City of Arvada
City Council Agenda
JANUARY 9, 2023
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:
Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, 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

STUDY SESSION - HOMELESS STRATEGY - THIRD FLOOR CONFERENCE ROOM 4:00 P.M.(Those wishing to watch the study session can watch via Zoom: tinyurl.com/arvadastudy)

THIRD FLOOR CONFERENCE ROOM
EXECUTIVE SESSION
Following the business meeting, City Council will hold an Executive Session for the purpose of Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Relating to Broomfield's Notice of Withdrawal from JPPHA

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 Fifer
3. Roll Call of Councilmembers
4. Approval of Minutes
   A. December 19, 2022 City Council Minutes
5. Recognitions and Communications
   A. Recognition of Link Strate - 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. R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023

      2. R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment

      3. R23-003, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Municipal Court Relief Judge

      4. R23-004, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge

      5. R23-005, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Municipal Court Relief Judge

      6. R23-006, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Municipal Court Relief Judge

      7. R23-007 A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for the 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed $1,618,933.00, Project No. 22-SR-10

      8. R23-008, A Resolution Authorizing a Consulting Contract Agreement by and between the City of Arvada and CDMSmith, Inc. for the Preliminary Design of the North Trunk Line Interceptor, in an Amount Not to Exceed $941,667, Project No. 22-SR-12

   B. Resolutions

      1. R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force

   C. Ordinances (First Reading) - None

      1. CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts (Public Hearing to be set for January 23, 2023 at 6:15 p.m.)

9. Other

   A. Appointments to the Rocky Flats Stewardship Council

10. Public Hearings - 6:15 PM

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

City of Arvada
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THIRD FLOOR CONFERENCE ROOM
(Those wishing to watch the study session can watch via Zoom: tinyurl.com/arvadastudy)
4:00 PM

1. Call to Order/Roll Call of Councilmembers
2. Study Session Topics
   A. Homeless Strategy
3. Adjournment

CITY OF ARVADA

REPORT TO CITY COUNCIL STUDY SESSION

AGENDA ITEM 2.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: Homeless Strategy

Report in Brief

The City Manager's office will provide a presentation to the Council regarding the City's response to the homeless in the City. The team will present information about what is known of the City's homeless population, the homeless response, as well as discuss immediate response options along with intermediate and long term planning recommendations. The team is looking for feedback and direction from the Council as the team moves forward with responding to the homeless.

Background

For the past decade, the City has experienced growth in the homeless population throughout the City. Over the years, the City has organized and/or participated in homeless meetings and summits to discuss the issue and develop responses and develop a resource network. The City has also participated in regional efforts and has worked collaboratively with other cities and service providers to help address the homeless issues.

Over the past several years, the police department and the CORE team have focused on responding to homeless needs, complaints about the homeless population, and camp and encampment cleanups. As the homeless population continues to grow, there is a need to take immediate action to address the most concerning issues, and to develop intermediate and long term plans for responding to the growing homeless population.

At this Study Session, the City Manager's office will present information summarizing:

- What is known about the City's homeless population
- Homeless population service providers
- Regional efforts toward collaboration
- Recommendations for moving forward

Given the number of complaints the City receives about the homeless population, the team will present information about steps that can be taken now to help address the most immediate concerns, along with recommendations for developing an intermediate and long-term plan for addressing homelessness in our community.

Strategic Alignment

This policy discussion supports the City Council's Strategic Priority Areas of Safe Community, Community and Economic Development, Vibrant Community and Neighborhoods, and Organizational and Service Effectiveness.

Next Steps

As a result of this Study Session, the team will take the feedback and direction from the City council and revise/update the strategies to address the immediate concerns. The team will also use the feedback and direction from the Council to develop intermediate and long-term plans for addressing the homeless issues in Arvada.

The City team will report to council on a quarterly basis as to the progress being made.

Prepared by:
Don Wick, Deputy City Manager

Reviewed by:

Gail Walker, Legal Specialist-Contracts	11/23/2022
Laura Hemler, Assistant City Attorney	11/23/2022

Approved by:

Rachel Morris, City Attorney	12/13/2022
Lorie Gillis, City Manager	12/27/2022

Enclosure, exhibits & attachments required to support the report

January 09, 2023

Response to Homelessness

City Council Study Session

Homelessness in the News

Denver voters approve new tax for homelessness aid.

Dougco Sheriff's Office to transport unhoused people to cities with more services.

Loveland removes more than 50 'unauthorized encampments' in nature area.

Violence both a cause and a consequence of homelessness in Jeffco.

As metro area shelters open, experts and activists argue that only opening them in extreme temperatures isn't enough.

A Bus Ticket Forward: How the homeless are being shipped state to state.

Denver to spend $3.9M to expand managed homeless campsites.

RTD's lone homeless outreach coordinator looks back at first year on the job.

Escaping the streets can be a struggle.

Expectations

- A level of homelessness will always exist in our community
- Expect to transition 30% to 40% +/- of the homeless population
- The issue will take time to address
- Addressing homelessness will have a financial and resource impact
- This is a community issue
- There are legal restrictions to consider when developing strategy
- Our police department cannot solve this issue alone

Continuum of Homelessness

Those who want assistance	Those who are undecided	Those who do not want assistance
Those who are near or at homelessness and want help and assistance	Those who may want assistance but are either not yet ready or are undecided	Those who do not want assistance or housing and prefer the lifestyle of homelessness

Scope of Presentation

What the presentation is:

- Summarizing research
- Recommendations for immediate action steps
- Recommendations for intermediate and long-term policy decisions

What the presentation is not:

- Tactical level detail
- Detail level of all research conducted
- Deep dive about the causes of homelessness

Approach

Premortem Strategy

- Gaining prospective hindsight - learning from others
- Understanding risk to avoid overconfidence in recommendations
- Involved cross functional teams and partners
- Identify potential failures in strategy and work backwards to recommendations

Goal of the Presentation

- Engage the Council into a discussion of the issues
- Council provides policy direction on recommendations

What problems are we trying to solve?

Coordinate a regional response to homelessness

Addressing the visible unhoused population in Olde Town

Relocate homeless services from Olde Town to a more suitable location

Aligning resources to address the visible unhoused population

Stop homelessness before it begins

Support homeless veteran efforts

Supporting the homeless family and children population

Address the homeless living in vehicles

Why do we have homelessness?

Economic Reasons

Job related issues, job loss, lack of affordable housing, poverty

Lifestyle Choice

Post Traumatic Stress

Physical and/or behavioral health challenges

Addiction

Fragile or troubled relationships

Domestic violence, family dysfunction, sex assault

What does homelessness look like in Arvada?

Each segment requires its own type of response.

Segment 1	Unhoused, visible homeless
Segment 2	Nearly homeless
Segment 3	Veteran homeless
Segment 4	School children / families
Segment 5	Homeless living in vehicles
Segment 6	Chronic homeless

What does homelessness look like in Arvada?

Unhoused and chronic visible homeless

*Incomplete data. All estimates are approximate

1,126
Received day sheltering services over 1 year period

200
Individuals unhoused

64
Individuals chronically homeless

28
Individuals received street outreach services

40
Individuals are veterans

128
Individuals are disabled

What does homeless look like in Arvada?

493
People experiencing homelessness in Jefferson County via 2022 data

142
were in emergency shelter

164
were unsheltered

35
were in transitional housing

341
adults

133
families

19
youth

PD CORE estimates between **125** and **175** individuals are homeless in Arvada

Source: https://public.tableau.com/app/profile/mdhi/viz/MDHI2022PointinTimeCount/Overview?%3Atabs=no

What does homelessness look like in Arvada?

- Unknown numbers of homeless in vehicles
- Safe Parking Sites in Arvada that have served numerous homeless in vehicles
- Arvada Schools free and reduced lunch program

School	Student Enrollment	FRL Percentage
Arvada High School	759	63%
Arvada West High School	1,765	25%
Pomona High School	1,185	39%
Ralston Valley High School	1,813	8%

Source: Jeffco Schools

What does homelessness look like in Arvada?

School	Student Enrollment	FRL Percentage
Arvada K-8	617	82%
Foster Elementary	399	59%
Peck Elementary	193	59%
North Arvada Middle	565	62%

Source: https://www.zipdatamaps.com/school-profile/colorado/jefferson-county-school-district-r-1

What does homelessness look like in Arvada?

~$205,000	Total spent on motel vouchers in 2022
$1800	Average monthly per room motel cost
$264,250	Total rental subsidy paid for formerly homeless clients
$990	Average monthly housing voucher per unit cost
42	Number of unhoused moved into permanent housing by homeless navigator in 2022

Affordable Housing Activity

- 686 affordable housing unit in development
- Uncertain how many affordable housing units are available in Arvada

Impact on the Business Community

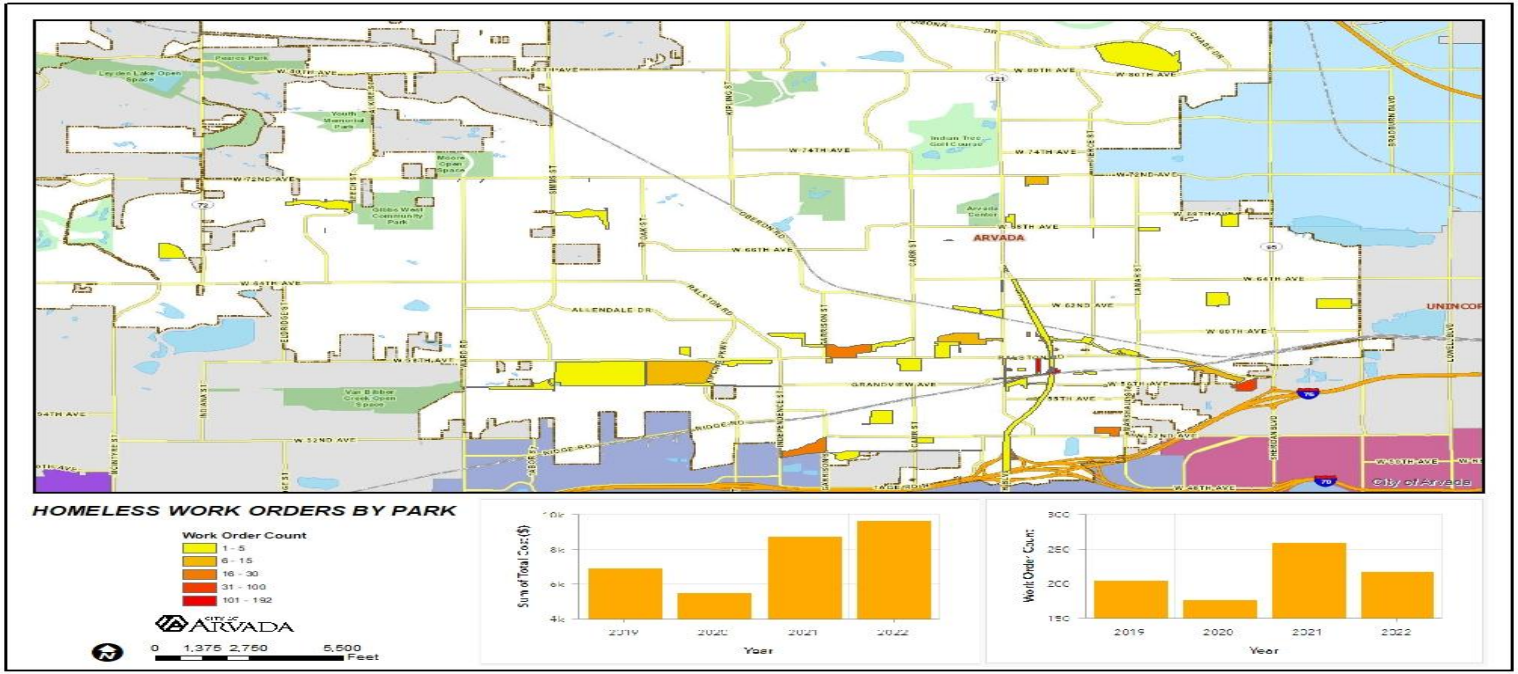
In the Olde Town Area:

- Human waste and sanitary concerns
- Theft
- Vandalism
- Some customers concerned about visiting Olde Town
- Business staff members concerned about safety
- Theft and safety inside the transit hub/parking garage

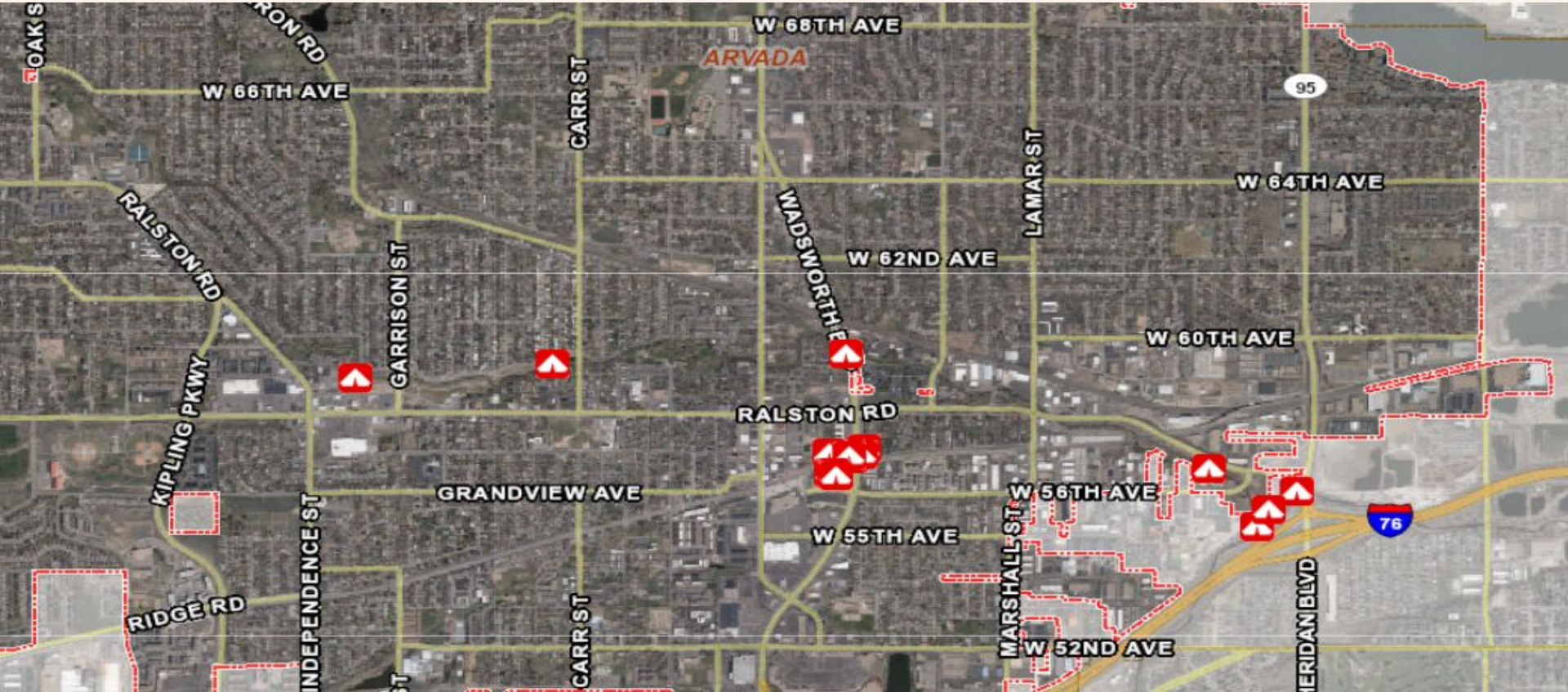
Businesses in General

- Rising crime
- 11.3% of businesses put homelessness as one of the top 3 challenges
- Concerned about open fires in camps and encampments
- Need mental health first aid training for employees so they can help de-escalate situations

What does homelessness look like in Arvada?



What does homelessness look like in Arvada?



Ranger Encampment Dashboard

adamsinnovation.maps.arcgis.com/apps/dashboards/8852d448092a4433ae5edd3c0c033e7d

Adams County Ranger Encampment Dashboard

1 of 243

Encampments Survey Details

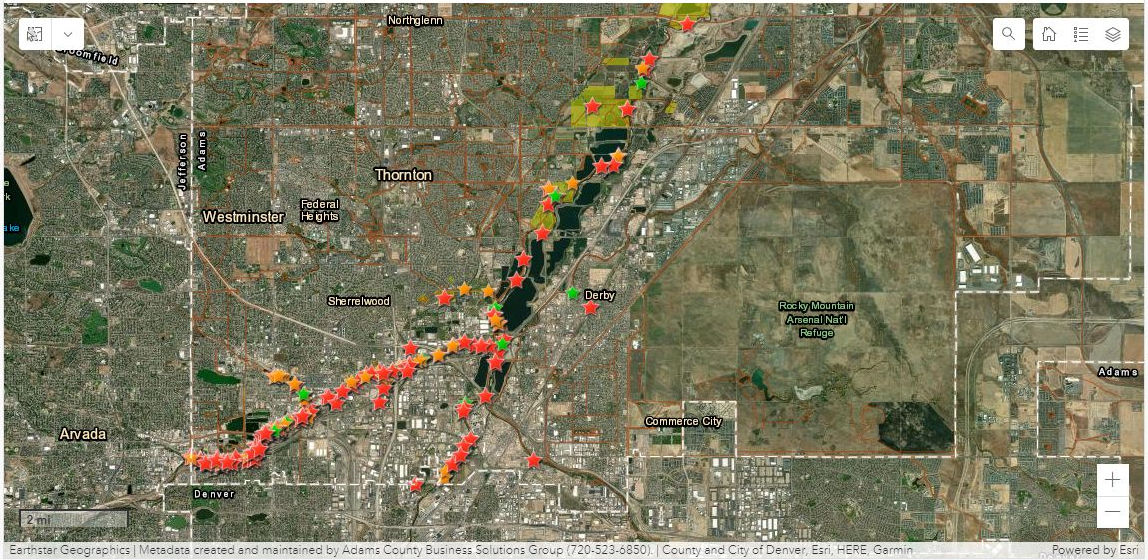
Parks_Encampment_point: 88th and Dalia

EncampmentName	88th and Dalia
ParkLocation	Pelican Ponds Open Space
TrailLocation	
EncampmentStatus	Occupied

Last edited by cness@adcogov.org on 5/25/2021, 9:23 AM.

Last update: 57 seconds ago

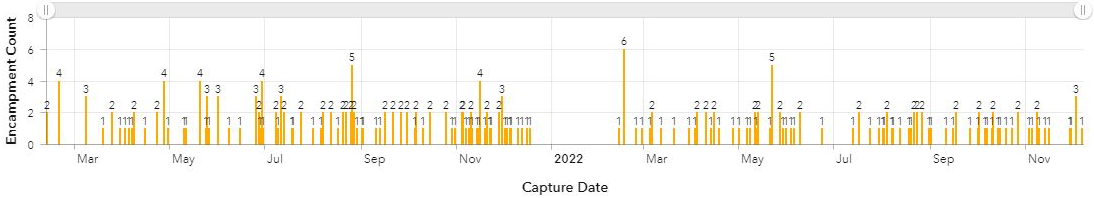
Adams County Ranger Encampment Map



Earthstar Geographics | Metadata created and maintained by Adams County Business Solutions Group (720-523-6850). | County and City of Denver, Esri, HERE, Garmin

Powered by Esri

Encampment Count and Capture Date



Last update: 57 seconds ago

Total Encampments

245

Last update: 1 minute ago

Encampment Name

- Large Black Structure, South Platte
  12/7/2022, 2:01 PM
  MatthewBonano
- Tarps South side of creek east of bridge
  12/3/2022, 2:54 PM
  RichardLamb
- Blue tent in bunker under I76
  12/3/2022, 2:34 PM
  RichardLamb
- Brandon and Kim under I76
  12/3/2022, 2:23 PM
  RichardLamb
- Steven Green Tent
  11/30/2022, 3:13 PM
  RichardLamb
- Private camp
  11/29/2022, 2:05 PM
  EricCollins
- 58th/York
  11/16/2022, 3:11 PM
  MatthewBonano
- South Platte Camp West of Cemetery
  11/13/2022, 11:47 AM
  MatthewBonano

Last update: 57 seconds ago

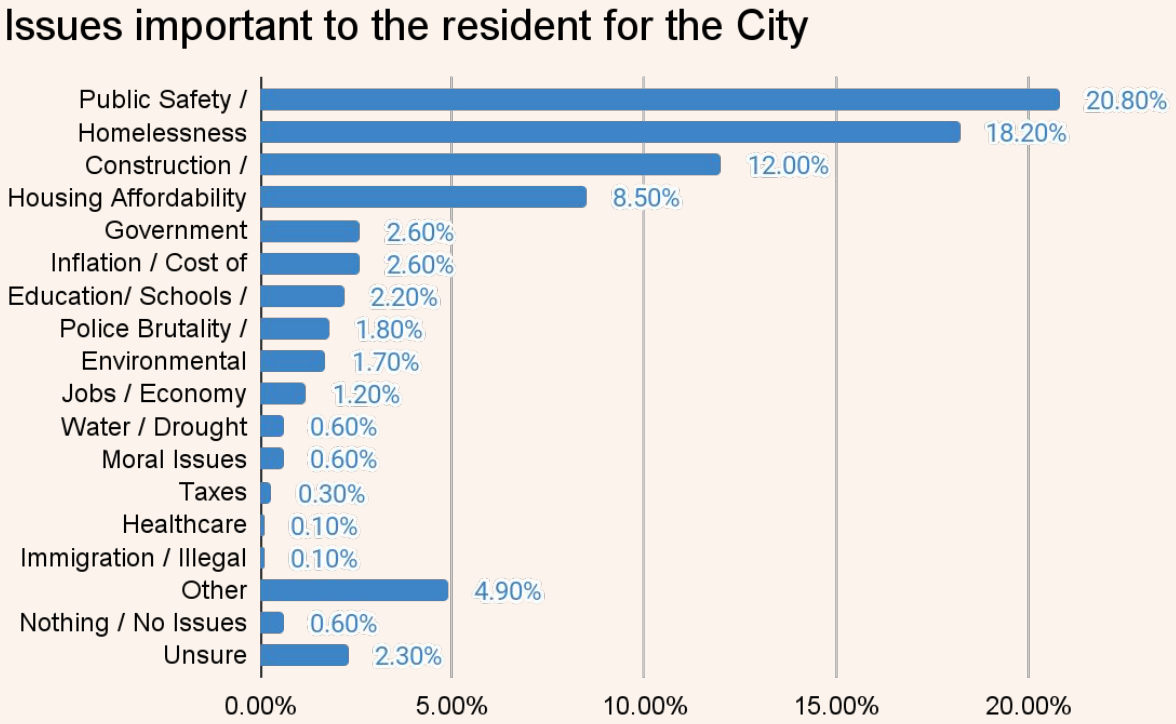
19°F Clear

6:49 AM
12/9/2022

Community Survey Results

18.2%

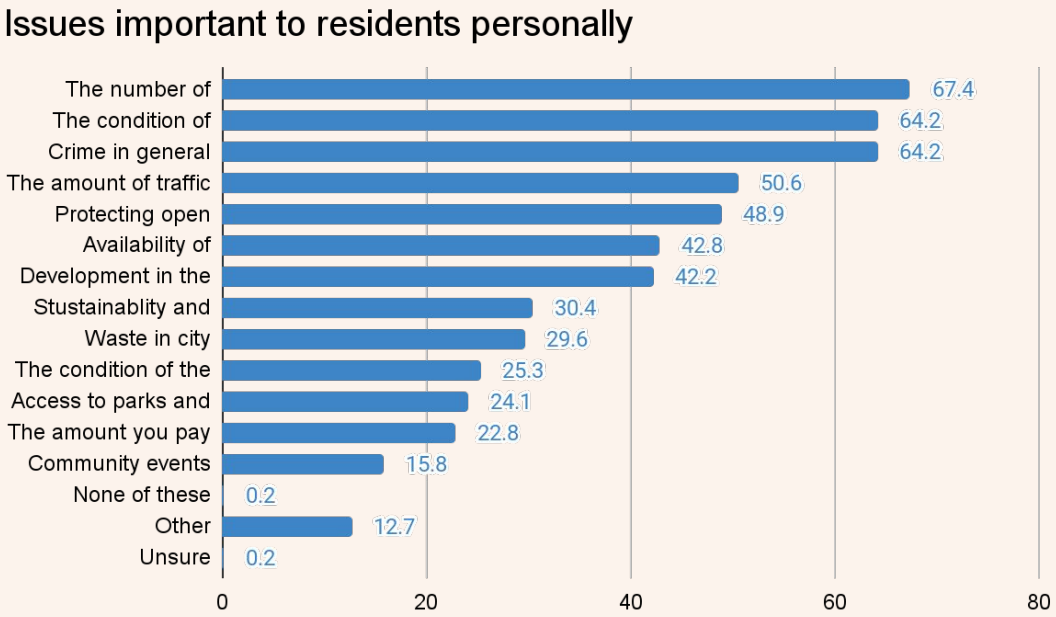
Homelessness



Community Survey Results

67.4%

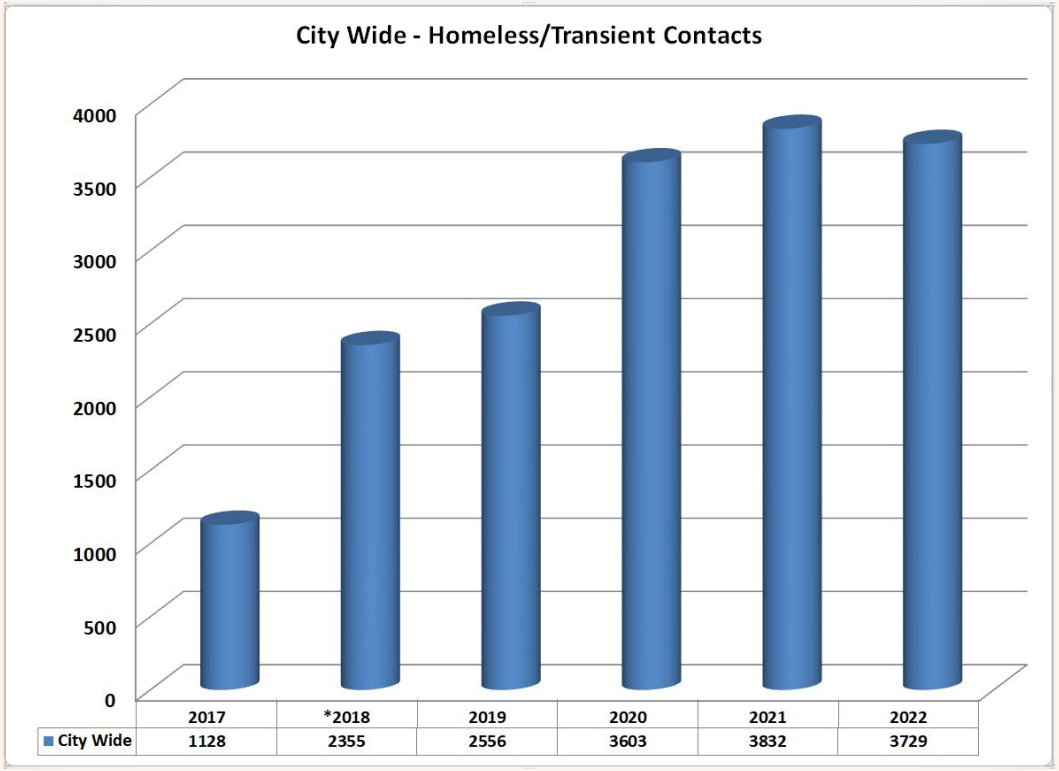
Homelessness



Police Perspective: C.O.R.E

- Community
- Outreach
- Resource
- Enforcement

Police Perspective: Police Contacts

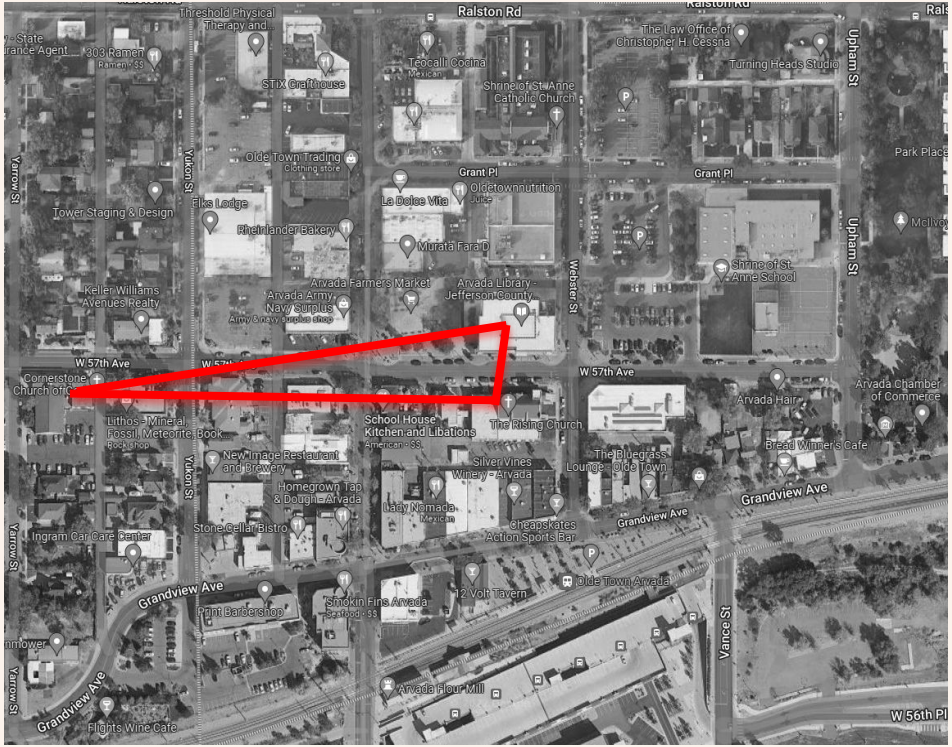


Police Perspective

Triangle of Services

- Rising Church
- Severe Weather Shelter
- Library

McIlvoy Park



Police Perspective: Success Story

Police Perspective: Outreach

- Relationships with Recovery Programs
  - The Other Side Academy
  - Advocates for Recovery
    - At One Small Step Hearings
  - Harvest Farm - Live in Facility in Northern Colorado
  - Fort Lyon - Lamar, CO
  - One Small Step
- Built Strong Relationship with Rising

Police Perspective: Partnerships

- Jefferson County Adult Protective Services
- JCMH / co-responders
- CDOT
- RTD
- AURA
- BID
- Library
- Railroad
- Churches
  - New Apostolic / Rising / Bridge
- Environmental Hazmat Services
- City Prosecutor's Office
- City Parks Department
- City Street's Department
- Other City Homeless Team

Police Perspective: Enforcement

- 4P (Private Property Partnership Program)
- ~1100 Arrests / Tickets in the last 3 Years from CORE alone.

- One Small Step
- Jefferson County Jail has re-opened

Police Perspective: Mental Health

- Co-Responders
- Lack of Available Short Term / Long Term Resources

Police Perspective: Cost

$371,053	Calls for service
$343,073	CORE Sergeants / Officers
$226,189	Coresponders
$64,452	Camp clean ups
$1,004,768	2020 Total

Legal Perspective

There are three main legal considerations applicable to managing issues arising out of homelessness:

1. **Due Process:** Cities cannot seize property without giving the property owner due process. Depending on the situation, due process may be required both before and after the property is seized.
2. **Clear, Narrowly Tailored Rules:** When enacting laws, cities should carefully craft understandable rules, avoiding vague terms and concepts like “loitering.” It is best practice to draft laws that create a clearly defined solution directed at solving a specific problem.
3. **Non-Discriminatory Enforcement:** Cities should enact and enforce criminal ordinances without consideration of a person’s status as “homeless.” Criminal consequences should flow from specific illegal conduct, not status.

Arvada has, and regularly enforces, local ordinances which take these considerations into account.

Court Perspective: Number of Cases Filed

733	Total number of OSS cases filed in 2022
4,669	Total number of cases filed (adult cases including criminal, traffic, animal and code) in 2022
16%	Percent of total cases filed including adult criminal, traffic, animal and code violations were OSS cases
1,030	Total number of criminal violation cases filed in 2022
71%	Percent of the total criminal violations filed in 2022 were OSS cases

Court Perspective: One Small Step Court Outcomes

3	Number of Def's successfully completed OSS
3	Number of OSS Def's currently in treatment program
15	Number of OSS Defendants who have received housing
157	Number of OSS Defendants who currently have warrants
345	Total number of OSS cases in warrant status (many defendants have multiple cases)

Why do this?

- Homelessness is a nation-wide issue
- Locally, residents and businesses are calling for action to address the issue
- Negative economic impact
- Assist those who need help with transitioning to housing
- Staff burnout
- Safety of homeless navigators, co-responders, other team members
- Divisive issue
    - Shift from wanting to help and support to wanting homeless out of the community

Current Services Being Provided

- Severe Weather Shelter Network
- Safe Parking
- Heading Home
- Faith-based community
- Jefferson County Human Services
- Jefferson County School District
- Jeffco Homeless Coalition
- Beyond Home
- Hope House
- Community Table
- Jeffco Action Center
- Police services/Co responders
- Arvada housing authority
- Area Hospitals
- Jefferson Center for Mental Health
- Jefferson County public libraries
- AFPD

Partners

- Jeffco Homeless Coalition
- MDHI
- Heading Home
- Jeffco Schools
- City of Arvada Departments
- Arvada PD
- AFPD
- Severe Weather Shelter Network
- DRCOG
- USICH
- Family Tree
- Jefferson County Government
- Adams County Government
- Jefferson County cities (Lakewood, Wheat Ridge, Golden)
- DU Housing and Homeless
- Community Table
- Jefferson Center for mental health
- Area hospitals
- NGO service providers

Successful Models

MDHI

Leads overall metro Denver homeless coordination

- Built for Zero
- Coordinated Entry
- PIT Survey
- HMIS

Adams County

County coordinates services with the Adams County Cities and service providers to deliver services.

Tri-Cities

Cooperate and collaborate together and align with Arapahoe County and service providers to deliver services.

- DU research
- PESTEL analysis (Political, economic social, technology, environmental, legal)

What should the City's role be?

- Advocate to establish strong governance of a regional coordinating body
- Help lead the effort to develop regional strategic plan
- Assist in executing the strategic plan
- Help manage, coordinate, and collaborate with service providers who have the expertise for overall execution of strategy. Wrap around services
- Develop and execute on communications plan to residents and businesses
- Be a catalyst for change
- Engage in lobbying efforts for funding efforts

The City should not become the service provider

Recommendations

Immediate Action Steps

Intermediate Action Plans

Long-Term Strategy

Immediate Actions

Tier 1

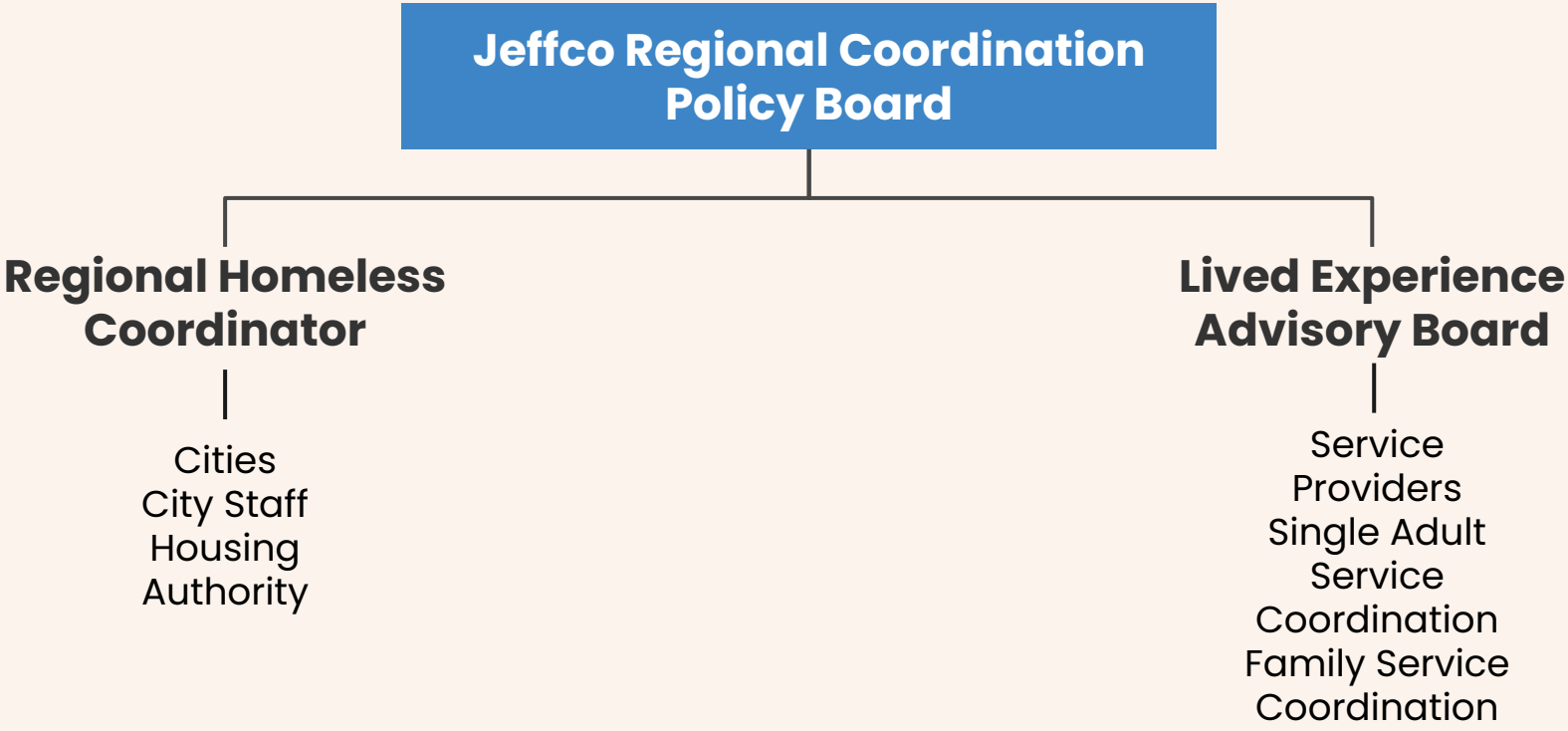
- Identify Emergency Sheltering
- Establish outreach team in coordination with our homeless navigators and co-responders
- Contract with providers for camp, encampment, and debris clean up
- Hire second homeless navigator (funded and currently vacant)
- Hire homeless coordinator position
- Transition homeless from Olde Town
- Identify appropriate location outside of Olde Town to provide homeless services
- Cities and service providers use HMIS
- CPTED analysis of most problematic areas

Immediate Actions

Tier 2

- Create a strong county/city governance structure
- Build interjurisdictional coordination (Arvada, Lakewood, Wheat Ridge, Golden, and Jefferson County)
- Formalize data collection
- Contract for homeless study
- Engage in PESTEL analysis (Political, economic, social, technology, environmental, legal)
- Join Adams County MOU
- Perform an internal analysis of policies and other management tools. Part of our policy, process, and code provisions

Governance Structure



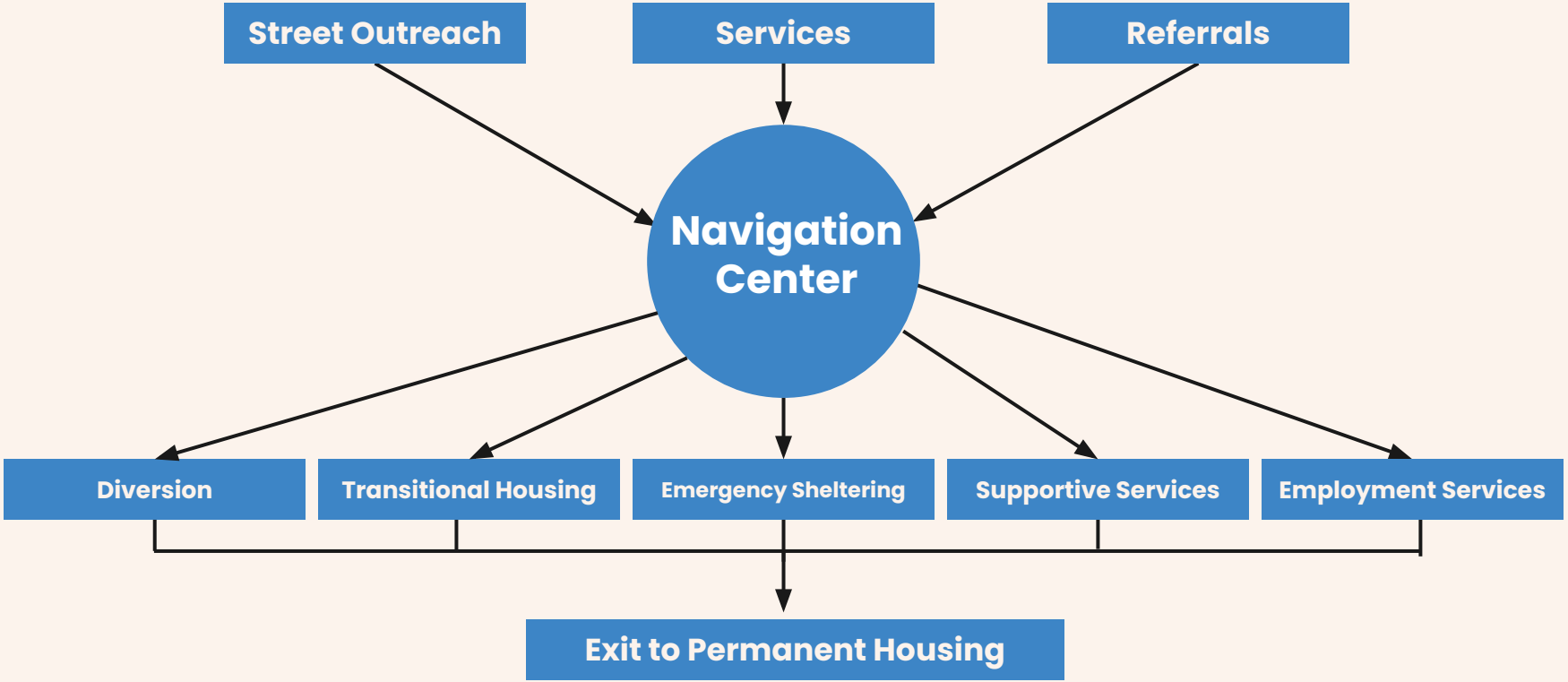
Intermediate Actions

- Implement recommendations from study & PESTEL analysis
- Establish data collection and analysis strategy for data driven approach
- Establish performance measures
- Align Service providers
- Navigation Center development board
- Engage with Built for Zero
- Participation with school district efforts
- Develop effective communication plan
- Web page development for resources and how to navigate services/system
- Build a grant/funding pipeline
- Continue support of Community Table and Safe Parking Program

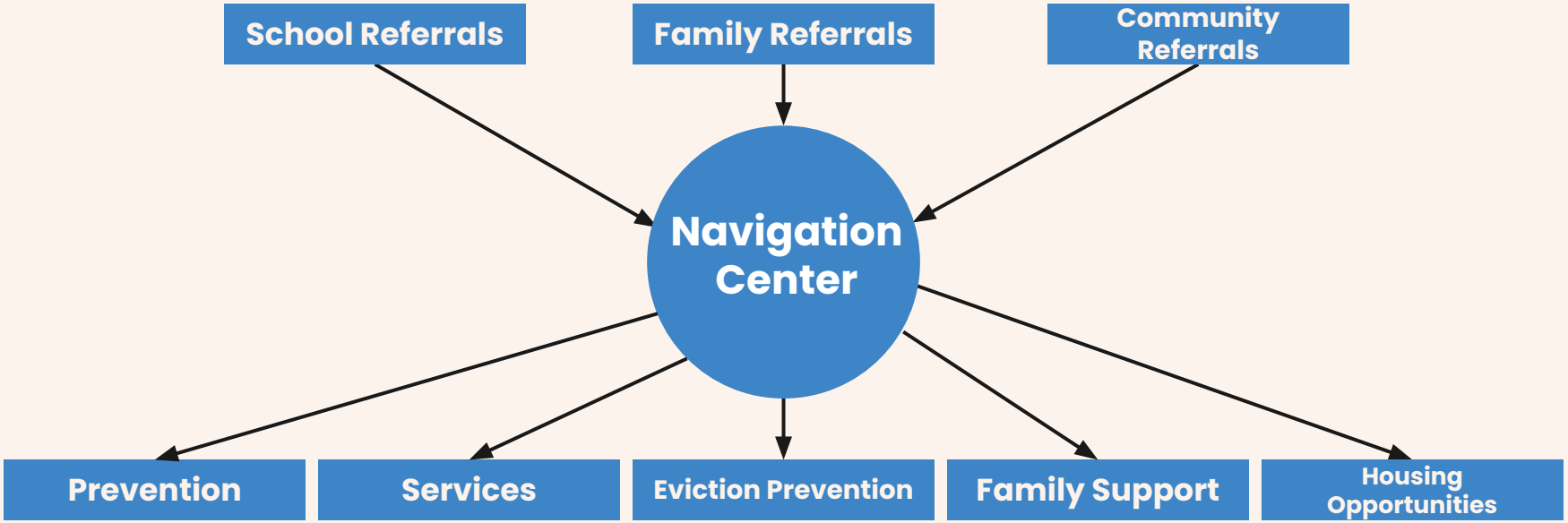
Long-Term Strategy

- Implement regional navigation center
- Implement regional family navigation center
- Expand Housing options
- Evaluate hotel/motel transitional housing model
- Non-profits/NGOs operate all but emergency services
    - Develop prevention strategy for individuals and families
    - Develop workforce programs
- Create Park Ranger program
- Create transitional and affordable housing options
- Elected officials advocate for legislation and financing to assist with issue

Navigation Center Model



Family Navigation Center Model



Financial

- Most of the recommendations unfunded
- Competing financial resources (stop doing list)
- Multiple City/County coordinated effort will assist with grants and other funding sources
- Grant funding opportunities are available at the state level and soon with the federal government (will need matching resources at local level)
- Develop system for receiving financial assistance from private parties/businesses

Council Decision

- Questions
- Council discussion
- Policy direction to city team

Thanks!

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD DECEMBER 19, 2022

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

   This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Williams, Mayor Pro Tem Jones, Councilmember Marriott, Councilmember Moorman, Councilmember Simpson and Councilmember Smith were 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, Mayor Pro Tem David Jones, Councilmember John Marriott, Councilmember Randy Moorman, Councilmember Lauren Simpson, Councilmember Lisa Smith.

   Mayor Pro Tem Jones moved to excuse Councilmember Fifer from the meeting.

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

4. Approval of Minutes – December 5, 2022 City Council Meeting

   The minutes stand approved.

5. Recognition and Communication – none

6. Swearing-In Ceremony
   A. Ceremonial Swearing-In of Ed Brady, Police Chief

7. Public Comment –
   A. Mindy Mohr, Arvada Resident, addressed council regarding Homelessness in Arvada.

8. New Business
   A. Consent Agenda –
      1. R22-109 U.S. Department of Justice, COPS Office, COPS Hiring Program (CHP) to Provide Grant Funding to the City in the Amount of $250,000 for the Arvada Police Department

2.	R22-110	A Resolution Authorizing a Grant Between the City of Arvada and the US Department of Justice, Justice Assistance Grant Program to Provide Grant Funding to the City in the Amount of $25,152
3.	R22-111	A Resolution Accepting an Annexation Petition Concerning Sabell Filing No. 3, Located West Of Urban Street And South Of West 58th Avenue, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for February 6, 2023, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and Is Considered Eligible for Annexation
4.	R22-112	A Resolution Authorizing a Lease Agreement By and Between the City of Arvada and the City of Arvada Chamber of Commerce for the Property Located at 7305 Grandview Avenue, also known as The Arvada Visitor's Center
5.	R22-116	A Resolution Authorizing the Arvada Police Department's Participation in the United States Department of Defense Law Enforcement Support Office (LESO) Program

Councilmember Marriott moved that R22-109, A Resolution Authorizing a Grant Between the City of Arvada and the U.S. Department of Justice, COPS Office, COPS Hiring Program (CHP) to Provide Grant Funding to the City in the Amount of $250,000 for the Arvada Police Department; R22-110, A Resolution Authorizing a Grant Between the City of Arvada and the US Department of Justice, Justice Assistance Grant Program to Provide Grant Funding to the City in the Amount of $25,152; R22-111, A Resolution Accepting an Annexation Petition Concerning Sabell Filing No. 3, Located West Of Urban Street And South Of West 58th Avenue, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for February 6, 2023, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and Is Considered Eligible for Annexation; R22-112, A Resolution Authorizing a Lease Agreement By and Between the City of Arvada and the City of Arvada Chamber of Commerce for the Property Located at 7305 Grandview Avenue, also known as The Arvada Visitor's Center; R22-116, A Resolution Authorizing the Arvada Police Department's Participation in the United States Department of Defense Law Enforcement Support Office (LESO) Program, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Jones, Marriott, Moorman, Simpson, Smith
Those Absent: Fifer
The Motion was Approved

B. Resolutions –

1.	R22-113	A Resolution Authorizing the First Amendment to the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Little Dry Creek (ADCO) Tributary C at Lake Arbor City of Arvada

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

Councilmember Marriott moved that R22-113, A Resolution Authorizing the First Amendment to the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Little Dry Creek (ADCO) Tributary C at Lake Arbor City of Arvada

The following votes were cast on the Motion:
Those voting Yes: Williams, Jones, Marriott, Moorman, Simpson, Smith
Those Absent: Fifer
The Motion was Approved

2. R22-114 A Resolution Authorizing Acceptance of a Memorandum of Understanding between the Jefferson Center for Mental Health, Jefferson County, and the Cities of Arvada, Edgewater, Golden, Lakewood, Wheat Ridge, and Westminster to Provide Funding to the Jefferson Center for Mental Health for the Continuation of Crisis, Intoxication, and Withdrawal Management Services to the Community

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

Councilmember Smith moved that R22-114, A Resolution Authorizing Acceptance of a Memorandum of Understanding between the Jefferson Center for Mental Health, Jefferson County, and the Cities of Arvada, Edgewater, Golden, Lakewood, Wheat Ridge, and Westminster to Provide Funding to the Jefferson Center for Mental Health for the Continuation of Crisis, Intoxication, and Withdrawal Management Services to the Community, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Jones, Marriott, Moorman, Simpson, Smith
Those Absent: Fifer
The Motion was Approved

C. Ordinances (First Reading) - none
The Motion was Approved

9. Other – none

10. Public Hearings –

A. R22-115 A Resolution Approving the First Amendment to Service Plan for GEOS Neighborhood Metropolitan District

Mayor Williams opened the public hearing on R22-115.

Ryan Stachelski, Director of Community and Economic Development, reviewed this resolution with council.

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

Councilmember Simpson moved that R22-115, A Resolution Approving the First Amendment to Service Plan for GEOS Neighborhood Metropolitan District, be approved as amended.

The following votes were cast on the Motion:
Those voting Yes: Williams, Jones, Marriott, Moorman, Simpson, Smith
Those Absent: Fifer
The Motion was Approved

B. CB22-108 An Ordinance Repealing and Reenacting Section 40.5 No Trespass Orders for CityOwned Property, of Article II Miscellaneous Offenses, of Chapter 62 Offenses of the Arvada City Code (Ordinance No. 4833)

Mayor Williams opened the public hearing on CB22-108.

Rachel Morris, City Attorney, reviewed this ordinance with council.

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

Councilmember Marriott moved that CB22-108, An Ordinance Repealing and Reenacting Section 40.5 No Trespass Orders for City Owned Property, of Article II Miscellaneous Offenses, of Chapter 62 Offenses of the Arvada City Code, be approved on final reading, numbered 4833 and ordered published by title only.

The following votes were cast on the Motion:
Those voting Yes: Williams, Jones, Marriott, Moorman, Simpson, Smith
Those Absent: Fifer
The Motion was Approved

12. Public Comment - Five Minute Limit –

A. John Rodgers, Arvada Resident, addressed council regarding the depositing of garbage in

Long Lake Park.

13. City Council Reports –
    A. Councilmember Simpson said that they are still looking for volunteers on Christmas day to help with deliveries for Chow for Champions at the Hilton Garden Inn

14. City Manager Reports –

    Lorie Gillis, City Manager, reviewed the upcoming council meeting schedule with council.

15. City Attorney Reports – none

16. Adjournment at 6:35 p.m.

_____
Marc Williams, Mayor

SEAL:

_____
Kristen R. Rush, City Clerk

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: Recognition of Link Strate - Presented by Mayor Williams

Report in Brief

City Council will recognize Link Strate for his 35 years of public service to the City of Arvada.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	12/27/2022
Don Wick, Deputy City Manager	12/27/2022
Linda Haley, Deputy City Manager	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

WHEREAS, Chief Link Strate has committed his life to be a public servant in the form of an Arvada Police Officer for 35 years; and

WHEREAS, Chief Strate joined the Arvada Police Department after receiving a Bachelor's Degree from Northern Arizona University in 1987, the same year he joined the police department; Chief Strate would later earn a Master's Degree in Organizational Leadership from Regis University; and

WHEREAS, Chief Strate began his career in patrol and became a reliable officer, earning the respect of his community and peers alike. Chief Strate would continue his commitment to public safety as a Police Sergeant working in several department areas. Chief Strate led the Criminal Investigations Bureau in a very difficult year where they investigated six homicides. Chief Strate was promoted to the rank of Commander in 2008, where he recognized the importance of crime scene processing and advocated for participation at the Jefferson County Regional Crime Laboratory. He was also one of the regional Commanders of the Jefferson County Critical Incident Response Team. As a Commander, he was involved with more than a dozen investigations. These serious investigations impacted the lives of many and are a cornerstone for community trust. In 2016, Chief Strate was promoted to Deputy Chief. As a Deputy Chief, he worked on the building and transition to the Whisper Creek Community Station, Arvada's transition to the Jefferson County Regional Communication Center, and strategic planning for the Police Department and the City as a whole; and

WHEREAS, in 2018, Link Strate was promoted to Chief of Police, where he would steward the Arvada Police Department through unprecedented times. Chief Strate stood fast to his belief in the Department through a damaging national narrative against Law Enforcement, earning the admiration of officers and community members. He was a leader through a world-wide pandemic and was the foundation of strength through the murders of Officer Gordon Beesley and Officer Dillon Vakoff. Chief Strate was responsible for fostering a more robust bond through community policing and transparency. Chief Strate worked tirelessly to ensure that our officers are one of the most compensated in the State of Colorado for doing such incredible work every day. Chief Strate is more than just a great cop, he is a true leader, and we are forever in his debt.

NOW, THEREFORE, the Arvada City Council, on behalf of the entire City of Arvada family, congratulates Link Strate on 35 years of dedicated and loyal service and wishes Link and his family only the very best in the future.

Dated this 9th day of January, 2023.

_____
Marc Williams, Mayor

_____
David Jones, Mayor Pro Tem

_____
Bob Fifer, Councilmember

_____
John Marriott, Councilmember

_____
Randy Moorman, Councilmember

_____
Lauren Simpson, Councilmember

_____
Lisa Smith, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: Consent Agenda

Report in Brief

1.R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023

2.R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment

3.R23-003, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Municipal Court Relief Judge

4.R23-004, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge

5.R23-005, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Municipal Court Relief Judge

6.R23-006, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Municipal Court Relief Judge

7.R23-007 A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for the 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed $1,618,933.00, Project No. 22-SR-10

8.R23-008, A Resolution Authorizing a Consulting Contract Agreement by and between the City of Arvada and CDMSmith, Inc. for the Preliminary Design of the North Trunk Line Interceptor, in an Amount Not to Exceed $941,667, Project No. 22-SR-12

Suggested Motion: Moved by: _____

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023

Report in Brief

The Colorado Open Meetings Act requires that each year, the Council designate the public place for posting of meeting notices. During the 2019 Legislative Session, the law was amended and cities are now required to post agendas on their websites, which Arvada has been doing for many years.

The Arvada team recommends that the City Council approve R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the year 2023.

Financial Impact

There is no fiscal impact.

Background

C.R.S. § 24-6-402(2)(c) requires the designation of an official posting location for notice of public meetings.

Discussion

C.R.S. § 24-6-402(2)(c) requires that the Council designate a public place for the posting of notices for public meetings. During the 2019 Legislative Session, the law was amended and cities are now required to post agendas on their website, which Arvada has been doing for many years. The resolution presented for the Council's consideration designates the City's web site as well as the bulletin board located on the first floor in the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road as the official public place for the posting of meetings for all Boards, Commissions, and Committees of the Arvada City Council for the year 2023. This has been the official public posting place for several years.

As previously stated herein, agendas for all Boards, Commissions and Committees are also posted on the City's website.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended actions align with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023.

Suggested Motion:

I move that R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023, be (approved) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Rachel Morris, City Attorney	12/27/2022
Don Wick, Deputy City Manager	12/27/2022
Linda Haley, Deputy City Manager	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-001

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY COUNCIL OF THE CITY OF ARVADA FOR THE YEAR 2023

WHEREAS, pursuant to C.R.S. § 24-6-402(2)(c), any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year.

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

Section 1. The City's website and the bulletin board located on the first floor in the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road in Arvada, Colorado is hereby designated as the official bulletin board for the posting of meetings for all Boards, Commissions, and Committees of the Arvada City Council for the year 2023.

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

APPROVED AND ADOPTED this 9th day of January, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By:

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment

Report in Brief

Arvada participated in a competitive purchasing process with Arapahoe County and other members of the Colorado Multiple Assembly of Procurement Officials (MAPO) and have agreed to a contract with Senergy Petroleum LLC per MAPO bid # RFP-22-22_MAPO. Senergy Petroleum LLC was determined to be the top-rated offer and supplier for this MAPO solicitation. As a result, they will continue to provide fuel on the basis of a firm rate structure.

The Arvada team recommends that the City Council approve R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment.

Financial Impact

This Blanket Purchase Order for $950,000 is a one-time request. City fuel is budgeted in account number 54.731020.57001 with the source being funded by a combination of General Funds and Internal Funds from the Work Systems of Infrastructure, Vibrant Community and Neighborhoods, Operational and Service Effectiveness, Safe Community, and Community and Economic Development.

Background

The Colorado Multiple Assembly of Procurement Officials (MAPO) was established in 1989 as a cooperative association allowing public procurement professionals to collectively issue solicitations for goods and services commonly required by Colorado local government agencies, and to make purchases based on existing agreements. The City of Arvada has participated with members of this association for our fuel purchases and delivery service for over twenty years and has realized significant cost savings through this relationship. This MAPO contract was previously held by Hill Petroleum Company, which was acquired by Senergy Petroleum Company in 2022. All terms and conditions of that contract have been officially assigned to Senergy Petroleum LLC.

Discussion

The City of Arvada's portion of this total annual requirement is estimated annually at 220,000 gallons of gasoline and 75,000 gallons of diesel. The City has benefited greatly from a price and level of service standpoint by combining needs with other agencies, many of whom had considerably larger volumes. This will effectively serve the fuel requirements of the City's Vehicles and Equipment.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

Providing fuel for the City vehicles and equipment supports the Strategic Results associated with Infrastructure, Vibrant Community and Neighborhoods, Organizational and Service Effectiveness, Safe Community, and Community and Economic Development.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that City Council approve R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment.

Suggested Motion:

I move that R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment, be (approved) (rejected).

Prepared by:
Ike Miller, Fleet Services Manager

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	12/20/2022
Bryan Archer, Director of Finance	12/20/2022
Jessica Morales, Assistant City Attorney	12/20/2022
Tammy Hedlund, Legal Specialist	12/21/2022
Don Wick, Deputy City Manager	12/21/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-002

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BLANKET PURCHASE ORDER IN THE AMOUNT OF $950,000.00 TO SENERGY PETROLEUM LLC FOR THE PURCHASE OF FUEL USED IN CITY VEHICLES AND EQUIPMENT

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

Section 1. The city manager is hereby authorized to issue a blanket purchase order in the amount of $950,000.00 to Senergy Petroleum LLC for the purchase of fuel used in city vehicles and equipment.

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

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

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

By: _____

October 26, 2022

Dear Valued Customer,

It is with great pleasure that we announce the sale of Hill Petroleum and welcome you to the Senergy Petroleum family!

We are thrilled to have you as a customer and consider it an honor and a privilege to continue serving you. Please know that our desire is to make the transition as seamless as possible.

All business operations will transfer to Senergy effective Thursday, November 3, 2022. Deliveries will continue to originate from the Arvada, Greeley, Fort Morgan and/or Craig facilities, as they have before.

Customer orders will also continue to be placed through your current Hill contacts. "Keep-full" customers (orders previously auto-initiated by Hill) will continue to enjoy the benefits of this service without interruption. Please note new invoice payment and Electronic Funds Transfer information as listed on the attached Payment Options document.

A list of frequently asked questions (FAQ's) has been attached for your information. You can also call your current Hill contact or call Senergy's Customer Service Group at (800) 964-0076 for more details.

With an 81-year history dating to 1941, Senergy was an early pioneer of the industry. We are proud to remain a privately held family-owned and operated business. We have grown significantly over the years to become one of the largest distributors in the US, with the essential scale required to provide the most reliable supply, competitive pricing, and broadest of products & services offerings. Distribution centers are strategically located throughout the Rockies and the Southwest to assure localized delivery and personalized sales representation.

Along the way, we have also carefully retained the personality, flexibility, and reliability of a trusted friend. To learn more about Senergy, we encourage you to reach out to us using the attached contact information or visit our website at www.GoSenergy.com.

We hope you share our excitement and enthusiasm for this wonderful opportunity to serve you. Please call us if you have any questions or if we can assist you in any way.

Kindest regards,

Troy Hill
President & CEO, Hill Petroleum

Chris Lindblom
President, Senergy Petroleum

Senergy Transition Customer FAQ's

1. **How will this change impact me?**
   Hill and Senergy share a common customer-centric focus. Our desire is to collaboratively facilitate a best-case seamless transition for our customers with the overall goal of ensuring an ideal long-term future.

2. **What do I stand to gain…what are the benefits for me?**
   Senergy's ultimate objective is to provide customers with the Hill experience – plus! Plus means enhanced product offerings, programs, service & support. Our goal is to make it easier and more compelling for you to do business with Senergy.

3. **Will my Hill pricing, quote or contract be honored?**
   Current customer contracts will transfer to Senergy and be honored for the applicable stated term.

4. **Will service and support change?**
   Your deliveries will continue to originate from the Arvada, Greeley, Fort Morgan, and Craig facilities, delivered by the same drivers, and be supported by the same sales and customer service team.

5. **Will my credit terms change?**
   Our desire is for credit terms to generally continue during the transition. As is always the case, customer credit terms will continue to be assessed dynamically, relative to individual account payment status, credit worthiness, and/or market and industry conditions.

6. **Will the products and services remain the same?**
   As one of the largest US distributors of fuels, lubricants, propane, and DEF, Senergy will continue to supply you with quality products. We also offer engineering solutions, fuels & lubricants cleanliness/filtration solutions, and petroleum equipment sales, warranty service, and equipment loan services.

7. **Where, how, and to whom do I send payment for deliveries?**
   New payment information is attached for EFT and ACH payments. Payments via check should be made to Senergy Petroleum, LLC and remitted to the current Hill Petroleum addresses.

8. **Who do I call if I have a problem, question or request?**
   You can continue to use your current Hill contact. You may also contact Senergy's Customer Service Group at (800) 964-0076.

   To learn more about Senergy, we encourage you to visit our website at www.GoSenergy.com. We are all here to serve you!

Facility Information

Arvada Corporate Office
6301 Ralston Road
Arvada, CO 80002
(303) 424-6262

Fort Morgan Office
19950 East Railroad Avenue
Fort Morgan, CO 80701
(970) 867-5464

Craig Office
2970 East Highway 40
Craig, CO 81625
(970) 824-3232

Greeley Office
555 East 8th Street
Greeley, CO 80631
(970) 352-9208

Contact Information

Customer Service
(800) 323-8963
(303) 424-6262

Thomas J. Walker
Sales and Marketing
(720) 245-7893
Twalker@hillpet.com

Mark Panzica
Sales and Marketing
(480) 703-0410
mark.panzica@gosenergy.com

Erin Skarphol
Customer Service Manager
(480) 733-4218
Erin.Skarphol@gosenergy.com

Payment Options

ACH / WIRE TRANSFER

Wells Fargo
320 A Street, 2nd Floor
Idaho Falls, ID 83402

Account No.	4837756824
ACH/Wire Routing No.	121000248
Remittance	ar@gosenergy.com
Swift Code	WFBIUS6S

CHECK REMITTANCE

Senergy Petroleum LLC
6301 Ralston Road
Arvada, CO 80002

EFT DRAFT, CREDIT CARD, ONLINE PAY

Contact ar@gosenergy.com for additional information and forms

ARAPAHOE COUNTY

FACILITIES AND FLEET MANAGEMENT

Arapahoe Plaza
1610 West Littleton Blvd. Suite 100
Littleton, Colorado 80120-5707
303-734-5489
arapahoegov.com

November 2, 2022

Arapahoe County hereby consents to the assignment of the Purchase Agreement RFP-22-22 MAPO dated August 1, 2022, and all subsequent amendments, between Arapahoe County and Hill Petroleum to Senergy Petroleum.

Arapahoe County

By: Patrick O'Neill

Print Name: Patrick O'Neill

Title: Director, Facilities and Fleet Management

ARAPAHOE COUNTY

FINANCE

Administration Building
5334 South Prince Street
Littleton, Colorado 80120-1136
Phone: 303-795-4620
arapahoegov.com

July 15, 2022

NOTICE OF AWARD

BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
RFP-22-22_MAPO

Awarded to:

Attn: Gina Baker | Distributor Sales Representative
Hill Petroleum
6301 Ralston Rd.
Arvada, CO 80002
303.324.4200
gbaker@hillpet.com

Purchasing Contact:

Sarah Huerta, CPPB
303.795.4536
shuerta@arapahoegov.com

The Colorado MAPO Agencies collectively or individually reserve the right to reject all proposals or any part thereof, to waive any formalities or informalities and further, to award the proposal to the responsive and responsible Contractor(s) as deemed in the best interest of the Colorado MAPO Agencies

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from, and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental agency and the Contractor because of this solicitation.

RFP-22-22-MAPO

Bulk Fuel Purchase & Delivery for CO MAPO

6/22/2022

Presented by Gina Baker

HILL PETROLEUM

303-324-4200

Corporate (Arvada)
6301 Ralston
Arvada, CO
303-424-6262

Craig Branch
2970 E Hwy 40 Suite 1
Craig, CO
970-824-3232

Ft Morgan Branch
19950 E Railroad
Ft Morgan, CO
970-867-5464

Greeley Branch
555 E 8th St
Greeley, CO
970-352-9208

	Pages
Submission Form	
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Company Profile	3
Meet Hill Petroleum Supervisory	4-5
Management Staff Resumes	6
Emergency Contact Information	7-8
	9
Section #2	
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Certificate of Liability Insurance	11
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attached in Excel Testimonial	20
Section #3	
Understanding of Scope of work	21
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ARAPAHOE COUNTY

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL

COVER SHEET

Date:	June 2, 2022
Solicitation Number:	22-22_MAPO
Solicitation title:	**BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES**
Proposal will be received until:	June 30, 2022, 2:00 p.m. www.bidnetdirect.com/colorado
For additional information please contact:	Sarah Huerta, CPPB, Senior Purchasing Manager (303) 795-4536
Email Address:	shuerta@arapahoegov.com
Documents included in this package:	Request for Proposal Statement of Interest and Qualifications – pg.17 Appendix A – Annual Usage Report per Gallon Appendix B – Pricing Spreadsheet Appendix C – Sample Agreement for Services

If any of the documents listed above are missing from this package, contact Arapahoe County Purchasing. If you require additional information, call the Purchasing Division contact person.

The Colorado Multiple Assembly of Procurement Officials (Colorado MAPO) Agencies acting collectively through their authorized procurement officials respectfully request proposals for the purchase and delivery of Bulk Fuel to various locations.

The Colorado MAPO Agencies collectively or individually reserve the right to reject all proposals or any part thereof, to waive any formalities or informalities and further, to award the proposal to the responsive and responsible Contractor(s) as deemed in the best interest of the Colorado MAPO Agencies

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Response, (3) the Response is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Response submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Hill Petroleum — Fax: 303-350-3838

Address: 6301 Ralston Rd. — City/State: Arvada — Zip: 80002

Contact Person: Gina Baker — Title: Distributor Sales Rep. — Phone: 303-324-4200

Email Address: gbaker@hillpet.com

Authorized Representative's Signature: Bryant Gimlin — Phone: 303-424-6262

Printed Name: Bryant Gimlin — Title: V.P. Operations — Date: 6/24/2022

Email Address: bgimlin@hillpet.com

Executive Summary

The following are supporting examples of why Hill Petroleum is uniquely qualified to continue to service this contract. None of the supporting points are there by accident. We specifically shaped our company to meet all of the needs of Municipal petroleum requirements and it has been shaped over three decades of planning and expense and the philosophy that we have a duty to support those that support us.

These points differentiate us from other vendors seeking award for this Contract.

- Over three decades of experience serving the municipal sector including the procurement and maintenance organizations.
- Access to fuel supply in five states, including primary supply contracts with the top three suppliers in Colorado representing over 80% of all fuel distributed in Colorado. We also have access to rail service at our facility in Arvada. Hill Petroleum currently houses over 250 thousand gallons combined of unleaded and ULSD #2 at our locations. The total volume of this municipal contract represents less than 10 percent of our volume, so even when we are allocated less than 100% of our normal volume, we will always have enough volume for the municipal contract.
- Number of proprietary delivery equipment. This ensures that fuel is always delivered on Hill Petroleum equipment, and in times of allocation, we have enough equipment to split load accounts and keep them supplied.
- Energy risk manager on staff with over 35 years experience (forward contracting and hedging experience) in house. This provides different buying options and a resource for municipal budgeting.
- Technical expertise for blending fuel with additive company and laboratory support that we bundle with annual fuel testing with CLS and OMA certified and accredited personnel on staff.
- Hill Petroleum has long standing relationships and is a recognized expert with local, state and federal agencies including wildfire support at the local, state and federal level. We were asked to and participated in several coalitions and stakeholder committee's by the Colorado Governor's office. We were the only petroleum distributor that was a voting member for the bio-fuels co-alition. We were the only petroleum distributor asked to participate in state emergency re-sponse planning after the Hurricane Katrina disaster hit Louisiana. We assisted most of the members with standby fuel and tanks in response to the Y2K scare. We also participate in emergency fuel operations planning such as the City of Lakewood drill in 2012.
- Recognized expert with local Colorado Media and the Colorado State Legislature
- US military veteran owned business that was born and raised in Colorado as were many of our employees.

In summary, our track record verifies that no other petroleum distribution company is better positioned to not only responsibly and effectively service this contract as it is, but also uniquely qualifies Hill Petroleum to efficiently service this contract should its membership increase.

Company Profile

Hill Petroleum is a full service distributor headquartered in Arvada, offering all grades of commercial and retail fuels, including propane. We are also the distributors for Sunoco racing fuels, Chevron and North American lubricants. We have branded distribution terminals located in Greeley, Ft. Morgan and Craig.

We have been a family owned and operated corporation since 1982. The Hill Petroleum Family has approximately 100 members. Several of which, are 20 plus year employees. We have our own fleet of newer maintained trucks that include 14 transports, 23 tank wagons, 2 bulk oil trucks, 9 package trucks, and 5 service trucks. Along with 8 tank wagons and 2 transports for our propane trucks.

Hill Petroleum delivers a wide variety of products to approximately 5000 customers throughout the tri-state region. We currently deliver over 100 million gallons of fuel and 1.7 million gallons of oil per year. Hill Petroleum also delivers 3 million gallons of propane to a wide variety of residential and commercial customers.

Hill Petroleum maintains a user friendly state of the art website, www.hillpet.com. Our website also gives you access to daily energy market comments from our Energy Risk Manager via a one time subscriber registration. Our customers may access SDS and Product Information sheets as well as link into our distributor's websites for up to date information.

MEET HILL PETROLEUM

Troy Hill- President

Troy Hill learned about this field while working for the family-owned petroleum business while attending high school. After serving with distinction and being honorably discharged from the U.S. Navy in 1989, he returned to Colorado to attend college on a full-time basis while also working at Hill Petroleum. His thorough knowledge of the Company's operations is the result of holding almost every job at Hill Petroleum, from delivery driver, dispatcher, warehouse manager, sales representative, sales manager, operations manager and general manager. Troy Hill has overall responsibility for all facets of day-to-day operations since 2001. He has led successful negotiations with the Company's suppliers, lenders, vendors and customers while streamlining its accounting procedures and implementing new computer software, which led to expansions to three other parts of the state with physical branches of the company.

Troy currently sits on the Executive Board of Directors for the Colorado Motor Carriers Association, and the Legislative Committee, and is a Board of Trustee Member for the Colorado Wyoming Petroleum Marketers Association. He has served on the State Of Colorado Bio-Fuels Coalition and the Colorado State Emergency Response Task force on two different occasions.

Bryant Gimlin – Vice President of Operations

Bryant has over 35-years experience in the procurement, trading, hedging and contracting of Refined Fuels and Propane. His specialty is working with the end-user to implement strategies that minimize the risk associated with adverse price movement. Strategies are tailored to meet the specific needs and goals of each individual customer, help them recognize "key" buy, hold and contract opportunities and ultimately protect against budget overruns. His vast experience in the "physical" side of the market insures reliable supply even in times of extreme shortage. He writes and posts Daily Market Commentaries and intra-day market alerts to keep Hill Petroleum customers informed of not only of which way fuel prices are trending, but also explains why.

On the operations side, Bryant insures Hill Petroleum's properties, plants and equipment are completely modern, state-of-the-art, safe and efficient. Hill Petroleum's drivers are the most highly trained and professional in the industry because of the programs he has implemented. He helps maintain a culture where safety, customer service and quality control are of paramount importance.

Gina Baker — Sales Representative

It has been Gina's privilege to be the sales representative for Hill Petroleum serving the members of the MAPO for the past 21 years. Gina has been in the Oil and Fuel business for over 30 years, and a Chevron Distributor Sales Rep for Hill Petroleum for 21 years. Gina has been through Chevron Texaco and Mobil Oil Lubrication training programs; this continued training gives her a great deal of knowledge within the industry. Gina has been on the sales side of this business for over 25 years, prior to that she was in customer sales, dispatch, and oil analysis. This diverse back ground has provided her with a well-rounded knowledge of this industry.

Thomas J Walker – VP of Sales

Thomas came to Hill Petroleum by way of Chevron in their Finished Lubricants Division. He has 9 plus years of experience in Industrial Sales and is OMA-1 certified. At Hill Petroleum he is responsible for developing strategic sales plans, managing vendor relationships, and streamlining sales processes. His main goals are to create a team environment among the sales representatives, ensure sales growth and most importantly, customer satisfaction.

Shannon Haiges Marketing & Sales Assistant

Shannon is new to the Hill Petroleum Family as the inside sales and marketing assistant. Her passion for growing up around off-road vehicles and now owning a diesel herself, drew her to the fuel and oil industry. Shannon serves as a home base for the sales representatives that are out on the road as well as promoting Hill Petroleum on social media sites.

Scott Gallagher >>Central Dispatch
Work 303-350-3781
Email: sgallagher@hillpet.com

I am a very energetic, quick learner who strives for the best! With over 20 years of management experience in various fields, I have developed a great resume' of skills that can be applied anywhere. I have always been able to make friends with those who work for me as well as those I work for. Whenever I have been met with a challenge, I have always come away with a successful outcome.

Tyson Miller , MBA Senior Accountant
Direct Line: 303-350-3753
tmiller@hillpet.com

HILL PETROLEUM · Full-time HILL PETROLEUM · Full-time Feb 2018 - Present ·
As an accomplished, results-driven executive, I have more than 20 years of progressive experience in finance, strategy, and operations management in small companies to multi-national organizations. I have demonstrated ability in streamlining business operations that drive growth and increase efficiency and bottom-line profit. I am experienced in developing and implementing financial and process controls as well as productivity improvements and change management.

Shehan Kariapper Chief Financial Officer
Direct Line: 303-350-3756
skariapper@hillpet.com

HILL PETROLEUM · Full-time HILL PETROLEUM · Full-time Jun 2019 - Present ·
Record month-end and year-end journal entries, which includes amortization of prepaid expenses, depreciation of fixed assets, payroll expense, and intercompany transactions
Reconcile balance sheet accounts and ensures financial statements follow GAAP standard
Supports external reviews and tax return preparation by facilitating the provision of data to external accountants and responding to inquiries in a timely and professional manner
Conduct quantitative and qualitative analyses of financial data to determine reasonable ness of ending balances compared to current year budget and/or prior year balances
Update/Prepare disclosures for the notes to the financial statements.
Process daily cash transactions to ensure bank accounts are fully funded
Manage a team of 6 staff accountants

Gina Baker
Distributor Sales Rep
303-324-4200
gbaker@hillpet.com

Work History:

April 2001 to Present **Hill Petroleum**
Distributor Sales Rep

Responsibilities: Maintaining over 300 active sales accounts. Daily interaction with the multiple departments, Operations, Shipping & Receiving, Accounts Payable, Etc. Extensive Product Application knowledge.

August 1998 thru April 2001 **Gray Oil**
Distributor Sales Rep

Responsibilities: Oil and Fuel Sales, Daily Operations, Accounts Payable

February 1996 thru August 1998 **Siegel Oil** .
Operations

Responsibilities: Receptionist, Inside Sales, Product analysis, Dispatching, Oil Lab Technician

Education & Training:

- Pomona High School – 4.0 GPA 1984
- Colorado Community College 3.8 GPA 1986
- Customer Service Relations 1996
- OSHA Hazard Analysis 1996
- Mobil Lubrication Training 2000
- Chevron Lubrication Training 2002
- Waukasha Products training 2004
- Chevron University 2005-Present
- American Refining Education 5/6/2013

Skills & Experience:

Over 30 years in the Oil and Fuel business, this experience has resulted in a well-rounded solid performer with an outstanding record of achievements in sales, distribution, operations and accounts payable. A key ingredient to her outstanding performance is a unique understanding of organizational needs, TEAM objectives, attention to detail, and strong communication skills.

Gina Baker has been a Distributor Sales Rep for Hill Petroleum for 21 years. Gina has been through Chevron-Texaco and Mobil Oil Lubrication programs; this continued training gives her a great deal of knowledge within the industry. Gina has been in the sales side of this business for over 20 years, prior to that she was in customer sales, dispatch, and oil analysis. This diverse back ground has provided her with a well-rounded knowledge of this industry.

Dawn Mascarenas

303-350-3763

dmascarenas@hillpet.com

Work History :

October 2011 – Present **Hill Petroleum**

Inside Sales – Sales Assistant

Assist Sales Staff with maintaining customer accounts, taking fuel and product orders. Account set up. Provide internal and external customer support.

January 2011 – May 2011 **School District 11**

Teacher Aide

Assisted Kindergarten teacher with daily lessons, class supervision and testing. Daily contact with students and parents.

February 2004 – August 2009 **Pioneer Sand Co**

Dispatch Assistant

Reconciled driver's paperwork including DOT exemption logs. Entered and maintained maintenance records. Maintained fuel records for the Colorado Springs and Denver locations. Ordered various types of flagstone. Maintained E470 accounts. Provided internal and external customer support.

August 2001 – February 2004 **Adelphia**

Customer Service Representative

Provided customer service to incoming calls, helped customers with billing issues and upgrading services. Trouble shot problems to provide resolution.

October 1993 – August 1996 **Nextel**

Accounts Payable Clerk

Entered and processed payables for vendors M-Z. Processed bi-weekly check runs. Processed end of month and end of year reports

Education

- Pima Medical Institute, Medical Assisting, August 2009 to April 2010
- University Of Colorado at Colorado Springs, Accounting, August 1990 to June 1992

Skills

Certified in Medical Assisting, CPR, HIPPA, OSHA and medical terminology. MS Word, MS Excel, MS Outlook, Sage Software, CFA Info System, Phoenix Fuel System, JJ Keller Exemption System. Strong work ethic, excellent attention to detail, superior organizational skills, exceptional interpersonal skills, including phone and office etiquette.

Emergency Contact Information

Gina Baker >> Distributor Sales Rep
Cell 303-324-4200
Home 303-702-0776
Work 303-424-6262
Email: gbaker@hillpet.com

Scott Gallagher >>Central Dispatch
Work 303-350-3767
Email: sgallagher@hillpet.com

Juan Bailon>> Central Dispatch
Work 303-350-3750
Email: jbailon@hillpet.com

Thomas Walker >> VP Sales
Cell 720-245-7893
Email: twalker@hillpet.com

Perry Flot >> Greeley Manager
Cell 970-539-0765
Email: pflot@hillpet.com

Dawn Mascarenas >> Customer Service
Work 303-350-3763
Email: dmascarenas@hillpet.com

Shannon Haiges >> Sales Assistant
Work 303-350-3767
Email: shaiges@hillpet.com

Bryant Gimlin >> VP Operations
Cell 970-590-8782
Email: bgimlin@hillpet.com

Troy Hill >> President/Owner
Cell 303-434-7595
Email: troyhill@hillpet.com

ARAPAHOE COUNTY

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL

COVER SHEET

Date:	June 2, 2022
Solicitation Number:	22-22_MAPO
Solicitation title:	**BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES**
Proposal will be received until:	June 30, 2022, 2:00 p.m. www.bidnetdirect.com/colorado
For additional information please contact:	Sarah Huerta, CPPB, Senior Purchasing Manager (303) 795-4536
Email Address:	shuerta@arapahoegov.com
Documents included in this package:	Request for Proposal Statement of Interest and Qualifications – pg.17 Appendix A – Annual Usage Report per Gallon Appendix B – Pricing Spreadsheet Appendix C – Sample Agreement for Services

If any of the documents listed above are missing from this package, contact Arapahoe County Purchasing. If you require additional information, call the Purchasing Division contact person.

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The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Response, (3) the Response is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Response submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Hill Petroleum Fax: 303-350-3838

Address: 6301 Ralston Rd. City/State: Arvada Zip: 80002

Contact Person: Gina Baker Title: Distributor Sales Rep. Phone: 303-324-4200

Email Address: gbaker@hillpet.com

Authorized Representative's Signature: Bryant Gimlin Phone: 303-424-6262

Printed Name: Bryant Gimlin Title: V.P. Operations Date: 6/24/2022

Email Address: bgimlin@hillpet.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stephanie Sloan, CIC	
Flood and Peterson	PHONE (A/C, No, Ext): (970) 356-0123	FAX (A/C, No): (970) 330-1867
PO Box 578	E-MAIL ADDRESS: SSloan@floodpeterson.com	
Greeley CO 80632	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Houston Specialty Insurance Company	12936
INSURED	INSURER B : Imperium Insurance Company	35408
Hill Enterprises Inc, DBA: Hill Petroleum	INSURER C : Evanston Insurance Company	35378
6301 Ralston Road	INSURER D : Tokio Marine Specialty Company	23850
	INSURER E :	
Arvada CO 80002	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22/23 Pollution **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ECAP1-HS-GL-000176-01	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ECAP1-IIC-CA-000176-01	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A/C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			000176-01 /MKLV1EFX100646	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE Excess over $4M	$ 4,000,000 $ 4,000,000 $ $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ECAP1-IIC-WC-000176-01	06/01/2022	06/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			PPK2418089	06/01/2022	06/01/2023	On-site Contamination Off-Site Contamination Policy Aggregate	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Arapahoe County
7600 South Peoria Street
Centennial CO 80112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Sloan

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ARAPAHOE COUNTY

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL

STATEMENT OF INTEREST AND QUALIFICATIONS

If your firm is interested and qualified to provide the services requested, complete all blanks indicated below, attach information requested, and return in accordance with instructions contained herein.

1. Submitted By: Hill Petroleum

   a. Corporation X Partnership_____ Individual_____

   Joint Venture_____ Other: Describe:_____

   b. Local office responsible for providing these services:

   6301 Ralston Rd. Arvada CO 80002

   c. Name and telephone number (toll free if applicable) for 24-hour emergency contact:

   Hill Petroleum 303-424-6262 or Gina Baker 303-324-4200
   Hill Petroleum is on call 24 /7 /365 for contracted MAPO customers. If

2. Number of years your firm has been doing business in the State of Colorado under the name stated above:

   40 years
   Hill Petroleum is contracted with CGRS as a contracted environmental consultant

3. Number of years your firm has provided fuel, petroleum products and services described herein:

   40 years

4. If the duration stated in items 2 and 3 above are not the same, what other services did your firm provide and what other name did your business use during that period which differs?

5. Number of employees at the location indicated in 1.b: 56

6. Does your firm own its own fuel transport trucks?

   X Yes _____ No

7. Would your firm use common carriers to deliver fuel to MAPO and CEPC agencies or any other agency contracting under this solicitation?

   _____ Yes X No

Comments: Hill Petroleum has a late model well maintained fleet of trucks that include 14 transports, 23 bobtails, 2 bulk oil trucks, 9 package oil trucks, 8 propane bobtails and 5 service trucks. With a fleet this size, we would utilize a common carrier to make deliveries to our contracted customers.

8. Do you haul sulfur as well as low sulfur diesel in the same delivery trucks?

_____Yes __X__No

9. What assurances can your firm provide the fuel delivered is as specified and not contaminated?

Hill Petroleum only hauls and delivers ULSD(ultra low sulfue diesel) on our trucks. ULSD is the only product available in Colorado.

10. Can your firm guarantee product availability to MAPO and CEPC agencies?

__X__Yes _____No

a. If yes, provide a letter from your source(s) of supply assuring product availability.
b. Describe your procedure for supplying fuel in the event your source(s) of supply cannot:

Hill Petroleum has established relationships with all of the major front range suppliers. (See letter enclosed) We also have access to several out of state suppliers i.e Wyoming, Nebraska and New Mexico. In addition we have rail service to our facility in Arvada. Details in Company Profile.

11. What technical assistance would your firm provide to assist an agency experiencing fuel problems while using your products?

Hill Petroleum's Team has exstensive industry experties. We are very familiar with all petroleum products, fuel systems, storage and pumping facilities. Hill Petroleum has relationships with local equipment and environmental contractors to cover any issues that may arise. Hill Petroleum will work with suppliers and customers to get the problem resolved as quickly as possible.

12. Describe in detail, your proposed fuel treatment plan, i.e. – tank testing for condensation, etc.:

Hill Petroleum has partnered with Power Service additives. This is a proprietary additive that is endorsed by Cummins. Hill Petroleum recommends using Power Service products year around, due to our Colorado climate and our diesel characteristics.

Hill's trucks utilize specialty injection equipment to insure accurate blending at the time of delivery into the fuel for exact accuracy. If utilization of the additive is selected we collect fuel samples bi-annuallty to test for fungi and bacteria. On every delivery we stick the tanks for water and notify the customer as well as record negative or positive water found on the delivery ticket.

13. Is your firm able to provide fuel deliver on a 24-hour basis in the event of an emergency?

X Yes _____ No

Comments: Hill Petroleum provides delivery services, 24 /7 /365 for contracted MAPO customers. If desired, Hill Petroleum customers can access our fueling facilities in Arvada, Greeley and Fort Morgan. We accept fleet fueling cards.

14. Is there an additional charge for after-hours delivery?

X Yes _____ No

Comments: It is Hill Petroleum's civic duty to make sure ALL emergency equipment is able to maneuver the roads safely in any snowstorm, fire, flood or any other natural disaster. If extroadinary measures are required to ensure the health, safety and welfare of our employees in an emergency situation, additional charges may apply. This would be handled on a case-by-case basis.

15. Does your firm have refueling facilities available for use by MAPO and CEPC agencies?

X Yes _____ No

a. If yes, please provide locations of refueling facilities:

Arvada: 6301 Ralston Rd, Arvada CO 80002, Greeley: 555 E 8th St. Greeley CO 80631 Fort Morgan: 19950 E Railroad Ave Ft. Morgan 80701 Craig: 2970 E Highway 40 Craig CO 81625

16. If a MAPO or CEPC agency is non-compliant with State, Local, Federal, or EPA regulations, will your firm advise the Participating Agency and recommend a solution?

X Yes _____ No

Comments: Our commitment to all of our customers is to assist with all regulatory requirements. DOT, EPA and Federal regulations. We will advise on our area of experties and refer our resources on items where we have relationships with local environmental consulting and contracting firms.

17. Specify the number of working days after an award is made in which your firm will be able to implement a fuel program:

Immediate - 0 days

18. What type of emergency response procedures does your firm have in place to manage a fuel spill during delivery?

All delivery personnel are trained under the guidelines of HM 126 "Hazardous Material Safety and Handling" (spill and countermeasure control). Hill Petroleum is contracted with CGRS as a environmental consultant emergency responder.

All delivery vehicles carry an emergency spill containment kit for any on-site spills.

Driver will call dispatch and ask for emergency back up if spill is significant and needs attention with a more comprehensive spill kit.

Hill Petroleum can provide additional on-site spill kits to for our customers to purchase.

19. Is your firm currently, or within the last ten (10) years, been involved in any formal court proceedings regarding any of your services?

_____ Yes X No

Comments:

20. List other government entities and corporate accounts your firm is currently providing or has previously provided fuel and services as described herein:

a. Company / Agency Name: Arapahoe County

Contact Name: Debby Horning

Phone Number: 720-347-8944

Email Address: dhorning@arapahoecounty.com

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

b. Company / Agency Name: Boulder County

Contact Name: Grant Roberts

Phone Number: 303-678-6085

Email Address: groberts@bouldercounty.org

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

c. Company / Agency Name: City of Littleton

Contact Name: Alan Brown

Phone Number: 303-795-3982

Email Address: abrown@littletongov.org

Brief Description of Services:

Deliver transport and bobtail fuel, as well as oil and ancillary products to their locations. Test their fuel bi-annually and provide technical information for fuel and lube products.

d. Company / Agency Name: City of Arvada

Contact Name: Ike Miller

Phone Number: 720-898-7702

Email Address: imiller@aravda.org

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

e. Company / Agency Name: City of Thornton

Contact Name: David Carson

Phone Number: 720-977-6336

Email Address: davidcarson@thorntonco.gov

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

21. List financial references and include a current annual report or financial statement. THIS IS A MANDATORY REQUIREMENT OF THE PROPOSAL. IF REVIEW IS TO BE RESTRICTED TO OUR SELECTION COMMITTEE OR FINANCIAL OFFICER, MARK THESE DOCUMENTS AS CONFIDENTIAL.

a. Company / Agency Name: Chevron Products Company % NCA, Inc

Contact Name: Accounts Payable

Phone Number: 800-227-7006

Email Address: jenniferbruce@chevron.com

b. Company / Agency Name: Sinclair Oil Corporation

Contact Name: Kelly Adams

Phone Number: 801-524-2810

Email Address: kadams@sinclairoil.com

c. Company / Agency Name: Suncor Energy

Contact Name: Todd Sowell

Phone Number: 303-726-7051

Email Address: tsowell@suncor.com

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Pricing Sheet / Attached in Excel

Testimonials:

To all concerned participants:

The City of Littleton, Fleet Services Division has been doing business with Hill Petroleum for the entire fifteen plus years of my employment here. We purchase fuel from them exclusively. We also purchase the bulk of our various lubricants from Hill. We have found their products to be of high quality and a fair price. Their line offers a product for all our needs and so much more.

I consider Troy, Gina, and the rest of Hill's staff to be my friends as well as our advisors and business partners. They are very well informed in the field and always have the answers or solutions we are looking for. Service from Hill Petroleum is impeccable and a direct reflection of the company's management and culture. In addition to helping us find the right products, they also help us maintain the integrity of our delivery systems through tank inspections and reporting.

They demonstrate their commitment to us as a customer through priority service and the hosting of learning opportunities. We have come to trust Hill Petroleum implicitly and would do business elsewhere only grudgingly.

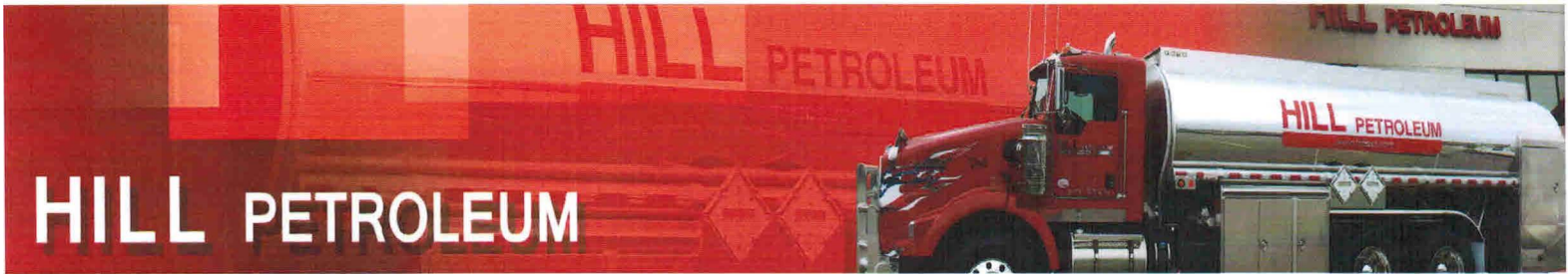
Alan H. Brown, CPFP
Fleet Manager, City of Littleton
1800 W. Belleview
Littleton, CO 80120
Office - 303-795-3982
Cell - 303-598-6320
Fax - 303-794-2498

"We have been partners with and customers of Hill Petroleum for over 20 years. Our experience has been very positive. They provide on-time service and quality product all with a focus on strong customer service. Because there are several vendors who are awarded the annual MAPO contract, we know we have a choice. But because of our long-term positive relationship with Hill, we continue to use their services because their prices have been competitively bid and contract options meet our purchasing requirements. When we have needs that are out of the ordinary, Hill Petroleum has always been quick to help us out with a positive attitude, great problem-solving ideas and professional follow-up services. We anticipate that because of this strong and lengthy relationship, should our needs ever exceed normal (as in an emergency situation), Hill will continue to step up and serve as a strong and valuable partner in helping us meet critical infrastructure needs for the Lakewood community."

Nina Hoffert, MPA, CAFM | Fleet Manager | City of Lakewood **| 303-987-7790 |** lakewood.org

For approximately 18 years Littleton Public Schools and Hill Petroleum have been partners in dealing with our fuel and lubricant needs and with any other needs that arise within the district. Once an order is placed, you can be assured of a prompt and courteous acknowledgement with an order confirmation and estimated delivery. Working with the folks at Hill Petroleum, you will not find a more professional and dedicated group of people to work with.

Keith Blanchfield
Parts Control
Ph 303-347-4788
Fax 303-347-4789
email: KBlanchfield@lps.k12.co.us



Understanding Scope of Work,Qualifications & Capabilities

Hill's Petroleum's 40 years of unyielding, long term performance and capabilities are unequaled among our competition. We deliver a wide variety of products to approximately 5000 customers throughout the tri-state region. We currently deliver over 100 million gallons of fuel and 1.7 million gallons of oil per year. Hill Petroleum also delivers 3 million gallons of propane to a wide variety of residential and commercial customers.

Hill Petroleum has their own fleet of modern well maintained trucks that include 12 transports, 21 tank wagons, 5 bulk oil trucks, 9 package trucks, 8 propane trucks, and 5 service trucks. With this size of fleet, there is no need for common carriers to make deliveries to the municipal facilities. It is Hill Petroleum's standard practice to deliver to our customers within 24 hours of placing an order.

Gina Baker has been Hill Petroleum's designated sales representative serving the municiple groups for the past 21 years. Gina's inherent knowledge and extensive product training coupled with Hill Petroleum's long term expertise and service capacity has historically provided the members of municipalities with an unequaled level of product application and delivery services.

Hill Petroleum has been providing these services to municipalities for over 30 years. It has been our team's privilege to meet and exceed these requirements. The timely and accurate delivery of these products regardless of the conditions (rain storms, blizzards, forest fires, and other catastrophic events) has been and will remain as one of our primary operational objectives. It is our humble and sincere opinion that this unique combination of sales expertise, product knowledge, company capabilities and long standing experience serving municipalities has positioned Hill Petroleum as the most qualified provider of petroleum products within the Rocky Mountain region.

Hill Petroleum is on call 24 / 7 / 365 for our customers.

Evaluation Criteria

Firm Experience -

Gina Baker has been Hill Petroleum's designated sales representative serving the members of the MAPO group for the past 26 years. Gina's inherent knowledge and extensive product training coupled with Hill Petroleum's long term expertise and service capacity has historically provided the members of the MAPO with an unequaled level of product application and delivery services.

Hill Petroleum has been providing these services to the MAPO group for over two decades. It has been our team's privilege to meet and exceed these requirements. The timely and accurate delivery of these products regardless of the conditions (rain storms, blizzards, forest fires, and other catastrophic events) has been and will remain as one of our primary operational objectives.

This team offers a comprehensive understanding of the complex and dynamic challenges associated with the long term management of today's modern fleet operating within the complex environmental climates of the Rocky Mountain region. It is our humble and sincere opinion that this unique combination of sales expertise, product knowledge, company capabilities and long standing experience serving the MAPO group has positioned Hill Petroleum as the most qualified provider of petroleum products within the Rocky Mountain region.

Fee Schedule -

Hill Petroleum accepts the following forms for payment:

EFT, ACH, check, and credit card (2% fee). Credit card payments are only accepted on tank wagon deliveries only. Fuel tank wagon deliveries are a net 30 days, while we offer a lower mark-up for transport deliveries paid in net 10 days. All oil deliveries and tank wagon propane deliveries are net 30 days.

All past due invoices will be subject to a 2% per month late fee.

Performance Capability -

Hill's Petroleum's 35 years of unyielding, long term performance and capabilities are unequaled among our competition. We deliver a wide variety of products to approximately 6000 customers throughout the tri-state region. We currently deliver over 100 million gallons of fuel and 1.7 million gallons of oil per year. Hill Petroleum also delivers 3 million gallons of propane to a wide variety of residential and commercial customers.

Hill Petroleum is always ready to deliver under the following adverse conditions: regional petroleum allocations, the 100 year flood of 2013, multiple forest fire events, blizzards, rain storms, and other environmental abnormalities.

June 20, 2022

Mr. Troy Hill
Hill Petroleum
6301 W. 58th Avenue
Arvada, CO 80002

Based on the historical nature of our relationship, and in particular, your long term and ratable agreements to supply various municipalities and other governmental agencies, Sinclair will make it a top priority to ensure that we will cover your supply commitments for these entities barring any acts of God or other catastrophic supply disruptions. Our relationship with Hill Petroleum is very important to us and we value your business.

We will consider this agreement to run in accordance with our supply contract with Hill Petroleum dated October 1, 2021 through October 1, 2022. We plan to review and renew our supply contract will Hill Petroleum in October, 2022.

Best Regards,

Tom Taylor
Denver Region Manager
Sinclair Oil Corporation

384 Inverness Parkway, Suite 210
Englewood, CO 80112
303.783.5000 – 303.783.5066 FAX

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HILL ENTERPRISES, INC.

2 Business name/disregarded entity name, if different from above
HILL PETROLEUM

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6301 RALSTON ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
ARVADA, CO 80002

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 0 8 6 9 3 0 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Tyler Hill | **Date** ▶ 01/19/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Questions & Answers - 1

Solicitation	RFP-22-22_MAPO - BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
Buying Organization	Arapahoe County

No	Question/Answer	Question Date
Q1	**Question: Fees For Use** Are there any fees to be paid to MAPO, Arapahoe County or Rocky Mountain, either by customer or vendor, for the use of this contract? **Answer:** There are no additional use fees for any party of the contract.	06/06/2022
Q2	**Question: Page 9, Option to Renew** Please clarify if renewal options for this agreement are mutual agreements, provided that prices are held as stated. **Answer:** Yes, all renewals are a mutual agreement.	06/06/2022
Q3	**Question: Bid Tabs, Last Contract** Please provide access to, link or copy of the awarded bid tabulations for the existing contract representing this business. **Answer:** Please see attached award bid tabulation.	06/06/2022
Q4	**Question: Page 13, Item I** Objective: Please give more description to the tank monitoring and fuel treatment services as described. Is this a fee by transaction service provided now to the users? **Answer:** Through the winter starting in Oct. timeframe Diesel Fuel Supplement Additive/Bulk is added per the ratio of Diesel delivered. We are charged usage of ratio of gallons of Diesel delivered. In the Springtime – April timeframe Diesel Full Clean additive. We are charged ratio of gallons of Diesel delivered.	06/06/2022
Q5	**Question: Page 19, Item 15, Refueling** Refueling Facilities: Please clarify what percentage of scoring this agreement is associated with the vendor providing refueling facilities (retail). There is no listed requirement in this solicitation for retail access or a means of providing/paying for that service. **Answer:** This solicitation is a Request for Proposal. The evaluation criteria are listed within the RFP document. Providing refueling facilities (retail) was not listed as one specific criteria, however, it would be scored along with other proposal information under: Understanding of Scope of Work and Services: Parties must be able to demonstrate their ability to meet the required qualifications listed in this solicitation. In addition, describe how the requested services will be provided and how they will be supported.	06/06/2022
Q6	**Question: 26/29 Section 4** Clarify request for 3 government customers as stated. Specifically as earlier in the document 5 government customer references are noted. **Answer:** Please include five (5) government customer references.	06/06/2022

No	Question/Answer	Question Date
Q7	**Question: Page 26/29** Please identify if the acceptance or non acceptance of purchase cards or credit cards has any impact on scoring. **Answer:** One of the criteria to be evaluated is the "Fee Schedule: Ability to provide requested pricing structures. Ability to accept varied payment methods (i.e. – Purchase Card, Check, EFT, etc.)." The pecentage allowed for this is 15%.	06/06/2022
Q8	**Question: Page 27/29 Pricing Option 1** Please clarify if pricing submitted is for Denver OPIS AVERAGE Weekly or Denver OPIS LOW Weekly for June 16th, 2022. **Answer:** Please quote price based on Appendix B, Pricing Form, page 27.	06/06/2022
Q9	**Question: Pricing Option 1** Daily Pricing. Is this option intended to be for OPIS Daily Pricing once executed or OPIS Weekly Pricing? **Answer:** Please quote price based on Appendix B, Pricing Form, page 27.	06/06/2022
Q10	**Question: Pricing Option 1** Daily Pricing. Is this option intended to be for OPIS Daily Pricing once executed or OPIS Weekly Pricing? **Answer:** See above.	06/06/2022
Q11	**Question: Bi Annual Pricing** Is this option requesting a fixed price option for six months base on OPIS pricing or is this an option for a six month OPIS weekly pricing differential? **Answer:** OPIS Weekly Pricing Differential	06/06/2022
Q12	**Question: Pricing Option 3 Annual Pricing** Is this option requesting a fixed price option for twelve months based on OPIS pricing or is this an option for a 12 month OPIS weekly pricing differential? **Answer:** OPIS Weekly Pricing Differential	06/06/2022
Q13	**Question: Pricing Tankwagons** In review of the available data for tank sizes and volume, there appears to be multiple tankwagon size storage tanks. Please clarify which tanks are delivered only by tankwagon and if vendors must quote all delivery sized to be considered for award. Will the award be a single award to one vendor or multiple vendors based on delivery size? **Answer:** As a cooperative, we do not have access to answer in detail which tanks are delivered only by tankwagon, however, the majority are deilivered by tankwagon. Yes, vendors must quote all delivered sizes to be considered. Our desire is to have a single award.	06/06/2022
Q14	**Question: Pricing All Options** Is it required that vendors must quote all three pricing options to be considered for award? **Answer:** It is preferrred that vendors provide all three pricing options so that MAPO and CEPC Participating Agencies can determine which structure suties the needs of their agency. All responsive, responsible submittals will be evaluated.	06/06/2022

No	Question/Answer	Question Date
Q15	**Question: UST or AST** Please identify all tanks listed as UST or AST, otherwise clarify if pump charges for transport deliveries may be line itemed? **Answer:** No line itemed charges will be acceptable. A listing of every tank that may be used by member agencies is not available.	06/06/2022
Q16	**Question: Arapahoe County Usage report** Does the Arapahoe County Government really take full loads of #1 dyed diesel, or do they take a blended product of #1 and #2 dyed ULSD. **Answer:** Arapahoe County Government uses: Summer - #2 ULSD Diesel with 1-1,500% with Power Service additive. Winter - #2 ULSD Diesel at 1-1,000% with Power Service additive and/or 70% #2 ULSD Diesel and 30% #1 ULSD Diesel with 1-1,000% Power Service additive.	06/13/2022
Q17	**Question: Arapahoe County Government** Do any entities take a #2 ULSD and #1 ULSD bled? **Answer:** As a cooperative, we do not have access to answer in detail.	06/13/2022
Q18	**Question: Arapahoe County Government** What percentage blend of #2 ULSD to #1ULSD do these entities utilize if any? **Answer:** Refer to the response provided for Q16.	06/13/2022
Q19	**Question: Bid award criteria** Is this an all or nothing bid? **Answer:** Our desire is to have a single award.	06/13/2022
Q20	**Question: Bid Award criteria** Will award be split by product? **Answer:** Our desire is to have a single award.	06/13/2022

ARAPAHOE COUNTY
COLORADO'S FIRST

BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
RFP-17-50-MAPO

BID OPENING, June 8, 2017, 2:05 PM

The Arapahoe County Commissioners reserve the right to waive all formalities or informalities both in the consideration of the solicitation responses and awarding the contract. If any discrepancies are found in the solicitation responses, we shall note these discrepancies and make a determination on them; if needed we may consult with County staff and/or Arapahoe County Commissioners.

Minimum Requirements

- Documentation of Local Office
- Three (3) References
- Completed Statement of Interest and Qualifications
- Letter of Guarantee from Refinery / Supplier

Bidder Name	Submittal Signed	Requirements Met	Addendum 1 & 2 Acknowledged	Copies 1+1+9
HILL PETROLEUM	Y / N	Y / N	Y / N	Y/N
MANSFIELD OIL COMPANY	Y / N	Y / N	Y / N	Y/N
SC FUELS	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N

County Witness — Date: 06/08/2017

Sarah D Huerta
County Witness — Date: 6/8/2017

CLEAR-DIESEL® FUEL & TANK CLEANER

TECHNICAL BULLETIN 9200

Clear-Diesel® Fuel & Tank Cleaner is an advanced diesel fuel and tank cleaning technology. This Fuel Polishing Formula removes water and slime, disperses fuel contaminants and stabilizes fuel during long-term storage.

Benefits

Disperses diesel fuel contaminants

Removes water and slime

+Petrofresh® provides maximum long-term storage stability – keeps fuel fresh

Prevents premature fuel-filter plugging

Protects against fuel tank corrosion

Effective in conjunction with **Bio Kleen® Diesel Fuel Biocide** to remove residual water and contaminants during microbial contamination clean-ups

Effective in all diesel fuels, including Ultra Low Sulfur Diesel (ULSD), biodiesel and biodiesel blends

Advanced Cleaning Technology

Power Service® **Clear-Diesel Fuel & Tank Cleaner** is an advanced fuel tank cleaning technology that has been proven effective in hundreds of fleet, marine, construction and agricultural applications. **Clear-Diesel** can be used as a vital part of any preventive maintenance program or for immediate clean-up of equipment or fuel storage tanks.

Provides Long-Term Fuel Stability

Diesel fuel deteriorates when stored for more than 90 days. **+PetroFresh** keeps fuel residues dispersed and diesel fuel fresh when stored up to 12 months. Fuel tanks stay cleaner and fuel-filters last longer with **Clear-Diesel Fuel & Tank Cleaner.**

DIRECTIONS FOR USING CLEAR-DIESEL FUEL& TANK CLEANER

To clean fuel tanks and prevent premature fuel-filter plugging:

1. Pump or drain excess water and fuel contaminants from the bottom of fuel tank until diesel fuel appears. If your fuel tank does not have a bottom drain, see suggested pump-out procedure outlined on the back of this bulletin.
2. Determine the total capacity in gallons of the fuel tank to be treated. Using the table below, choose the **Clear-Diesel** container that will treat a fuel tank of that capacity.

Part#	Container Size	Treats Up To
9228	1 Gallon	500 Gallons
9250	2.5 Gallons	1,250 Gallons
9255	55-Gallon Drum	27,500 Gallons

3. Add **Clear-Diesel** to the fuel tank. Fill tank with fuel.

To maintain a clean fuel tank and stabilize fuel for long-term storage:

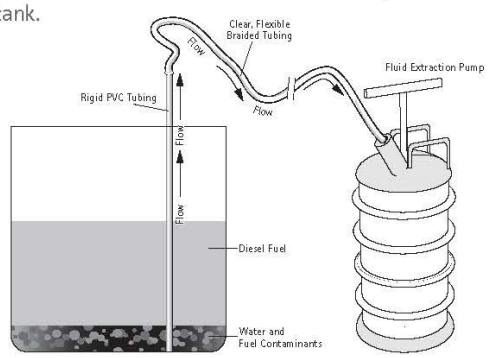
1. Determine the total capacity in gallons of the fuel tank to be treated. Using the table below, choose the **Clear-Diesel** container that will treat a fuel tank of that capacity.

Part#	Container Size	Treats Up To
9228	1 Gallon	1,000 Gallons
9250	2.5 Gallons	2,500 Gallons
9255	55-Gallon Drum	55,000 Gallons

2. Add **Clear-Diesel** to the fuel tank. Fill tank with fuel.

Pump-Out Procedure to Remove Water and Fuel Contaminants

If your fuel tank does not have a bottom drain, use the diagram and instructions below to build a pump-out system to remove water and fuel contaminants from the lowest point of the fuel tank.



Parts List for Do-It-Yourself Pump-Out

- A fluid extraction pump (electric or manual) rated for use in diesel fuel
- One 2-foot section of clear, flexible braided tubing – diameter to match size of pump intake
- One 5-foot section of rigid PVC tubing to use as a probe – diameter to match clear flexible tubing

Access to the inside of fuel tanks can be accomplished through fuel fill orifices, fuel level/gauge sending units or fuel tank inspection plates.

Insert the rigid PVC tubing into the fuel tank until it makes contact with the bottom of the fuel tank. Initiate pump to begin pump-out. View water and other fuel tank contaminants through the clear plastic tubing. Stop pump-out when clean diesel fuel appears.

Discard tank bottoms in a method compliant with state and federal environmental regulations.

TYPICAL PHYSICAL PROPERTIES OF CLEAR-DIESEL FUEL & TANK CLEANER

Color ..... Straw Yellow
Density (lbs/gal) 7.38
Sulfur Content ..... <15 parts per million (ppm)
Flash Point
- Customer Convenience Formula (1:400) ..... 105°F.
- Concentrated Formula (1:1,000) ..... 142°F.

Pour Point ..... -90°F.
Solubility
- In Diesel Fuel ..... Completely Soluble
- In Biodiesel and Biodiesel Blends ..... Completely Soluble
- In Kerosene ..... Completely Soluble

Shipping and Handling
- Part Nos. 9216, 9225, 9280, 9228, 9250, 9255 . Not regulated by DOT
- Part No. 9260 ..... NA1993, Combustible Liquid N.O.S. (Hydroxy Alkoxylate), Class 3, PG III, Marine Pollutant (2,6-di-tert-butylphenol)

Use of **Clear-Diesel Fuel & Tank Cleaner** will not harm diesel oxidation catalysts or diesel particulate filters on 2007 or newer engines.

This diesel fuel additive complies with the federal low sulfur content requirements for use in diesel motor vehicles and nonroad engines.

PART#	PACK	TREATS
CUSTOMER CONVENIENCE FORMULA – 1:400 TREATMENT RATIO		
9216-09	9/1 16-Ounce	Up to 40 Gallons
9225-09	9/1 32-Ounce	Up to 100 Gallons
9280-06	6/1 80-Ounce	Up to 250 Gallons
CONCENTRATED FORMULA – 1:1,000 TREATMENT RATIO		
9228-04	4/1 One-Gallon	Up to 1,000 Gallons
9250-02	Two/2.5-Gallon	Up to 2,500 Gallons
9255	55-Gallon Drum	Up to 55,000 Gallons

POWER SERVICE PS Diesel Additives
www.powerservice.com

513 Peaster Highway · Weatherford, Texas 76086-1089
817.599.9486 · 800.643.9089
Power Service Products, Inc. · 7.16.15 25204 ©2015

DIESEL KLEEN® +CETANE BOOST®

Endorsed by Cummins Inc.

Power Service Diesel Kleen +Cetane Boost is a total injector cleaner and performance improver that cleans injectors, boosts cetane and prevents asphaltene formations. It restores lost power and fuel economy and smooths rough-running engines.

ADVANCED DETERGENT TECHNOLOGY

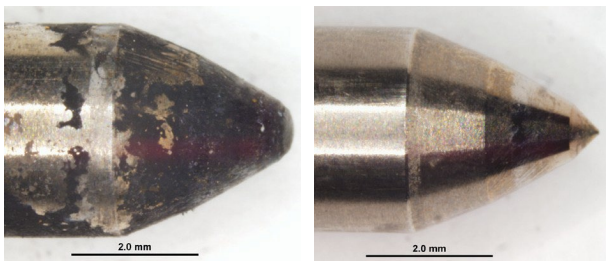
Power Service Diesel Kleen +Cetane Boost is formulated with the most effective diesel injector detergent technology in the industry to provide maximum clean-up and prevention of diesel deposits found in modern direct injection diesel engines.

Cleans dirty injectors and prevents injector sticking in both High Pressure Common Rail (HPCR) and older systems

Removes both Internal Diesel Injector Deposits (IDIDs) and external deposits (nozzle coking) that decrease power and fuel economy

Restores lost power and fuel economy

DW10B DIESEL FUEL INJECTOR FOULING TEST



High Pressure Common Rail injectors before and after clean-up with fuel treated with Diesel Kleen +Cetane Boost.

PREVENTS ASPHALTENES

The natural anti-oxidation properties of diesel fuel are decreased as sulfur is removed, causing ULSD to become thermally unstable when exposed to the extreme heat and pressures in HPCR (High Pressure Common Rail) injection systems. Thermal instability also can cause the formation of asphaltenes, resulting in black soot formations on fuel-filters.

Prevents asphaltene formations and thermal breakdown of diesel fuel – protects against sludge formations that plug fuel-filters and injectors

Use of Diesel Kleen prevents the darkening of diesel fuel caused by polymerization of asphaltenes, which agglomerate and plate out as black deposits on fuel-filters, pumps and injectors

Baseline without Diesel Kleen after 200 hours.

Fuel treated with Diesel Kleen detergent after 200 hours.

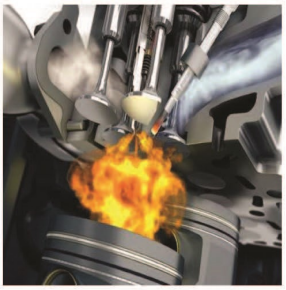
BOOSTS CETANE

There is a direct relationship between a diesel fuel's cetane number and its ignition point. Delayed ignition is a primary cause of increased emissions and inferior engine performance. The lower the cetane number, the longer the ignition delay. Fuels with high cetane numbers burn more quickly and more completely, resulting in smoother-running engines with less power lag, lower emissions and easier engine starting.

Boosts cetane up to 6 numbers – engines run smoother with less power lag and faster cold starts

Increased power and reduced need for downshifting

Smoother and quieter engine operation



Cetane reduces ignition delay and increases fuel burn for complete combustion.

Directions for Use

Add **Diesel Kleen +Cetane Boost** as directed on the container label. To ensure thorough mixing, add prior to filling tanks with diesel fuel.

PART#	PACK	TREATS
CUSTOMER CONVENIENCE FORMULA – 1:400 TREATMENT RATIO		
3016-09	9/1 16-Ounce	Up to 40 Gallons
3025-12	12/1 32-Ounce	Up to 100 Gallons
3080-06	6/1 80-Ounce	Up to 250 Gallons
CONCENTRATED FORMULA – 1:1,000 TREATMENT RATIO		
3128-04	4/1 One-Gallon	Up to 1,000 Gallons
CONCENTRATED FORMULA – 1:1,500 TREATMENT RATIO		
3850-02	Two/2.5-Gallon	Up to 3,750 Gallons
3855	55-Gallon Drum	Up to 82,500 Gallons
3860	260-Gallon Tote	Up to 390,000 Gallons
3800	6,000-Gallon Min.	Up to 9,000,000 Gallons

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CONV. CLEAR PRICES 7.8

RVP

		Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Cenex	b	1-10	-- --	-- --	-- --	-- --	469.00	-11.68	06/17	18:00
PSX	b	1-10	-- --	-- --	-- --	-- --	472.92	- 9.90	06/17	18:00
PSX	u	N-10	-- --	-- --	-- --	-- --	477.75	-12.00	06/17	18:00
Sinclair	b	1-10	-- --	-- --	441.97	- 5.11	-- --	-- --	06/17	18:01
Sinclair	u	1-10	-- --	-- --	447.47	- 5.11	-- --	-- --	06/17	18:01
LOW RACK			-- --		441.97		469.00			
HIGH RACK			-- --		447.47		477.75			
RACK AVG			-- --		444.72		473.22			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			-- --		422.46		438.83			
BRD LOW RACK			-- --		441.97		469.00			
BRD HIGH RACK			-- --		441.97		472.92			
BRD RACK AVG			-- --		441.97		470.96			
UBD LOW RACK			-- --		447.47		477.75			
UBD HIGH RACK			-- --		447.47		477.75			
UBD RACK AVG			-- --		447.47		477.75			
CONT AVG-06/20			-- --		444.72		473.22			
CONT LOW-06/20			-- --		441.97		469.00			
CONT HIGH-06/20			-- --		447.47		477.75			

DENVER, CO 2022-06-20 10:00:21
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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES 7.8

RVP

		Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Sunoco	b	125-3	402.41	- 9.71	419.41	- 9.71	444.58	- 9.71	06/17	18:00
Valero	b	1-10	403.04	- 9.56	419.20	- 9.05	445.97	- 9.30	06/17	18:00
Suncor	u	N-10	405.50	-11.50	422.50	-11.50	447.50	-11.50	06/17	18:00
Cenex	b	1-10	405.85	-12.66	420.31	-12.27	447.09	-12.39	06/17	18:00
PSX	b	1-10	406.00	- 9.90	422.67	- 9.90	447.67	- 9.90	06/17	18:00
Valero	u	N-10	406.50	-12.42	424.25	-12.42	448.50	-13.42	06/17	18:00
Sun-Shell	b	1-10	407.50	-11.50	424.50	-11.50	449.50	-11.50	06/17	18:00
Sun-XOM	b	1-10	407.50	-11.50	-- --	-- --	449.50	-11.50	06/17	18:00
Shell	b	125-3	410.10	- 9.28	427.32	- 9.27	459.62	- 9.28	06/17	18:00
Sinclair	b	1-10	410.97	- 5.11	433.50	- 5.00	458.50	- 5.00	06/17	18:01
PSX	u	N-10	411.75	-12.00	428.00	-12.00	455.75	-12.00	06/17	18:00
HlyFrntr	u	N-10	412.31	- 5.05	432.14	- 5.05	456.89	- 5.05	06/17	18:00
Sinclair	u	1-10	416.47	- 5.11	436.50	- 5.00	461.50	- 5.00	06/17	18:01
Wyo. Ref.	u	1-10	418.00	- 2.00	436.00	- 2.00	460.50	- 2.00	06/17	18:00
Vector	u	Net	-- --	-- --	-- --	-- --	470.61	- 2.46	06/17	18:01
LOW RACK			402.41		419.20		444.58			
HIGH RACK			418.00		436.50		470.61			
RACK AVG			408.85		426.64		453.58			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			372.20		372.20		-- --			

BRD LOW RACK	402.41	419.20	444.58
BRD HIGH RACK	410.97	433.50	459.62
BRD RACK AVG	406.67	423.84	450.30
UBD LOW RACK	405.50	422.50	447.50
UBD HIGH RACK	418.00	436.50	470.61
UBD RACK AVG	411.76	429.90	457.32
CONT AVG-06/20	408.85	426.64	453.58
CONT LOW-06/20	402.41	419.20	444.58
CONT HIGH-06/20	418.00	436.50	470.61

DENVER, CO

LOW RETAIL	461.05
AVG RETAIL	485.86
LOW RETAIL EX-TAX	418.89
AVG RETAIL EX-TAX	443.70

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS PURE ETHANOL PRICES

	Terms	w/out RINS	Move	with RINS	Move	Move Date	Time
Vitol BFM	u Net	-- --	-- --	310.00	- 3.00	06/17	18:00
LOW RACK		-- --		310.00			
HIGH RACK		-- --		310.00			
RACK AVG		-- --		310.00			
UBD LOW RACK		-- --		310.00			
UBD HIGH RACK		-- --		310.00			
UBD RACK AVG		-- --		310.00			
CONT AVG-06/20		-- --		310.00			
CONT LOW-06/20		-- --		310.00			
CONT HIGH-06/20		-- --		310.00			

TOTAL ETHANOL AVG 310.00

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS E-70 PRICES

	Terms	Unl	Move	Move Date	Time
Cenex	b 1-10	233.43	-14.51	06/17	18:00
Valero	u N-10	238.07	- 5.65	06/17	18:00
Valero	b 1-10	240.47	- 5.71	06/17	18:00
LOW RACK		233.43			
HIGH RACK		240.47			
RACK AVG		237.32			
BRD LOW RACK		233.43			
BRD HIGH RACK		240.47			
BRD RACK AVG		236.95			
UBD LOW RACK		238.07			
UBD HIGH RACK		238.07			

UBD RACK AVG	238.07
CONT AVG-06/20	237.32
CONT LOW-06/20	233.43
CONT HIGH-06/20	240.47

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Valero	u	N-10	446.21	-23.00	476.67	-23.50	-- --	-- --	06/17	18:00
Shell	u	N-10	447.20	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
Suncor	u	N-10	449.50	-21.00	477.50	-21.00	452.50	-21.00	06/17	18:00
FlntHlsRs	u	N-10	450.10	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
HTP Enrgy	u	N-10	450.75	-22.40	-- --	-- --	-- --	-- --	06/17	18:00
Sun-XOM	b	N-10	451.50	-21.00	-- --	-- --	454.50	-21.00	06/17	18:00
Shell	b	1-10	451.72	-22.67	-- --	-- --	-- --	-- --	06/17	18:00
PSX	u	N-10	452.00	-21.00	477.00	-21.00	-- --	-- --	06/17	18:00
Valero	b	1-10	455.69	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	456.98	- 8.98	485.75	- 9.19	465.77	- 8.98	06/17	18:00
Growmark	u	N-10	457.29	-14.96	-- --	-- --	-- --	-- --	06/17	18:00
HlyFrntr	u	N-10	457.88	-12.37	-- --	-- --	458.81	-12.37	06/17	18:00
PSX	b	1-10	460.48	-22.20	484.72	-22.20	-- --	-- --	06/17	18:00
Vector	u	Net	461.72	-12.39	490.72	-12.39	464.97	-12.39	06/17	18:01
Sinclair	b	1-10	462.50	-12.50	491.50	-12.50	465.75	-12.50	06/17	18:01
Sinclair	u	1-10	462.50	-12.50	491.50	-12.50	465.75	-12.50	06/17	18:01
Sunoco	b	125-3	466.23	-23.32	-- --	-- --	-- --	-- --	06/17	18:00
Wyo. Ref.	u	1-10	469.50	+ 3.50	-- --	-- --	473.50	+ 3.50	06/16	18:00
Apex	u	N-10	499.53o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			446.21		476.67		452.50			
HIGH RACK			469.50		491.50		473.50			
RACK AVG			456.10		484.42		462.69			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.21		-- --		438.46			
BRD LOW RACK			451.50		484.72		454.50			
BRD HIGH RACK			466.23		491.50		465.77			
BRD RACK AVG			457.87		487.32		462.01			
UBD LOW RACK			446.21		476.67		452.50			
UBD HIGH RACK			469.50		491.50		473.50			
UBD RACK AVG			454.97		482.68		463.11			
CONT AVG-06/20			456.10		484.42		462.69			
CONT LOW-06/20			446.21		476.67		452.50			
CONT HIGH-06/20			469.50		491.50		473.50			

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time

Shell	u	N-10	447.60	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
Suncor	u	N-10	450.00	-21.00	478.00	-21.00	453.00	-21.00	06/17	18:00
FlntHlsRs	u	N-10	450.45	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
HTP Enrgy	u	N-10	451.10	-22.40	-- --	-- --	-- --	-- --	06/17	18:00
Valero	u	N-10	451.71	-23.00	477.02	-23.50	-- --	-- --	06/17	18:00
PSX	u	N-10	452.50	-21.00	477.50	-21.00	-- --	-- --	06/17	18:00
Valero	b	1-10	456.04	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	457.38	- 8.98	486.15	- 9.19	466.17	- 8.98	06/17	18:00
Growmark	u	N-10	457.64	-14.95	-- --	-- --	-- --	-- --	06/17	18:00
HlyFrntr	u	N-10	458.38	-12.37	-- --	-- --	459.31	-12.37	06/17	18:00
PSX	b	1-10	460.99	-22.20	485.23	-22.20	-- --	-- --	06/17	18:00
Vector	u	Net	462.07	-12.39	491.07	-12.39	465.32	-12.39	06/17	18:01
Sinclair	b	1-10	462.85	-12.50	491.85	-12.50	466.10	-12.50	06/17	18:01
Sinclair	u	1-10	462.85	-12.50	491.85	-12.50	466.10	-12.50	06/17	18:01
Wyo. Ref.	u	1-10	469.85	+ 3.50	-- --	-- --	473.85	+ 3.50	06/16	18:00
Apex	u	N-10	499.88o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			447.60		477.02		453.00			
HIGH RACK			469.85		491.85		473.85			
RACK AVG			456.76		484.83		464.26			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.56		-- --		438.81			
BRD LOW RACK			456.04		485.23		466.10			
BRD HIGH RACK			462.85		491.85		466.17			
BRD RACK AVG			459.32		487.74		466.14			
UBD LOW RACK			447.60		477.02		453.00			
UBD HIGH RACK			469.85		491.85		473.85			
UBD RACK AVG			455.83		483.09		463.52			
CONT AVG-06/20			456.76		484.83		464.26			
CONT LOW-06/20			447.60		477.02		453.00			
CONT HIGH-06/20			469.85		491.85		473.85			

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR NO. 1 PREMIUM DISTILLATE PRICES

		No.1		Pre		Move	
	Terms	Pre	Move	RD	Move	Date	Time
Cenex	b 1-10	490.50	- 9.19	490.90	- 9.19	06/17	18:00
LOW RACK		490.50		490.90			
HIGH RACK		490.50		490.90			
RACK AVG		490.50		490.90			
BRD LOW RACK		490.50		490.90			
BRD HIGH RACK		490.50		490.90			
BRD RACK AVG		490.50		490.90			
CONT AVG-06/20		490.50		490.90			
CONT LOW-06/20		490.50		490.90			
CONT HIGH-06/20		490.50		490.90			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR WINTER DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Shell	u	N-10	450.20	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
FlntHlsRs	u	N-10	451.27	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
Valero	u	N-10	452.46	-23.00	477.52	-23.50	-- --	-- --	06/17	18:00
PSX	u	N-10	455.00	-21.00	-- --	-- --	-- --	-- --	06/17	18:00
Valero	b	1-10	456.70	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	458.23	- 8.98	487.00	- 9.19	462.98	- 8.98	06/17	18:00
PSX	b	1-10	462.50	-22.20	-- --	-- --	-- --	-- --	06/17	18:00
Vector	u	Net	468.72	-12.39	-- --	-- --	-- --	-- --	06/17	18:01
Sinclair	b	1-10	469.50	-12.50	-- --	-- --	467.00	-12.50	06/17	18:01
Sinclair	u	1-10	469.50	-12.50	-- --	-- --	467.00	-12.50	06/17	18:01
Apex	u	N-10	500.50o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			450.20		477.52		462.98			
HIGH RACK			469.50		487.00		467.00			
RACK AVG			459.41		482.26		465.66			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.21		-- --		438.46			
BRD LOW RACK			456.70		487.00		462.98			
BRD HIGH RACK			469.50		487.00		467.00			
BRD RACK AVG			461.73		487.00		464.99			
UBD LOW RACK			450.20		477.52		467.00			
UBD HIGH RACK			469.50		477.52		467.00			
UBD RACK AVG			457.86		477.52		467.00			
CONT AVG-06/20			459.41		482.26		465.66			
CONT LOW-06/20			450.20		477.52		462.98			
CONT HIGH-06/20			469.50		487.00		467.00			

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE WINTER DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Shell	u	N-10	450.70	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
FlntHlsRs	u	N-10	451.62	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
Valero	u	N-10	452.81	-23.00	-- --	-- --	-- --	-- --	06/17	18:00
Valero	b	1-10	458.06	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	458.63	- 8.98	487.40	- 9.19	463.38	- 8.98	06/17	18:00
PSX	b	1-10	463.01	-22.20	-- --	-- --	-- --	-- --	06/17	18:00
Vector	u	Net	469.07	-12.39	-- --	-- --	-- --	-- --	06/17	18:01
Sinclair	b	1-10	469.85	-12.50	-- --	-- --	467.35	-12.50	06/17	18:01
Sinclair	u	1-10	469.85	-12.50	-- --	-- --	467.35	-12.50	06/17	18:01
Apex	u	N-10	500.85o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			450.70		487.40		463.38			
HIGH RACK			469.85		487.40		467.35			
RACK AVG			460.40		487.40		466.03			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.56		-- --		438.81			
BRD LOW RACK			458.06		487.40		463.38			

BRD HIGH RACK	469.85	487.40	467.35
BRD RACK AVG	462.39	487.40	465.37
UBD LOW RACK	450.70	-- --	467.35
UBD HIGH RACK	469.85	-- --	467.35
UBD RACK AVG	458.81	-- --	467.35
CONT AVG-06/20	460.40	487.40	466.03
CONT LOW-06/20	450.70	487.40	463.38
CONT HIGH-06/20	469.85	487.40	467.35

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS SPECIALTY DISTILLATE PRICES

	Terms	JET	Move	MARINE	Move	Move Date	Time
PSX	b N-10	470.43	-14.50	-- --	-- --	06/18	00:01
LOW RACK		470.43		-- --			
HIGH RACK		470.43		-- --			
RACK AVG		470.43		-- --			
BRD LOW RACK		470.43		-- --			
BRD HIGH RACK		470.43		-- --			
BRD RACK AVG		470.43		-- --			
CONT AVG-06/20		470.43		-- --			
CONT LOW-06/20		470.43		-- --			
CONT HIGH-06/20		470.43		-- --			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2 WNT	ULS2P WNT	Move Date	Time
Cenex	b 1-10	456.98	461.73	457.38	462.13	458.23	462.98	06/17	18:00
HlyFrntr	u N-10	457.88	-- --	458.38	-- --	458.81	-- --	06/17	18:00
PSX	b 1-10	459.98	-- --	460.48	-- --	462.00	-- --	06/17	18:00
Vector	u Net	461.72	-- --	462.07	-- --	-- --	-- --	06/17	18:01
Sinclair	b 1-10	462.50	465.75	462.85	466.10	469.50	467.00	06/17	18:01
Sinclair	u 1-10	462.50	465.75	462.85	466.10	469.50	467.00	06/17	18:01
LOW RACK		456.98	461.73	457.38	462.13	458.23	462.98		
HIGH RACK		462.50	465.75	462.85	466.10	469.50	467.00		
RACK AVG		460.26	464.41	460.67	464.78	463.61	465.66		
BRD LOW RACK		456.98	461.73	457.38	462.13	458.23	462.98		
BRD HIGH RACK		462.50	465.75	462.85	466.10	469.50	467.00		
BRD RACK AVG		459.82	463.74	460.24	464.12	463.24	464.99		

UBD LOW RACK	457.88	465.75	458.38	466.10	458.81	467.00
UBD HIGH RACK	462.50	465.75	462.85	466.10	469.50	467.00
UBD RACK AVG	460.70	465.75	461.10	466.10	464.16	467.00
CONT AVG-06/20	460.26	464.41	460.67	464.78	463.61	465.66
CONT LOW-06/20	456.98	461.73	457.38	462.13	458.23	462.98
CONT HIGH-06/20	462.50	465.75	462.85	466.10	469.50	467.00

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

	Terms	ULS2D WNT	ULS2PD WNT	Move Date	Time
Cenex	b 1-10	458.63	463.38	06/17	18:00
HlyFrntr	u N-10	459.31	-- --	06/17	18:00
Sinclair	b 1-10	469.85	467.35	06/17	18:01
Sinclair	u 1-10	469.85	467.35	06/17	18:01
LOW RACK		458.63	463.38		
HIGH RACK		469.85	467.35		
RACK AVG		464.41	466.03		
BRD LOW RACK		458.63	463.38		
BRD HIGH RACK		469.85	467.35		
BRD RACK AVG		464.24	465.37		
UBD LOW RACK		459.31	467.35		
UBD HIGH RACK		469.85	467.35		
UBD RACK AVG		464.58	467.35		
CONT AVG-06/20		464.41	466.03		
CONT LOW-06/20		458.63	463.38		
CONT HIGH-06/20		469.85	467.35		

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2 WNT	ULS2P WNT	Move Date	Time
PSX	u N-10	452.00	-- --	452.50	-- --	454.00	-- --	06/17	18:00
Valero	u N-10	452.46	-- --	453.46	-- --	-- --	-- --	06/17	18:00
Valero	b 1-10	455.69	-- --	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b 1-10	458.82	463.57	459.22	463.97	460.07	464.82	06/17	18:00
PSX	b 1-10	459.47	-- --	462.00	-- --	461.49	-- --	06/17	18:00
Vector	u Net	460.97	-- --	461.39	-- --	-- --	-- --	06/17	18:01
Sinclair	b 1-10	461.75	465.00	462.17	465.35	-- --	466.25	06/17	18:01

Sinclair	u 1-10	461.75	465.00	462.17	465.35	-- --	466.25	06/17 18:01
LOW RACK		452.00	463.57	452.50	463.97	454.00	464.82	
HIGH RACK		461.75	465.00	462.17	465.35	461.49	466.25	
RACK AVG		457.86	464.52	458.99	464.89	458.52	465.77	
BRD LOW RACK		455.69	463.57	459.22	463.97	460.07	464.82	
BRD HIGH RACK		461.75	465.00	462.17	465.35	461.49	466.25	
BRD RACK AVG		458.93	464.29	461.13	464.66	460.78	465.54	
UBD LOW RACK		452.00	465.00	452.50	465.35	454.00	466.25	
UBD HIGH RACK		461.75	465.00	462.17	465.35	454.00	466.25	
UBD RACK AVG		456.80	465.00	457.38	465.35	454.00	466.25	
CONT AVG-06/20		457.86	464.52	458.99	464.89	458.52	465.77	
CONT LOW-06/20		452.00	463.57	452.50	463.97	454.00	464.82	
CONT HIGH-06/20		461.75	465.00	462.17	465.35	461.49	466.25	

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS2D WNT	ULS2PD WNT	Move Date	Time
PSX	u N-10	454.50	-- --	06/17	18:00
Cenex	b 1-10	460.47	465.22	06/17	18:00
PSX	b 1-10	462.00	-- --	06/17	18:00
Sinclair	b 1-10	-- --	466.60	06/17	18:01
Sinclair	u 1-10	-- --	466.60	06/17	18:01
LOW RACK		454.50	465.22		
HIGH RACK		462.00	466.60		
RACK AVG		458.99	466.14		
BRD LOW RACK		460.47	465.22		
BRD HIGH RACK		462.00	466.60		
BRD RACK AVG		461.24	465.91		
UBD LOW RACK		454.50	466.60		
UBD HIGH RACK		454.50	466.60		
UBD RACK AVG		454.50	466.60		
CONT AVG-06/20		458.99	466.14		
CONT LOW-06/20		454.50	465.22		
CONT HIGH-06/20		462.00	466.60		

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2P WNT	ULS2PD WNT	Move Date	Time
Cenex	b 1-10	455.59	-- --	455.99	-- --	-- --	-- --	06/17	18:00
Vector	u Net	460.22	-- --	460.64	-- --	-- --	-- --	06/17	18:01
Sinclair	b 1-10	461.00	464.25	461.42	464.60	465.50	465.85	06/17	18:01

Sinclair	u 1-10	461.00	464.25	461.42	464.60	465.50	465.85	06/17 18:01
LOW RACK		455.59	464.25	455.99	464.60	465.50	465.85	
HIGH RACK		461.00	464.25	461.42	464.60	465.50	465.85	
RACK AVG		459.45	464.25	459.87	464.60	465.50	465.85	
BRD LOW RACK		455.59	464.25	455.99	464.60	465.50	465.85	
BRD HIGH RACK		461.00	464.25	461.42	464.60	465.50	465.85	
BRD RACK AVG		458.30	464.25	458.71	464.60	465.50	465.85	
UBD LOW RACK		460.22	464.25	460.64	464.60	465.50	465.85	
UBD HIGH RACK		461.00	464.25	461.42	464.60	465.50	465.85	
UBD RACK AVG		460.61	464.25	461.03	464.60	465.50	465.85	
CONT AVG-06/20		459.45	464.25	459.87	464.60	465.50	465.85	
CONT LOW-06/20		455.59	464.25	455.99	464.60	465.50	465.85	
CONT HIGH-06/20		461.00	464.25	461.42	464.60	465.50	465.85	

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2P WNT	ULS2PD WNT	Move Date Time
Cenex	b 1-10	453.61	-- --	454.01	-- --	-- --	-- --	06/17 18:00
Vector	u Net	458.22	-- --	458.64	-- --	-- --	-- --	06/17 18:01
Sinclair	b 1-10	459.00	462.25	459.42	462.60	463.50	463.85	06/17 18:01
Sinclair	u 1-10	459.00	462.25	459.42	462.60	463.50	463.85	06/17 18:01
LOW RACK		453.61	462.25	454.01	462.60	463.50	463.85	
HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
RACK AVG		457.46	462.25	457.87	462.60	463.50	463.85	
BRD LOW RACK		453.61	462.25	454.01	462.60	463.50	463.85	
BRD HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
BRD RACK AVG		456.31	462.25	456.72	462.60	463.50	463.85	
UBD LOW RACK		458.22	462.25	458.64	462.60	463.50	463.85	
UBD HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
UBD RACK AVG		458.61	462.25	459.03	462.60	463.50	463.85	
CONT AVG-06/20		457.46	462.25	457.87	462.60	463.50	463.85	
CONT LOW-06/20		453.61	462.25	454.01	462.60	463.50	463.85	
CONT HIGH-06/20		459.00	462.25	459.42	462.60	463.50	463.85	

Copyright, Oil Price Information Service

AGREEMENT FOR SERVICES

Project Number or Name: RFP-22-22_MAPO, Bulk Fuel Purchase and Delivery

THIS AGREEMENT is entered into as of the 1st day of August, 2022 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Hill Petroleum (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Contractor agrees to perform the services described in Paragraph 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. Time of Performance. The services of the Contractor are to commence and be completed (or end) by the dates set forth in Paragraph 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to Paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. Method of Payment. The County will compensate the Contractor for services rendered in accordance with Paragraph 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. Contractor shall submit invoices in a form acceptable to the County and in conformance with the County's policies. Contractor shall provide such backup information for its invoices as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any accepted invoices to make payment to the Contractor.

4. General Terms and Conditions.

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County, provided the Contractor has been paid for these services. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between

the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. Pursuant to Colorado Revised Statutes § 24-34-402, as amended, while providing services under this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County, provided the Contractor has been paid for these services.

G. Assignment of Copyrights. Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

a. Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in compensation or a time extension; and/or

b. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

c. Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

R. Accuracy of Work. Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) Commercial General Liability: Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site
- $2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) Automobile Liability: Contractor shall maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

4) Professional Liability Insurance. Errors and Omissions or Professional Liability Insurance is required. The required minimum amount of coverage is $_____ _____.

5) Cyber Liability Insurance. Cyber Liability Insurance is required. The required minimum amount of coverage is not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, agents, and assignees (the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. Contractor's obligation to indemnify pursuant to this Paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to provide services under the terms of this

Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Paragraph 4 of Exhibit A.

10. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

11. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 7/6/22)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Services.

CONTRACTOR: Hill Petroleum

By: Thomas Walker
(Signature)

Title: Sr VP of Sales
Date: 7/26/2022

ARAPAHOE COUNTY

By: Pamela O'Neil
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 9.6.2022

EXHIBIT A to Agreement between the County and Hill Petroleum**.**
Project Number or Name: RFP-22-22_MAPO, Bulk Fuel Purchase and Delivery.

1. Scope of Services. Contractor hereby agrees to and accepts responsibility to perform the following services:

A. Furnish high-quality gasoline and diesel fuels and provide a comprehensive program for monitoring tanks and providing fuel treatment services .

B. Provide 24-hour delivery, and fuel monitoring and treatment services. This includes monitoring and treatment for fuel contamination, bacteria, fungus, water, as well as diesel and gasoline blending. Provide priority for fuel deliveries and 24-hour delivery service.

C. Provide sufficient personnel and local resources to support this Agreement.

D. Provide specifications for fuels they intend to supply to include specifications for, but not limited to, no lead and premium no lead gasoline, Bio diesel, #1 diesel, #2 diesel, and premium diesel products.

RFP-22-22_MAPO and Hill Petroleum submitted proposal are incorporated into the Agreement the event of any conflicts between this Agreement and any solicitation documents, this Agreement shall control.

E. Time of Performance. The services of the Contractor shall commence (place an "X" in one):

___ As of the date of this Agreement.

___ As specified in a Notice to Proceed to be provided by the County.

X As of the following date: August 1, 2022.

The services of the Contractor shall be completed, or shall end, by July 31, 2023.

F. Compensation. The County agrees to compensate the Contractor for the performance of services detailed in Paragraph 1 above, Scope of Services, as follows (place an "X" in one):

___ Lump sum due upon completion: .

___ Hourly rate of (to be billed monthly).

X Other: Per Hill Petroleum Pricing Proposal submitted with RFP-22-22_MAPO.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed .

G. Addresses for Notices. The addresses for Notices are as follows:

To the County: Arapahoe County Fleet Management
7600 S. Peoria Street
Englewood, CO 80112

and (send to both)

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

To the Contractor: Hill Petroleum
6301 Ralston Rd
Arvada, CO 80002

H. Special Conditions. (place an "X" in one).

___ No special conditions

X Special Conditions are as follows:

A. OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted by the Contractor in its Response shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for four (4) subsequent one-year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

B. LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that this contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the Colorado MAPO Participating Agencies at the same prices while the new contract, also in force, is being mobilized. The Contractor shall be allowed to invoice the Colorado MAPO Participating Agencies for this additional period on a pro-rated basis.

C. PURCHASE OF OTHER RELATED ITEMS NOT LISTED IN THIS SOLICIATION: While the major items have been listed in this solicitation that is utilized by the Colorado MAPO Participating Agencies in conjunction with their operations, there may be ancillary items that may be purchased during the term of this Agreement. Under these circumstances, the County reserve the right to obtain price quotes from the Contractor and to award these ancillary items separately.

Because of the need for public accountability, the following information concerning the Proposal will not be considered proprietary, even if such information is clearly marked as such: prices of Proposal, non-financial information concerning compliance with specifications, guarantees and warranties.

OPTION # 1 - DAILY PRICING OPTION

Provide margin pricing (in cents to a maximum of four (4) decimal places) for each line item, to be added to the "rack average" price published by the Denver, Colorado Oil Price Information Service (OPIS) for the type of fuel required in order to determine the actual purchase price. The average price published by the Denver, Colorado OPIS each Thursday shall be in effect for purchases from Monday through Sunday of the following week. If OPIS does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail. The Contractor will email this report weekly to the designated contact person for each Participating Agency.

CONTRACTOR NAME HILL Petroleum

RFP 22-22

GASOLINE	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
UNLEADED	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
PREMIUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-10							
OXY UNLEADED	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY PREMIUM	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
E-85	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500

DIESEL	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
CLEAR WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#2 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
B-20	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DIESEL EXHAUST FUEL (DEF)	3.5000	3.5000	3.5000	N/A	N/A	N/A	N/A

AMENDMENT NO. 1 TO *SERVICE AGREEMENT*

Project Name: RFP-22-22 MAPO, Bulk Fuel Purchase and Delivery for Colorado MAPO Agencies

This Amendment No. 1 to the Service Agreement made this 26th day of August 2022 by and between Arapahoe County, Colorado, hereinafter called the "County" and Hill Petroleum, hereinafter called the "Contractor", and collectively referred to as the "Parties".

WHEREAS, the County and the Contractor have entered into a/an Agreement for Service dated August 1, 2022 to perform and provide bulk fuel and ancillary products (the "Agreement"); and

WHEREAS, the parties desire to enter into this Amendment No. 1 to revise the scope of services as outlined in the Contractor's fee proposal dated June 30, 2022, which is attached hereto as Exhibit A.

NOW, THEREFORE, the Parties agree as follows:

1. The Scope of Services section in **Exhibit A Paragraph 1** is hereby amended to include the services identified and accepted in the attached Exhibit A.

2. The Compensation section in **Exhibit A Paragraph 2** is hereby amended to state the following:

> Pricing Option #1 (Daily Pricing) to provide margin pricing (in cents to a maximum of four (4) decimal places)for each line item, to be added to "rack average" price published by Denver, Colorado Oil Price Information Service (OPIS) for type of fuel required to determine the actual purchase price. The average price published By Denver, Colorado OPIS day of delivery.

3. Except as specifically amended herein, all provisions of this Agreement shall remain in full force and effect.

4. This Amendment No. 1 shall take effect immediately upon execution by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1.

CONTRACTOR: Hill Petroleum

By: _____
(Signature)

Title: President / CEO

Date: 9/14/2022

ARAPAHOE COUNTY

By: _____

Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 9-14-22

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-003, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Municipal Court Relief Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Christopher K. Daly for 2023 under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R23-003, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Christopher K. Daly Appointing Him as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. Each relief judge must have an employment agreement for the 2023 calendar year in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R23-003, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Christopher K. Daly Appointing Him as a Relief Municipal Court Judge.

Suggested Motion:

I move that R23-003, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Christopher K. Daly as a Municipal Court Relief Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/12/2022
Gabriella Bommer, Director of Human Resources	12/12/2022
Rachel Morris, City Attorney	12/13/2022
Lorie Gillis, City Manager	12/27/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-003

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND CHRISTOPHER K. DALY AS A RELIEF MUNICIPAL COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, Christopher K. Daly wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Christopher K. Daly Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Christopher K. Daly from voluntarily resigning at any time.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND CHRISTOPHER K. DALY APPOINTING HIM AS A MUNICIPAL COURT RELIEF JUDGE

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, between the City of Arvada, Colorado, a municipal corporation ("City"), and Christopher K. Daly ("Contract Employee"), each of whom may be referred to herein as a "Party", and collectively as the "Parties". The Parties understand and agree as follows:

WHEREAS, the Arvada City Council ("City Council") has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Christopher K. Daly as a municipal court relief judge, and Christopher K. Daly wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.,* as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 3, 2023, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2023, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of $90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

7.1 The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.

7.2 Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.

7.3 This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.

7.4 This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.

7.5 If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.6 Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule municipal corporation

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

ATTEST:

_____
City Clerk

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

_____

CONTRACT EMPLOYEE

_____
Christopher K. Daly

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.4.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-004, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Charles W. Tingle for 2023 under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R23-004, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. Each relief judge must have an employment agreement for the 2023 calendar year in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R23-004, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge.

Suggested Motion:

I move that R23-004, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/13/2022
Gabriella Bommer, Director of Human Resources	12/21/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-004

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND CHARLES W. TINGLE
AS A MUNICIPAL COURT RELIEF JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, the City Council wishes to appoint Charles W. Tingle as a relief judge for the municipal court, and Charles Tingle has agreed to serve as a relief judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge. The Agreement is in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Charles W. Tingle from voluntarily resigning at any time.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND CHARLES W. TINGLE APPOINTING HIM AS A MUNICIPAL COURT RELIEF JUDGE

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Arvada, Colorado, a municipal corporation ("City"), and Charles W. Tingle, Colorado Attorney Registration #14329 ("Contract Employee"), both of whom understand as follows:

WHEREAS, The City has appointed Kathryn Kurtz as presiding municipal judge of the City of Arvada, as provided in Section 8.2 of the Arvada Home Rule Charter and Section 58-72 of the Arvada City Code for the City of Arvada; and

WHEREAS, under Section 58-74 of the Arvada City Code, the city council may appoint relief judges to substitute for the presiding judge from time to time; and

WHEREAS, the city council wishes to appoint Charles W. Tingle as a municipal court relief judge, and Charles W. Tingle wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1.0 DUTIES. The city council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The city council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.,* as amended; and in Chapter 58 of the Arvada City Code, as amended, and to perform such other legal and proper duties and functions as the city council shall from time to time assign.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 3, 2023, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2023, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of $90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. City council may impose discipline on Contract Employee for conduct city council deems in violation of the Code of Judicial Conduct, or otherwise as city council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. Both parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. Both parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. The city council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

7.0 The parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.

7.1 Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.

7.2 This Agreement contains the complete understanding of the parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of city council.

7.3 This Agreement, upon execution, shall be binding upon the parties, their heirs, successors, and assigns, as the case may be.

7.4 If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.5 Nothing herein shall be deemed a promise of continued appointment, or to have created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule municipal corporation

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

ATTEST:

_____
City Clerk

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

By: _____

CONTRACT EMPLOYEE

_____
Charles W. Tingle,
Colorado Attorney Reg. #14329
cwtingle@comcast.net

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.5.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-005, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Municipal Court Relief Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Michael S. Matassa for 2023 under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R23-005, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. Each relief judge must have an employment agreement for the 2023 calendar year in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R23-005, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Relief Municipal Court Judge.

Suggested Motion:

I move that R23-005, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Michael S. Matassa as a Municipal Court Relief Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/13/2022
Gabriella Bommer, Director of Human Resources	12/13/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-005

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND MICHAEL S. MATASSA AS A RELIEF MUNICIPAL COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, Michael S. Matassa wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Michael S. Matassa from voluntarily resigning at any time.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND MICHAEL S. MATASSA APPOINTING HIM AS A MUNICIPAL COURT RELIEF JUDGE

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, between the City of Arvada, Colorado, a municipal corporation ("City"), and Michael S. Matassa ("Contract Employee"), each of whom may be referred to herein as a "Party", and collectively as the "Parties". The Parties understand and agree as follows:

WHEREAS, the Arvada City Council ("City Council") has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Michael S. Matassa as a municipal court relief judge, and Michael S. Matassa wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.,* as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 3, 2023, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2023, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of $90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

7.1 The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.

7.2 Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.

7.3 This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.

7.4 This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.

7.5 If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.6 Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____

City Clerk

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

_____

CONTRACT EMPLOYEE

_____

Michael S. Matassa

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.6.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-006, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Municipal Court Relief Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Ralph C. Turano for 2023 under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R23-006, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Ralph C. Turano Appointing Him as a Relief Municipal Court Judge.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as needed. Each relief judge must have an employment agreement for the 2023 calendar year in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R23-006, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Ralph C. Turano Appointing Him as a Relief Municipal Court Judge.

Suggested Motion:

I move that R23-006, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Ralph C. Turano as a Municipal Court Relief Judge, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/13/2022
Gabriella Bommer, Director of Human Resources	12/13/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-006

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND RALPH C. TURANO APPOINTING HIM AS A RELIEF MUNICIPAL COURT JUDGE

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, Ralph C. Turano wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Ralph C. Turano Appointing Him as a Municipal Court Relief Judge, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Ralph C. Turano from voluntarily resigning at any time.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND RALPH C. TURANO APPOINTING HIM AS A MUNICIPAL COURT RELIEF JUDGE

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, between the City of Arvada, Colorado, a municipal corporation ("City"), and Ralph C. Turano ("Contract Employee"), each of whom may be referred to herein as a "Party", and collectively as the "Parties". The Parties understand and agree as follows:

WHEREAS, the Arvada City Council ("City Council") has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Ralph C. Turano as a municipal court relief judge, and Ralph C. Turano wishes to serve in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.,* as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 3, 2023, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2023, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of $90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in

addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

7.1 The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.

7.2 Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.

7.3 This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.

7.4 This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.

7.5 If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.6 Nothing herein shall be deemed a promise of continued appointment, or to have

created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____

City Clerk

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

_____

CONTRACT EMPLOYEE

_____

Ralph C. Turano

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.7.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-007 A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for the 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed $1,618,933.00, Project No. 22-SR-10

Report in Brief

The attached resolution authorizes an agreement with Vortex Services, LLC for an amount not to exceed $1,618,933.00. This project involves the open cut installation of 1,785 linear feet of new 27" sewer trunk line to replace the currently undersized 15" trunk line. This segment was identified in the Sanitary Sewer Master Plan as North Trunk Line segment four (NTL4) and as needing immediate attention in order to avoid sanitary sewer overflows. This segment is also in the CIP budget.

The Arvada team recommends that the City Council approve R23-007, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed $1,618,933.00, Project No. 22-SR-10.

Financial Impact

CIP Project: 22SR10 - 81st and Kipling Sanitary Sewer Improvements
Financial Impact: $1,618,933.00
This is a one-time request for Project Construction costs.
Funding Source:UT Wastewater Collections and Disposal Systems (CIP 98537)
Type: CIP

Background

The project is an immediate need for the North Trunk Line sewer, as presented to Council in March 2022. The existing sewer line poses a risk of overflowing at residents' service lines during a heavy storm event. The new sewer trunk line will be installed through Lakecrest Park, W. 81st Drive, and connect to the existing trunk line in Kipling Street. This new line will mitigate overflow risks by removing residential services from the trunk line and also provide adequate capacity for buildout conditions. This project will also include replacing the sidewalk to be removed in Lakecrest Park with a more accessible 8ft wide path and restoring all landscaping, asphalt, and street infrastructure disturbed by the work.

Discussion

Bids

Bids for this project were opened at 2:00 p.m. on November 16, 2022, and a total of nine (9) bids were received. The bids are summarized here as follows:

	Contractor	Bid Amount	Confirmed to Meet Minimum Qualifications as stated in the RFB

			and Completed Reference Checks
1	Dream Builders, Inc.	$1,235,995.00	No
2	Edge Contracting	$1,582,960.25	No
3	Vortex Services, LLC	$1,618,933.00	Yes
4	Colorado Civil Infrastructure	$1,620,730.00	Not Evaluated
5	Wagner Construction	$1,698,588.00	Not Evaluated
6	Summers Construction Inc	$1,956,965.00	Not Evaluated
7	American West Construction LLC	$1,996,067.00	Not Evaluated
8	Brannan Sand & Gravel Company	$2,032,200.00	Not Evaluated
9	Iron Woman Construction	$2,151,710.00	Not Evaluated

The lowest and 2nd lowest bidder did not provide evidence of the required minimum qualification: three projects with each project having a minimum of 1,500 feet of pipe and being 18-inch or larger PVC sewer/drainage construction. Therefore, Vortex Services, LLC was identified as the lowest qualified bidder.

Vortex Services, LLC has successfully completed multiple large diameter sewer projects in the last 5 years. This work is expected to begin with a notice to proceed immediately after contract execution and take approximately 180 days to complete for an estimated construction completion timeframe of July 2023.

Funds for this project are available in CIP project: 98537.

Public Contact

Posting of the City Council agenda.

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 included in the Infrastructure Priority Area:

Provides the community with a safe, reliable high quality water supply , drainage system, and wastewater disposal services

for full city build-out, as defined in the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

Not Applicable

Recommendation for Action

The Arvada team recommends that the City Council Approve R23-007, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed $1,618,933.00, Project No. 22-SR-10.

Suggested Motion:

I move that R23-007, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed $1,618,933.00, Project No. 22-SR-10, be (approved) (rejected).

Prepared by:
Daniel Wolff, Civil Engineer 1

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	12/15/2022
Jacqueline Rhoades, Public Works Director	12/15/2022
Bryan Archer, Director of Finance	12/19/2022
Tammy Hedlund, Legal Specialist	12/21/2022
Jessica Morales, Assistant City Attorney	12/22/2022
Don Wick, Deputy City Manager	12/27/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-007

A RESOLUTION AUTHORIZING A CONSTRUCTION CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND VORTEX SERVICES, LLC FOR THE 81ST AND KIPLING SANITARY SEWER IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED $1,618,933.00, PROJECT NO. 22-SR-10

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 Vortex Services, LLC., in the amount of $1,618,933.00 for the 81st and Kipling Sanitary Sewer Improvements Project, Project No. 22-SR-10, CSB 22-ENG-019.

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

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND VORTEX SERVICES LLC FOR 81ST AND KIPLING SANITARY SEWER IMPROVEMENTS RELATING TO CSB 22-ENG-019 IN AN AMOUNT NOT TO EXCEED $1,618,933.00

This Agreement made this _____day of _____, _____, by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and Vortex Services, LLC., a Delaware limited liability company ("Contractor").

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the 81st and Kipling Sanitary Sewer Improvements described in the Contract Documents relating to CSB-22-ENG-019, issued October 21, 2022, ("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 within **180 days** after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **$1,618,933.00** for the Work.

6. The term "Contract Documents" means and includes the following:

A. Arvada's Request for Competitive Sealed Bid, CSB-22-ENG-019 81st and Kipling Sanitary Sewer Improvements ("CSB");
B. CSB Exhibits (if any);
C. CSB Addenda (if any);
D. Contractor's Response to CSB-22-ENG-019, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond ("Contractor's Response");
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.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. However, in no event may any contradictory term or provision contained in Exhibit D supersede the provisions of this Agreement or Exhibits A, B and C. Any such contradictory term or provision shall be null and void. 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.

7. AMENDMENT TO PARAGRAPH 7 OF THE SPECIAL TERMS AND CONDITIONS FOR BIDDERS OF THE CSB. To account for the fact that this agreement requires the approval of the City Council, Paragraph 7 of the Special Terms and Conditions for Bidders of the CSB is amended as follows:

> 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. After receipt of acceptable Contract Security and copy of the Contract Agreement, signed by the Bidder to whom the Contract was awarded, the City, within a reasonable time after City Council approval of the agreement, 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 a reasonable period of time after City Council approval, the Bidder may, by written notice, withdraw their signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

8. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET fifteen (15) but no later than NET thirty (30).

9. 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.

10. 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.

11. 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.

12. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed by Contractor in its Response. At a minimum, Contractor's performance shall be documented

as to (a) completing the agreed upon scope of work, (b) completing within the contracted price, and (c) within the contracted timeline.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

(*Signatures on next page)*

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: _____

VORTEX SERVICES LLC

_____

Samual Marshall, RVP
4891 Independence Street
Suite 180
Wheat Ridge, CO 80033
smarshall@vortexcompanies.com

Exhibit A

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND VORTEX SERVICES LLC FOR 81ST AND KIPLING SANITARY SEWER IMPROVEMENTS RELATING TO CSB 22-ENG-019 IN AN AMOUNT NOT TO EXCEED $1,618,933.00

CITY OF ARVADA

COMPETITIVE SEALED BID

BID #: **22-ENG-019**

Title: **81st and Kipling Sanitary Sewer Improvements**

CSB Issued: 10/21/2022

Mandatory Pre-bid Meeting: 11/1/2022 11:00am MDT
Location: Wastewater Training Room, 5555 W 56th Ave, Arvada, CO 8002

Questions Deadline: 11/3/2022 2:00pm MDT

Bids Due By: 11/16/2022 2:00pm MST

Delivery Date: 180 days after notice to proceed

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

Questions and submission documents must be uploaded to Bidnetdirect.com unless otherwise directed. Please submit as (1) PDF and your company name must start the uploaded file name. Late responses will not be considered for award.

For additional administrative information NOT related to the scope, contact: Doreen Mazza, dmazza@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 page 5
Insurance Requirements page 7
Project Special Provisions page 8
Submittal Forms to be Completed and Returned
- Bid Bond (a PICTURE of the Bond or upload to BidnetDirect) page 26
- Bid Proposal page 27
- Submittal Checklist and References page 28
- Bid Schedule page 31
- Performance Measures Form page 33

Preview of Documents if Awarded page 34

Attachments
81st and Kipling Street Sanitary Sewer Improvements Plans
Geotechnical Exploration Report 81st and Kipling
Bid Schedule

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.

EXHIBIT A

ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No., Project Title:

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 10/21/2022

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORKARE:

1	LS	Temporary Bypass Pumping Sewer
100	LF	2” PVC Sleeves, Complete in Place
1	EA	Sanitary Sewer Diversion Manhole - 8' diameter, Complete in Place
9	EA	Sanitary Sewer Manhole - 6' diameter, Complete in Place
2	EA	Sanitary Sewer Manhole - 8' diameter, Complete in Place
1785	LF	27" SDR 35 PVC, Complete in Place
4415	SF	6" Thick Concrete Sidewalk Removal
5,900	SF	6" Thick Concrete Sidewalk, Complete in Place

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

Bidders, subcontractors and suppliers must be familiar with the most recent City of Arvada *Engineering Standards and Specification, 2022 Edition*, 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.

A mandatory pre-bid with representatives of prospective bidders will be held at 11:00am MDT, November 1, 2022 in person at Arvada Wastewater Building, Wastewater Training Room, 5555 W 56th Ave, Arvada, CO 80002.

Date: 10/21/2022

CITY OF ARVADA

Jacqueline K Rhoades

Jacqueline
Rhoades

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.

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. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District,* 880 P.2d 160 (Colo. App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101*et seq.* and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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 Standards and Specification, 2022 Edition", 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.

22. 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 PROVISIONS

City of Arvada Project No. 22-SR-10, 81ST & KIPLING SANITARY SEWER IMPROVEMENTS

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 City of Arvada Engineering Code Standards and Specifications, 2022 Edition.

01000 - SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT

PART 1 GENERAL

1.01 PROJECT SIGNS

The Contractor shall provide and install two (2) portable project signs with the name of the project and other information as supplied by the City, to be placed at the areas where construction is active on the street at any given time at locations as determined by the City.

1.02 EXISTING CONDITIONS

The bidder represents that he has carefully examined the contract documents and the site where the work is to be performed in accordance with the provisions of the General Conditions, and that he has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may affect the performance of the work. The bidder further represents that he has studied all documents pertaining to the job site, that he has performed such additional surveys and investigations as he deems necessary to assure himself of his ability to complete the work at this bid price, and that he has correlated the results of all such data with the requirements of the contract documents.

The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality quantities, and scope of work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they might be expected to exist; but it is not intended nor is it to be inferred that showing said conditions constitute a representation that such conditions are accurate or complete.

Where the City or the Engineer or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made.

Where such investigations have been made, bidders or Contractors may inspect the records as to such investigations subject to the above limitations. The record of such investigations is not a part of the contract and is provided solely for the convenience of the bidder or Contractor.

No information derived from such inspection of records of investigation or compilation thereof made by the City, the Engineer, or their consultant will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract nor entitle the Contractor to any additional compensation.

1.03 MOBILIZATION

The Contractor shall limit storage equipment and supplies and remain within the staging areas shown on the Drawings.

The Contractor shall supply portable sanitary facilities for the site.

1.04 SURVEYING

The Contractor shall obtain and pay for surveying services for the staking of the project. The surveyor employed will be a Colorado Registered Licensed Surveyor and have the expertise to perform such services. All costs associated with surveying shall be included in the price of the project.

1.05 CONTRACTOR'S WORK HOURS

CONTRACTOR (and Subcontractor) regular working hours consist of up to 10 working hours between 7:00 a.m. and 5:00 p.m., on a regularly scheduled basis, excluding Saturdays, Sundays, and holidays, except as required for nighttime bypass work.

1.06 CONNECTIONS TO EXISTING MAINS

It shall be the Contractor's responsibility to verify the location of all existing Sanitary and/or water mains, which are to be connected, prior to the start of construction; and also verify the horizontal and vertical locations of all other utilities, sanitary sewers or water mains that may be affected by work. Procedures for connecting to existing mains shall follow those outlined in the City of Arvada's Utility Standards.

1.07 MAINTENANCE OF ACCESS TO RESIDENCES AND BUSINESSES

Street access to residences and businesses in the vicinity of the construction shall be maintained by the Contractor during the work. At least 11-foot-wide lane shall be maintained at all times for local traffic and emergency vehicle. At least one 11-foot-wide lane shall be maintained in each direction at all times for traffic on Kipling.

1.08 COORDINATION AND NOTIFICATION OF SERVICE DISRUPTION

The Contractor shall personally contact each impacted household and business 48 hours in advance of temporary service disruption, informing residents and businesses of the estimated times and durations. Residents and businesses shall also be notified when service has been restored.

Service disruptions must be coordinated with the City via the Engineer to ensure that there are no additional considerations required with service shutdowns in a particular area at a particular time.

The maximum amount of time that any resident or business may be out of service is four hours.

1.9 COMMUNICATION WITH THE PUBLIC

The City will send out letters to the impacted residences, businesses regarding the construction. The Contractor should plan on continuous communication with residents regarding work schedule for the duration of the project. The Engineer will help facilitate the efforts, but his responsibilities are not a substitute for an adequate communication plan and implementation of that plan by the Contractor.

1.10 COORDINATION WITH CITY STAFF

City Utility Department personnel are familiar with the project and the system, and are a valuable resource for information. However, they have many responsibilities, are not available at all times, and individuals may not have all the information available that is needed to make a field decision. The Contractor will only receive direction in the field from the Engineer and/or the City Project Manager.

1.13 LOCATING AND MARKING EXISTING UTILITIES

The Contractor shall have all existing utilities marked prior to construction and verify their location. Existing utility information shown on the Drawings has been confirmed by only limited locate and potholing data, and may not reflect the exact position of existing utilities, and may not show all the utility lines present.

The City will mark City-owned utilities, but other utilities will need to be located. Coordinate utility locates through the Utility Notification Center of Colorado, 811.

City-located utilities will be marked only one time. The Contractor shall be responsible for maintaining the locate marks. The Contractor must request the locates of City-owned utilities periodically as the work progresses rather than as a single event. Requests for locates shall not precede the construction activity in any given area by more than 2 weeks.

Utility potholing for location of existing utilities is required. All potholing must be completed and the information provided to the Project Engineer prior to installing any pipe.

1.14 CONSTRUCTION MATERIAL STOCKPILE REQUIREMENTS

Construction stockpiles for earth, bedding materials and pipe materials should be placed in off- street areas where possible, with prior arrangement with property owners and approval by the City. Limited stockpiling in street areas is

permitted, but only in small quantities, limited to two days worth of work on any street. Street stockpiling shall be on the same side of the street as the trenching where practical. Contractor shall coordinate and review stockpiling with the City prior to the work.

Excavated material and imported backfill material that is not scheduled to be placed as backfill within two days shall be removed from the street stockpile. Stockpiles shall not block the gutter flowline. Measures to control migration of sediment from stockpiles should be put in place, especially if left overnight or over a weekend or other break in the work.

Manhole riser and cone sections, manhole frames and covers, pipe fittings and valves should not be stored in the street, but should be stored in an off-site area until the day it is to be installed. Asphalt millings shall be stored in offsite areas and kept covered.

1.15 CONSTRUCTION EQUIPMENT

The City has expressed the need to maintain the condition of the existing pavement and concrete infrastructure outside the project work areas, and along equipment and material haul routes. The use of appropriate construction equipment that is adequate to complete the required work for this project while minimizing pavement and concrete damage outside the defined work areas shall be required. The Contractor shall be held responsible for damages outside the defined work areas created by his activities.

1.16 PROTECTION OF EXISTING UTILITIES

Existing utilities that are not scheduled for replacement, removal or relocation shall be protected to avoid disruption of service. Adequate shoring, bracing and blocking shall be put in place to avoid damage or shifting of the utility lines and trench materials. All repairs required due to the work of the Contractor shall be the responsibility of the Contractor.

1.17 OPERATING EXISTING VALVES AND HYDRANTS

Existing valves and hydrants are to be operated by City Utility Department personnel only. Contractor may operate new valves installed of the line segment they are installed on prior to acceptance by the City. Coordinate with City personnel and the Engineer when operating any new valve adjacent to an existing water line.

1.18 CONSTRUCTION WATER

Use of a fire hydrant to supply construction water will require the Contractor to obtain a hydrant meter using the City's eTRAKiT system. There is no charge for water usage on City projects. The Contractor must not waste water.

1.19 PROTECTION OF EXISTING LANDSCAPING

Existing landscaping in the vicinity of the work areas shall be protected from damage, including lawns, shrubs and trees. Landscaping that interferes with the work may be removed after discussions with the property owner and approval from the City and must be replaced in a manner satisfactory to the property owner and the Engineer. Damaged landscaping shall be replaced in-kind at the expense of the Contractor.

1.20 END OF WORKDAY SITE CONDITIONS

Pipe trenches shall be backfilled to within a maximum of 5 feet from the end of the pipe at the end of each work day. A solid traffic-duty cover shall be placed over any open trench.

Streets where there is active work and/or stockpiles placed shall be swept daily at the end of the work shift. All backfilled and stabilized trenches shall be checked daily and repaired as required by the Engineer.

END OF SECTION 01000

01010 - SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION

A. All work to be performed under this Contract is located at the areas shown on the attached drawings

1.02 DESCRIPTION OF WORK

A. The work of this Contract consists of furnishing all labor, materials, equipment, and incidentals required and performing all construction, installation, and testing of all improvements, modifications, and additions, as shown on the Drawings and specified in these specifications. The work includes, but is not necessarily limited to: new piping, manholes, and appurtenances; excavation, dewatering, and backfilling; connections to existing facilities and facilities constructed by others; pavement patching, pavement replacement, curb and gutter replacement, sidewalk replacement, bypass pumping, miscellaneous work and cleanup.

1.03 CONTRACTOR'S USE OF PREMISES

A. Contractor will not have complete and exclusive use of the premises for construction of the work.

B. Contractor shall limit the use of the premises for their work and for storage to allow for through traffic and operation of existing facilities during construction. The Contractor shall keep in mind that the Owner will continue to operate the existing facilities throughout construction.

C. Contractor shall coordinate the use of the premises with the Owner. Areas requiring shutdown of the existing facilities shall be coordinated with the Owner 48 hours prior to taking those facilities out of service.

D. Contractor shall assume full responsibility for security of all their, and their subcontractor's, materials and equipment stored on the site.

E. Contractor, if directed by the Owner and/or Engineer, shall move any stored items that interfere with the operations of the Owner.

F. Contractor shall obtain and pay for use of additional storage if needed to perform the work.

1.04 OWNER OCCUPANCY

A. Owner will occupy premises during performance of the work for their normal operations. Coordinate all operations with the Owner to minimize conflict and to facilitate Owner usage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTIONS (NOT USED)

END OF SECTION 01010

01200 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Measurement and payment shall be as specified the City's *Engineering Code of Standards and Specifications* as published on the City website unless modified in this Section.

B. Work to be performed under this contract will be paid for on a unit cost or lump sum basis under the appropriate unit cost or lump sum Bid Items shown on the Bid Form. No item of Work shown on the Drawings or in the Specifications will be considered for extra compensation due to a claim that it does not fall within the scope of one of the Bid items.

C. Contractor shall, within 10 days of receipt of Notice to Proceed, submit a complete breakdown of lump sum and unit cost bid items (Schedule of Values) showing value assigned to each part of Work. Payment for materials delivered but not fully incorporated in Work will be made only if such materials are listed and assigned a value in Contractor's Schedule of Values.

D. The work of this Contract consists of furnishing all labor, materials, equipment and incidentals required and performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the Drawings and as specified in these Specifications.

1.02 BID ITEMS

1. Mobilization, Demobilization, Permits, Fees, Licenses, Administration
   Shall include all labor, materials, equipment, and incidentals required for the Contractor to mobilize. Shall include all costs for Contractor's insurance and bonds, construction permits and fees, job trailers and site administration expenses, utilities including power, telephone, etc. This item shall not exceed more than ten (10) percent of the Base Bid. This item will be paid as defined in the City of Arvada Engineering Code of Standards and Specifications, latest edition.

2. Traffic and Pedestrian Control
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

3. Sediment and Erosion Control
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

4. Utility Locate Potholing
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

5. Construction Staking
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

6. Landscape Restoration
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump.

7. Irrigation System Restoration
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

8. Temporary Bypass Pumping Sewer
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

9. Temporary Sidewalk
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be

paid as lump sum.

10. Temporary Irrigation
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

11. 2" PVC Sleeves, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lineal foot.

12. Sanitary Sewer Diversion Manhole – 8' diameter, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

13. Sanitary Sewer Manhole – 6' diameter, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

14. Sanitary Sewer Manhole – 8', Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

15. 27" SDR 35 PVC, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lineal foot.

16. Connect to Existing Sanitary Sewer System
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

17. Connect Sanitary Sewer Service
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

18. Excavation Dewatering
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

19. 8" PVC Waterline Lowering/ Raising, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

20. Pipe Concrete Encasement
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

21. 6" Asphalt Removal and Patching – Minor Road, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square yard.

22. 10.5" Asphalt Removal and Patching – Kipling Street, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square yard.

23. ADA Ramp Remove and Replace, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

24. Curb and Gutter Remove and Replace, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lineal foot.

25. 6” Thick Concrete Sidewalk Removal
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

26. 6” Thick Concrete Sidewalk, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

27. Remove and Replace Colored Median Concrete, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

28. Remove and Replace Crosspan, Complete in Place, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

29. Remove Existing Tree and Replace with 2” Caliper Tree of Same Species
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

30. Remove Existing Shrub
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

31. Remove Handrail to Step and Finish Cut Ends
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

32. Planting Bed Restoration
    Shall include all labor, materials, equipment, and incidentals required for construction. It shall include consulting with the Parks Division on purchases and layout. This item will be paid as lump sum.

33. Stabilization Material – Class 6 Road base, As Needed
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as cubic yard.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01200

01310 - CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 CONTRACTOR REQUIREMENTS INCLUDED

A. The Contractor shall submit his/her proposed Schedule of Work in accordance with the provisions and time frames stated in this Section and in the Contract. Three copies of all Schedules and Schedule updates shall be submitted initially and monthly thereafter.

C. Contractor shall submit updated Schedule of Work monthly or more frequently when required and acceptable to the Engineer. Progress payment shall not be made unless the Contractor submits the monthly schedule update.

D. Contractor's Schedule is to be considered and used as a working tool, and will not become part of Contract or Contract Documents.

1.02 RELATED REQUIREMENTS

A. Conditions of Contract

B. Section 01010: Summary of Work

1.03 FORM OF SCHEDULES

A. The Schedule of Work shall utilize a Critical Path Method (CPM). Contractor shall prepare, maintain, and furnish current detailed progress and schedule charts using the CPM schedule, which shall support the Contract performance dates. Schedule shall identify Work in Contract in sufficient detail to ensure compliance with Contract dates, schedules, and sequences of construction.

B. CPM schedule shall be maintained throughout life of Contract. Contractor shall designate an authorized representative within its firm who will be responsible for preparation of the CPM network plan and schedule and for monitoring progress of Project.

1. Schedule submittal: In accordance with the Contract. Contractor shall submit to the Engineer complete CPM. A schedule of estimated monthly progress payments shall be developed by Contractor and submitted with CPM network plan. Contractor shall also submit Schedule of Values and schedule of Shop Drawings and sample submittals.

2. Acceptance of Contractor's Schedule by Engineer will not relieve Contractor from compliance with all conditions of the Contract. Errors and omissions in accepted Contractor's Schedule will not be cause for future claims by Contractor for extra costs or increased Contract Time.

3. Schedule is Contractor's schedule, prepared by him and he remains solely responsible for adherence thereto.

4. Changes to Schedule: Contractor may at any time make changes to its current plan and schedule upon notification to Engineer. Contractor shall submit changes schedule for any of the following reasons:

   a. When delay in completion of any activity or group of activities indicates an extension of scheduled Project completion including delays which may be involved with change orders, strikes, unusual weather, etc.

   b. Delays in submittals or deliveries or work stoppage are encountered which make re-planning or rescheduling of Work necessary.

   c. Schedule does not represent actual prosecution and progress of Project.

5. Engineer's acceptance of changes to Schedule and all relevant data is contingent upon compliance with all other paragraphs of this Section and any other previous agreements or requirements by Engineer.

6. Contractor's cost of revisions to Schedule due to any cause shall be responsibility of Contractor.

7. Adjustment of Contract Completion: Contract Time will be adjusted only by Change Order for causes specified in this Contract. In the event Contractor requests an extension of Contract Time, he shall furnish such justification, CPM data, and supporting evidence as follows for a determination as to whether or not Contractor is entitled to an extension of Time under provisions of Contract: all CPM logic revisions, duration changes, and cost changes for Work in question and its relationship to other activities on accepted, current network plan.

8. Contractor shall submit a brief narrative report as part of monthly update. Narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

C. Contractor failure to comply with this Section shall be a material breach of this Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01310

02065 - TEMPORARY BYPASS PUMPING

PART 1 GENERAL

1.01 Section Summary

A. The Contractor or subcontractor performing the bypass pumping shall have a minimum of five (5) industrial projects of at least equal scope and complexity within the last ten (10) years.

B. Control and maintain all sanitary sewer flows within the sewer system during the Work. Service will always be maintained.

C. Precautions shall be taken to prevent potential spillage from reaching the storm water system.

D. Section Includes:

1. Minimum requirements for bypass pumping for sewage flow control necessary to facilitate sewer line crossing or replacement construction activities.

2. Provide all labor, equipment, supervision, and materials necessary to eliminate flows via bypass pumping through a section or sections of pipe designated at crossing or replacement locations.

3. Contractor may convey existing flows by bypass pumping or other appropriate methods approved by the Engineer.

4. Plugging of sewer lines shall not be permitted without bypassing except for Engineer approved private gravity laterals under specific conditions.

E. Conform to applicable requirements of the OSHA Standards for Construction.

F. Contractor shall maintain existing flow capacities at all points of connection and in areas where the existing line conflicts with the construction of the new lines.

G. Where no right-of-way or easement is shown to accommodate bypass operations, Contractor shall be responsible for coordinating with private property owners.

H. All bypass operations shall include overflow prevention monitoring and odor control in accordance with this section.

1.02 References

A. Uniform Plumbing Code, most recent accepted edition.

1.03 Submittals

A. Submittals: Comply with the Conditions of the Contract.

B. Submit bypass pumping plan to the Engineer for review and approval 28 days in advance of the bypass work.

C. Submit a Spill Prevention Containment and Countermeasure Plan (SPCC) in accordance with the Spill Prevention and Emergency Response Planning guidelines.

D. Contractor shall obtain and submit a copy to the Engineer of all permits required for bypass pumping operation.

1.04 Bypass Pumping Plan

A. Prepare a detailed Bypass Pumping Plan which describes the measures to be used to control flows. Submit the Plan to and obtain approval of the Plan from the Engineer prior to beginning bypass pumping work. Contractor's Plan shall include, but not be limited to the following:

1. Drawings indicating the scheme and location of pumps, suction manhole, suction piping, discharge manhole, discharge piping, temporary sewer plugs, flow diversion structures, dams, odor control, overflow prevention monitors, and related materials and equipment for each of the bypass pumping sites.

a. Plan shall show location of all bypass pumping systems, including odor control, and shall discuss phasing, reuse, and movement of systems during construction as applicable.

b. Bypass pumping plan shall designate which system/setup will be used where and when as applicable.

c. Structures and equipment within the public right-of-way shall be identified as such on the plans.

d. Plan shall show the sewer installation or sewer alterations to be accomplished during each bypass pump set up. The plan shall list the order of work requiring bypass pump set ups to verify downstream sewers are ready to accept bypass flows. The order of work shall correspond with the overall Project Schedule.

2. Right of Way Ownership.

3. Contractor shall submit to and obtain appropriate permits from each entity having jurisdiction when the pump bypass plan encroaches into their right of way.

4. Vehicular and pedestrian access to public and private facilities shall be coordinated with the traffic control plan. The traffic control plan shall show how vehicles and pedestrians will be protected from injury resulting from bypass operations.

5. Contractor-performed flow monitoring results.

6. Capacities and sizes of pumps (including backup pumps), standby equipment, and power requirements if applicable.

7. Key operational control factors (i.e., maximum flow elevations upstream of dams).

8. Design calculations proving adequacy of the system and selected equipment, including static lift, friction losses, fitting losses, flow velocity, pump curves identifying operating range, and pipe thickness calculations. Pipe thicknesses calculations shall assume an H20 live loading at crossings.

9. Sewer plugging method and type of plug.

10. Provide location of plug in manhole (upstream or down-stream of manhole).

11. Method of noise control for each pump and generator.

12. Thrust restraint block sizes and locations where space is limited.

13. Method of securing and bracing of sewer plug shall be submitted. At a minimum, the plug must attach to a cable/chain which is then connected/tied off to an immobile object, as approved by the Engineer.

14. Temporary pipe supports, and anchoring required.

15. Contingency plan for cleanup and disinfection procedures in the event of a sewer spill. Contingency plan will identify equipment, tools, and manpower necessary to complete clean up, disinfect and repair.

16. Staffing plan including name and qualifications for on-site operators. Trained bypass pumping personnel (pump operator) shall be present during the entire bypass operation. Logs shall be maintained by the bypass pumping personnel. Submit bypass pumping personnel qualifications for agency review and approval.

17. Site layout showing all major components.

18. Wet weather event procedures.

19. An emergency response plan that addresses containment, notification procedures, and equipment failure procedures. An emergency contact list with 24-hour phone numbers shall be submitted and updated as needed.

20. Schedule including durations and dates for each sequence.

21. Protection method for existing utilities.

B. Number and size of pumps used in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

C. Contractor may obtain current flow estimates from the Engineer, but shall field verify minimum, maximum, and average flow to be bypassed as detailed in this section.

1.05 Notifications

A. In addition to providing the Bypass Pumping Plan, Contractor shall notify the Engineer and receive written approval from the City Engineer prior to each bypass operation.

B. Contractor shall provide written notice to affected properties both 7 days and 24 hours prior to bypass work. The written notice shall list the date and times when sewer service will be affected and when it will be returned to normal service along with a phone number that owners can call for information.

1.06 Interruption of Sewer Service

A. Sewer service shall be maintained to all customers.

B. Sewer service shall not be stopped.

C. Service shall not be interrupted, and no bypass operations shall occur during special events, if any, as identified by the City Engineer.

D. Only 1 pipe segment, and the associated laterals, may be affected at 1 time.

E. Lateral lines into manholes shall be bypassed from the next upstream structure in which no work is required or has been or is yet to be completed. If the structure upstream is private, Contractor shall notify the Engineer and receive written approval from the City Engineer prior to bypass operations.

F. Lateral lines tying directly into the pipe shall be bypassed to the next downstream structure in which no work is required for that segment.

1.07 Noise Control

A. Noise Control: Contractor shall comply with all local and agency noise limitation requirements.

B. Contractor shall be required to limit noise production by using special mufflers, barriers, enclosures, equipment positioning, and other approved methods.

1.08 System Protection

A. At each bypassing site, the Contractor shall have the entire bypassing system in place, functional, and tested before bypassing any sewage.

B. Contractor shall be responsible for all bypass flows. Contractor shall inspect each bypass pumping, piping system, and odor control system in its entirety for leaks or spills on an hourly basis. Each bypass operation shall have a minimum of 1 trained and qualified attendant who shall provide 24/7 coverage and whose only duty is to maintain the bypass pumping and odor control systems until the bypassing of that specific pipeline is no longer required. An inspection log shall be kept at each pumping location.

C. The attendant shall be qualified to both operate and repair any and all problems that may occur. The attendant shall have a cellular phone for communication between the Engineer and the site in the event of emergencies. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted. In the event of any sewage spill, Contractor shall be responsible for the prompt notification of the City Engineer, cleanup, and disinfecting of the spill as called for in the bypass plan. Contractor shall compensate the City for the cost of fines levied as the result of a spill or unauthorized discharge.

D. Work stoppage may be required due to a large storm event common to the seasons for which the Work is scheduled.

1.09 Quality Control

A. Hydrostatic Pressure Test

1. Bypass lines, fittings and accessories shall withstand twice the maximum pressure of the system or 50 psi, whichever is greater.

2. The test shall run for a period of 24 hours.

3. Contractor shall fill the line with water.

4. The line shall be sealed on the discharge end.

5. The line may be put in service if after the 24-hour period the pressure has been maintained and there are no observable leaks.

6. Notify the Engineer 24 hours prior to testing.

B. Inspection

1. Operator shall inspect temporary bypass pumping and piping system at a minimum of every hour.

2. Inspection Log: Keep at each pumping location.

PART 2 PRODUCTS

2.01 Equipment

A. Supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer(s) or manhole(s) in which work is to be performed.

B. Pumps used for bypassing shall be capable of passing at least a 3-inch solid sphere, and bypass piping shall have a minimum size of 4-inch diameter

1. Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system.

2. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum, and a spare back-up pump shall be required.

3. All fuel tanks for pump or generator motors shall be filled by Contractor prior to leaving the job site if bypass pumping must continue.

4. Do not suspend work for more than 24 hours during operation of a bypassing system, unless otherwise permitted by the Engineer.

C. Bypass pumping pipe shall be located with the least impact on vehicular and pedestrian traffic, shall have no visible leaks, and shall be restrained as necessary to prevent any movement of the pipe. If the pipe must run perpendicular to traffic, the pipe shall be buried to prevent traffic restrictions. A plan to prevent Sanitary Sewer Overflows (SSOs) shall be approved by the Engineer and a redundant force main shall be provided. Contractor shall submit pipe design calculations and manufacturer information as well as emergency operation procedures to prevent a SSO as part of the Bypass Pumping Plan.

D. All pumps, generators, and other equipment shall be placed in a secondary containment or on a plastic tarp to protect against spills of petroleum products used by the equipment.

E. Bypass pumping system shall be cleaned and drained prior to being dismantled and moved to the next location. Contractor shall alternate pigging and purging of the system to remove all loose material. After Contractor has cleaned the pipe, and prior to dismantling of the piping for removal from the Project site, Contractor shall disinfect the pipe with 10 percent chlorine and water solution.

F. No "lay flat" pipe shall be allowed. All pipe shall be rigid pipe.

G. Overflow prevention monitors shall be field-ready corrosion resistant housings meeting IP67/NEMA 4, 4X standards with cellular communication capability, the ability to send text alerts to at least three user-designated phone numbers, non-confined space installation, and maintenance free operation.

2.02 Temporary or Permanent Bypass Pumping Facilities

A. In establishing a bypass pumping facility on private property under a right-of-entry and/or right- of-access agreement, Contractor shall provide preference to an existing access location (manhole and/or cleanout) on the private property to establish the bypass pumping facility. Where an existing access location is utilized, no payment for temporary or permanent bypass pumping facilities will be authorized by the Engineer.

B. Where an existing access location on private property is not available or would be impractical to use and a right-of-entry and/or right-of-access agreement from the property owner has been obtained, as approved by the Engineer, Contractor shall construct such temporary or permanent access as may be required to establish the bypass pumping facility.

1. Temporary bypass pumping facility shall comply with the Uniform Plumbing Code and Standard Specifications, as applicable.

PART 3 EXECUTION

3.01 Preparation

A. Contractor shall notify the Engineer 48 hours prior to bypassing or diverting flow in any of the pipelines or laterals.

B. Take precautions to ensure that bypass pumping shall not cause damage to public or private properties.

1. In the event damage occurs, make provisions to correct such damage at no additional cost to the City.

2. Contractor shall be responsible for damages to public or private property, overflows from the sewer system, and violations resulting in fines as a result of the bypass operation.

C. Contractor shall include 100 percent redundancy for bypass piping; 2 or more pipes (same size or larger) shall be installed. Redundancy shall be such that if 1 line is damaged during operation a second or third pipe can immediately take its place. Contractor shall include 1 redundant pump with the following minimum requirements.

1. 100 percent redundancy for 2 pump operations, (1 in operation and 1 on standby), each pump with project peak flow capacity.

2. 50 percent redundancy for 3 pump operations, (2 in operation and 1 standby), each pump with 50 percent project peak flow capacity.

3. Different arrangements will be allowed with prior approval by the Engineer.

4. Standby pumps shall be plumbed, fueled, and operational at all times. Standby pumps shall be maintained by Contractor and ready for immediate operation.

D. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and any other spare parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.

E. Bypassing systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.

F. Overflow prevention monitors shall be programmed to alert the Contractor, the Engineer, and designated City staff.

3.02 Bypass Pumping

A. Contractor's sewage bypass pumping operations shall not harm the City, nor any other public or private party. Any and all penalties, fines, judgments, or injunctions levied due to Sanitary Sewer Overflow (SSO) spills or any other problems caused or related to Contractor's bypass pumping operations, monetary and otherwise, shall be borne and paid by Contractor.

B. Bypass shall be made by diversion of the flow from at least 1 manhole upstream from section where work is taking place, around the section to be taken from service for new construction, to an existing downstream location, at least 1 manhole beyond the section where work is taking place.

C. Bypass Pumping Capacity:

1. Flow Monitoring Report completed by the City in January and February 2021 results are below for the downstream manhole:

Average Dry Day Flow

Day Type	Flow rate (mgd)
Weekday	1.019
Weekend	1.089

Peak Dry Weather Flow

Day Type	Flow rate (mgd)
Weekday	1.40
Weekend	1.65

d. Project Peak Flows shall be used to determine the number and size of primary pumps, standby pumps, suction pipes, discharges pipes, redundant discharge pipes, and any other flow related element of the bypass pumping system.

e. Pipe velocity through force mains shall be at least 3 fps but not exceed 12 fps.

D. Bypass Pumping Minimum Procedures:

1. Contractor shall not proceed with bypass pumping when the weather forecast has rain during the bypass operation.

2. Contractor shall provide bypass pumping capable of handling Project Peak/ Maximum and Minimum flow loads for the pipeline(s) to be bypassed.

3. When performing bypass work, ensure that pumping redundancy is onsite with all appurtenances (suction/discharge pipe) attached so that a pump can immediately be started when another pump has to be taken out of service.

4. Provide on-site a minimum of 1 trained and qualified operator for each bypass operation who shall provide 24/7 coverage and possess the experience and knowledge to operate, maintain, repair, refuel, and so forth at all times while bypass pumping systems are required.

5. Install plugs in upstream portion of pipe in manhole, if operation allows. If not, bag or plug shall be secured with length of cable that will extend to the next downstream manhole for retrieval. This is to prevent rogue/runaway bags/plugs from entering the collection system. Opening in retrieval manhole shall be large enough to allow bag/plug removal. Also take into consideration the invert/base construction, 90-degree manholes, offset/angle points, and so forth when determining the retrieval manhole.

6. Pumping systems for laterals shall be designed for frequent pump operation in accordance with the following requirements:

a. Contractor shall maintain existing working levels in existing lift station wet wells.

b. Sewage level in manholes shall be maintained at as low a level as possible to prevent odor problems and the bypass pumping equipment shall at a minimum pump at the same rate as the flow rate into the manhole.

c. All bypass pumping operations shall be individually addressed in the bypass pumping plan.

7. Contractor shall submit a written bypass pumping plan addressing the above requirements before proceeding with work. Provide emergency list of phone numbers.

3.03 Removal

A. Remove bypass pumping system when no longer needed. The Contractor shall notify the Engineer 48 hours prior to shutting down the bypass system.

B. After completion of bypass pumping operations, Contractor shall clean disturbed areas, restoring them to their original condition. This operation shall include but not be limited to, pavement restoration and landscaping, at least equal to that which existed prior to start of Work.

END OF SECTION 02065

02140 - DEWATERING AND DRAINAGE

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish, install, operate, monitor, maintain, and remove temporary dewatering and drainage systems as required. Lower and control water levels below pipe inverts to permit construction in the dry.

B. Provide, maintain, and remove temporary surface water control measures to sufficiently drain and remove surface water before it enters any excavations, or grading. If surface water does enter excavation or grading, implement control measures so that it is adequately removed.

C. Collect and properly dispose of all discharge water from dewatering and drainage systems. Discharge to a Sanitary Sewer System is not allowed.

D. Repair damage caused by dewatering and drainage system operations.

E. Remove temporary dewatering and drainage systems when no longer needed. Restore all disturbed areas.

G. It is anticipated for this project groundwater will be encountered due to proximity of the waterway.

1.02 SUBMITTALS

A. Quality Control Submittal

1. Water Control Plan

a. At a minimum, the Water Control Plan shall include:

(1) Descriptions of proposed groundwater and surface water control facilities including, but not limited to, equipment, methods, standby equipment and power supply, pollution control facilities, discharge locations to be utilized, provisions for immediate temporary water supply and other requirements, as specified in this Section.

b. If the system is modified during installation or operation, the Water Control Plan shall be revised or amended as appropriate and shall be resubmitted.

B. Administrative Submittals

1. Discharge permits.

1.03 DEFINITIONS

A. Where the phrase "in the dry" is used in this Section, *in situ* soil moisture content shall be no more than 2 percentage points above the optimum moisture content for that soil.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

A. All Excavations: Water shall be continuously controlled during the course of construction, including weekends, holidays, and during periods of work stoppages. Contractor shall provide adequate backup systems to maintain control of water.

B. Properly control and dispose of any surface runoff, preventing it from entering excavations. Contractor shall comply with sedimentation and erosion.

3.02 DEWATERING SYSTEMS

A. Provide, operate, and maintain dewatering systems of sufficient size and capacity to permit excavation and subsequent construction in the dry. Groundwater level shall be lowered and maintained to below the invert of the proposed pipe. Contractor shall continuously maintain excavations to be free of water, regardless of source, until backfilled to final grade. No additional compensation shall be made for dewatering operations meeting the above requirements.

1. Dewatering capacity included in bid is up to 800 gpm total sum of all pumps placed as needed in the construction. If the dewatering system requires greater capacity, the Contractor will discuss with the Owner prior to increasing the dewatering capacity.

B. Design and Operate Dewatering Systems:

1. To prevent loss of ground as water is removed.

2. To avoid inducing settlement or damage to existing facilities, completed work, or adjacent property.

C. Provide supplemental ditches and sumps only as necessary to collect water from local seeps. Ditches and sumps shall not be used as the primary means of dewatering.

3.03 DISPOSAL OF WATER

A. Obtain discharge permit for water disposal from jurisdictional authorities.

B. Treat water collected by dewatering or surface operations, as required by regulatory agencies, prior to discharge.

C. Discharge water as required by discharge permit and in a manner that will not cause erosion, flooding, or otherwise damage existing facilities, completed work, or adjacent property.

D. Remove solids from any treatment facilities required by discharge permit and perform maintenance of treatment facilities as necessary to maintain their efficiency.

3.04 PROTECTION OF PROPERTY

A. Contractor shall make an assessment of potential for dewatering induced settlement and shall provide and operate devices or systems, including but not limited to: reinjection wells, infiltration trenches, and cutoff walls, necessary to prevent damage to existing facilities, completed work, and adjacent property.

B. Securely support existing facilities, construction work, completed work, and adjacent property vulnerable to settlement due to dewatering operations. Support shall include, but not be limited to, bracing, underpinning, or compaction grouting.

3.05 REMEDIATION OF GROUNDWATER DEPLETION

A. If dewatering reduces quantity or quality of water produced by existing wells, Contractor shall temporarily supply water to affected well owners from other sources. Contractor shall furnish water of a quality and quantity equal to or exceeding the quality and quantity available to the well owner prior to beginning work, or as satisfactory to each well owner.

END OF SECTION 02140

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. 22-SR-10, 81st & Kipling Sanitary Sewer Improvements.

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 _____, 2022, 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.

BID PROPOSAL

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

FROM:_____(hereinafter called "BIDDER"), organized and existing under the laws of the State of_____doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. **22-SR-10** entitled **81st & Kipling Sanitary Sewer Improvements** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.** Initials:_____ _____ _____

Bidder states that his:

Major Material Suppliers are:	Material They Will Supply
_____	_____
_____	_____
_____	_____

Major Subcontractors are:	Work They Will Perform
_____	_____
_____	_____
_____	_____

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **180** 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 January 23rd 2023. For each calendar day that the work exceeds the allotted contract time, the Contractor shall agree to pay the owner Liquidated Damages per section 1121.07 of the City of Arvada Engineering Code Standards and Specifications, 2022 Edition. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: TOTAL BID $_____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____)_____Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By:_____ _____
Signature of Authorized Agent Date FEIN

_____ _____ _____
Typed/Printed Name of Agent Title of Agent Agent email

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. 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

REQUIRED CONTRACTOR SUBMITTAL FORM

VARIATIONS: The vendor shall identify all variations and exceptions to this CSB. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #:_____Item # or Section: _____
Variance

_____

_____

Page #:_____Item # or Section: _____
Variance

_____

_____

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 (Please use attached Excel File Bid Schedule), and any other attachments requested.
- ☐ Submit implementation timeline and warrantees, 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, on the previous page
- ☐ Completed Performance Measures Form

MINIMUM REQUIRED QUALIFICATIONS:

Evidence of these qualifications must be submitted.

- ☐ Three references: two of which must be on projects for the proposed Project Manager and one of which must be on projects for the proposed superintendent. All references must be from Colorado entities.
- ☐ Successful completion of at least three projects containing installation of 1,500 LF or more of 18in or larger PVC sewer/drainage line in the Front Range of Colorado over the past 5 years. Front Range Colorado is defined as Fort Collins to Pueblo.
- ☐ Resumes for the proposed superintendent and project manager must be provided.

REFERENCES:

☐ Check here if Contractor's standard reference sheet is attached, otherwise, use the spaces 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: _____

_____

QUALIFICATION PROJECTS:

☐ Check here if qualifications are attached separately, otherwise, use the spaces below.

Project Name:_____ Owner: _____

Project Location:_____ Date Completed: _____

Project Description: _____

_____

Sizes of Pipe Installed:_____ Length Installed: _____

Project Manager:_____ Superintendent: _____

Project Name:_____ Owner: _____

Project Location:_____ Date Completed: _____

Project Description: _____

_____

Sizes of Pipe Installed:_____ Length Installed: _____

Project Manager:_____ Superintendent: _____

Project Name:_____ Owner: _____

Project Location:_____ Date Completed: _____

Project Description: _____

_____

Sizes of Pipe Installed:_____ Length Installed: _____

Project Manager:_____ Superintendent: _____

Project Name:_____ Owner: _____

Project Location:_____ Date Completed: _____

Project Description: _____

_____

Sizes of Pipe Installed:_____ Length Installed: _____

Project Manager:_____ Superintendent: _____

Project Name:_____ Owner: _____

Project Location:_____ Date Completed: _____

Project Description: _____

_____

Sizes of Pipe Installed:_____ Length Installed: _____

Project Manager:_____ Superintendent: _____

Project Name:_____ Owner: _____

Project Location:_____ Date Completed: _____

Project Description: _____

_____

Sizes of Pipe Installed:_____ Length Installed: _____

Project Manager:_____ Superintendent: _____

Project Title: 81st & Kipling Sanitary Sewer Improvements

Project No. 22-SR-10

Project Engineer: Danny Wolff, E.I.

PLEASE USE THE BID SCHEDULE EXCEL FILE ATTACHED : 22-SR-10_BidSchedule_IFB

BID SCHEDULE

Contractor: _____

Address, City, Zip: _____

Telephone: _____ **Bid Prepared By:** _____

Bid Items					
Item Number	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Bid Cost**
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	1	LS		
2	Traffic and Pedestrian Control	1	LS		
3	Sediment and Erosion Control	1	LS		
4	Utility Locate Potholing	1	LS		
5	Construction Survey	1	LS		
6	Landscape Restoration	1	LS		
7	Irrigation System Restoration	1	LS		
8	Temporary Bypass Pumping Sewer	1	LS		
9	Temporary Sidewalk	1	LS		
10	Temporary Irrigation	1	LS		
11	2" PVC Sleeves, Complete in Place	100	LF		
12	Sanitary Sewer Diversion Manhole - 8' diameter, Complete in Place	1	EACH		
13	Sanitary Sewer Manhole - 6' diameter, Complete in Place	9	EACH		
14	Sanitary Sewer Manhole - 8' diameter, Complete in Place	2	EACH		
15	27" SDR 35 PVC, Complete in Place 9 each 6' manholes	1785	LF		
16	Connect to Existing Sanitary Sewer System	3	EACH		
17	Connect Sanitary Sewer Service	2	EACH		
18	Excavation Dewatering	1	LS		
19	8" PVC Waterline Lower/ Raising, Complete in Place	1	EACH		
20	Pipe Concrete Encasement	1	EACH		
21	6" Asphalt Removal and Patching - Minor Road, Complete in Place	560	SY		
22	10.5" Asphalt Removal and Patching - Kipling Street, Complete in Place	65	SY		
23	ADA Ramp Remove and Replace, Complete in Place	2	EACH		
24	Curb and Gutter Remove and Replace, Complete in Place	550	LF		
25	6" Thick Concrete Sidewalk Removal	4,415	SF		
26	6" Thick Concrete Sidewalk, Complete in Place	5,900	SF		
27	Remove and Replace Colored Median Concrete, Complete in Place	100	SF		

Bid Items					
Item Number	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Cost**	**Bid Cost**
28	Remove and Replace Crosspan, Complete in Place	130	SF		
29	Remove Exising Tree and Replace with 2" Caliper Tree of Same Species. Removed Ash Tree to be replaced with Pear Tree.	4	EACH		
30	Remove Existing Shrub	3	EACH		
31	Remove Handrail to Step and Finish Cut Ends	1	LS		
32	Planting Bed Restoration	1	LS		
33	Stabilization Material - Class 6 Road base, As Needed	500	CY		
			TOTAL BID		

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for ***Services*** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than $15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

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 , 2022, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s 22-SR-10, 81st and Kipling Sanitary Sewer Improvements.

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_____, 2022.

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. 22-SR-10, 81st and Kipling Sanitary Sewer Improvements

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_____, 20___.

By:_____

Name: _____

Title:_____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. 22-SR-10, 81st and Kipling Sanitary Sewer Improvements

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____, 20____.

Company

By: _____

Title: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
_____FOR_____
IN AN AMOUNT NOT TO EXCEED $_____.00

This Agreement made this_____day of_____, 20___by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and_____, a _____("Contractor").

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the_____described in the Contract Documents relating to CSB-_____, issued_____, 20 , ("the Work").

2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.

3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.

4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **$_____.00** for the Work.

6. The term "Contract Documents" means and includes the following:

A. Arvada's Request for [Project Title], CSB-_____("CSB");
B. CSB Exhibits (if any);
C. CSB Addenda (if any);
D. Contractor's Response to CSB-____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
E. Notice of Award;
F. Performance and Payment Bond;
G. Notice to Proceed;
H. Change Orders (if any);
I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
L. Specification Illustrations and attachments; and
M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

12. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously

furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF ARVADA, COLORADO

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

_____
City Clerk

APPROVED AS TO FORM:

For 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:

Item	Description	Qty.	Unit	Unit Cost	Add/Delete
	ADD				
1.					
2.					
3.					
4.					
TOTAL ADD					**$**

Adjustments to Contract Price & Time	**Contract Dollars**	**Calendar Days**
Contract Totals through and including Previous Change Orders	$	
Adjustments this Change Order **(Increase)**	$	
Contract Totals to Date – Including Change Order No._	$	

Contract Time Expires on:

APPROVED FOR CITY

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

ACCEPTED FOR CONTRACTOR

By:_____
Title:_____
Date: _____

By: _____

Exhibit B

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND VORTEX SERVICES LLC FOR 81ST AND KIPLING SANITARY SEWER IMPROVEMENTS RELATING TO CSB 22-ENG-019 IN AN AMOUNT NOT TO EXCEED $1,618,933.00

CITY OF ARVADA

81st & Kipling Sanitary Sewer Improvements

LOCATED IN
TOWNSHIP 2 SOUTH, RANGE 69 WEST, 6th P.M.
COUNTY of JEFFERSON, STATE of COLORADO
JUNE, 2022

OWNER

City of Arvada
Mary Stahl
8101 Ralston Road
Arvada, CO 80002
720-460-7682

SURVEYOR

American West Land Surveying Co.
331 South 4th Avenue
P.O. Box 129
Brighton, CO 80601
303-659-1532

ENGINEER

J&T Consulting, Inc.
Jason Murray
305 Denver Ave., Ste. D
Fort Lupton, CO 80621
720-235-7334

SHEET INDEX

1	Cover Sheet
2	General Notes
3-4	Existing Conditions
5-7	Site Plan / Erosion Control
8-11	Sanitary Sewer Plan & Profiles
12	Sanitary Sewer Details
13-14	Roadway Details
15	Erosion Control Details

LEGEND

5280 EXISTING CONTOURS	EXISTING SEWER MANHOLE
EXISTING EDGE OF CONCRETE	EXISTING FIRE HYDRANT
G EXISTING GAS LINE	EXISTING WATER METER
W EXISTING WATERLINE	EXISTING WATER VALVE
SAN EXISTING SEWER LINE	EXISTING STORM SEWER MANHOLE
ST EXISTING STORM SEWER	EXISTING TREE
CTV EXISTING CABLE TV	CONCRETE
E EXISTING POWER	SAN PROPOSED SANITARY SEWER
T EXISTING TELEPHONE	SS SANITARY SERVICE
TS EXISTING TRAFFIC SIGNAL	SF PROPOSED SILT FENCE
FO EXISTING FIBER OPTIC	
IRR EXISTING IRRIGATION	
EXISTING ROW	
EXISTING EASEMENT	
EXISTING FLOODPLAIN	

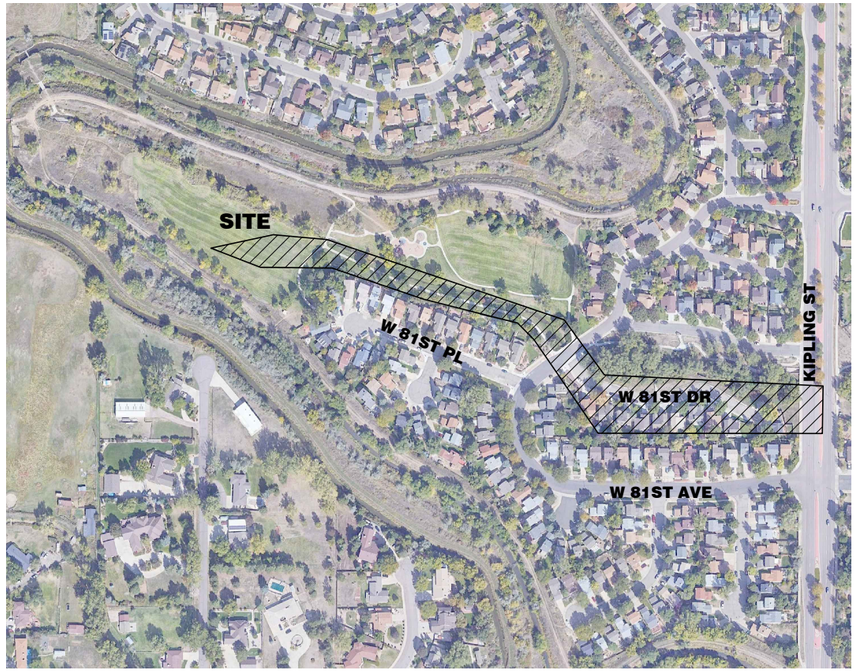
IP — INLET PROTECTION

CWA — PORTABLE CONCRETE WASHOUT AREA

RS — ROCK SOCK PROTECTION (NOT SHOWN FOR CLARITY) 3 ROCK SOCKS SHALL BE PLACED AND MAINTAINED IN GUTTER AT 50 FT INTERVALS STARTING AT 50 FT DOWNHILL OF WORK AREA

VTC — VEHICLE TRACKING CONTROL

EXISTING GRADE FLOW DIRECTION



VICINITY MAP
SCALE 1" = 200'±

200 100 0 200
SCALE IN FEET

HORIZONTAL CONTROL

PROJECT CONTROL COORDINATE TABLE

PT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
6	1733692.66	3109369.48	5526.47	CHISLED SQUARE IN BACK OF SIDEWALK CITY OF ARVADA BM #433
333	1733783.96	3109545.93	5523.62	1 1/2" ALUMINUM CAP IN MONUMENT BOX
344	1733619.14	3110175.61	5517.04	8" SPIKE
383	1733881.80	3109407.82	5521.58	MAG NAIL IN CONCRETE PATH
670	1733964.51	3108804.05	5532.35	MAG NAIL IN CONCRETE PATH
672	1733870.49	3109665.00	5525.07	1 1/2" ALUMINUM CAP IN MONUMENT BOX

HORIZONTAL COORDINATES ARE BASED UPON THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0502) AND HAVE BEEN MODIFIED TO GROUND AROUND 0.00 N, 0.00 E, BY A COMBINED FACTOR OF 0.99975911 OR 1.00240948

ELEVATIONS ARE BASED UPON CITY OF ARVADA BM #433 BEING A CHISLED SQUARE AT THE BACK OF A SIDEWALK LOCATED AT THE INTERSECTION OF WEST 81ST AVENUE AND WEST 81ST PLACE, HAVING A PUBLISHED ELEVATION OF 5526.47

811 Know what's below. Call before you dig.

NOTE:
WORK SHALL BE CONSTRUCTED TO CITY OF ARVADA STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER.

EXHIBIT B

APPROVED
CITY OF ARVADA, COLORADO

BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10
CITY ENGINEER

Review if for general compliance with the City of Arvada "Engineering Code of Standards", 2022 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.

Engineer's Certification

These plans for the 81st and Kipling Sanitary Sewer Improvements were prepared by me or under my direct supervision in accordance with the requirements of the City Of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements."

James C. York P.E. J&T Consulting, Inc.
Colorado Registration No. 36846

ISSUED FOR BID

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

81st & Kipling Sanitary Sewer Improvements

Cover Sheet

City Of Arvada

22-SR-10

REVISIONS

No	Description	Date	By	Chk

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Cover.dwg
Scale	As Shown

Sheet: 1 Of: 15

P:\22005 Arvada 81st Kipling Interceptor\Drawings\Plan Sheets\JT-Cover.dwg, 1 Cover Sheet, 9/7/2022 8:00:44 AM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS SPECIFICATIONS 2022 EDITION, UNLESS OTHERWISE SPECIFIED HEREIN.
2. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA.
3. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION PUBLIC IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS AND SUBCONTRACTORS MUST OBTAIN A SEPARATE PERMIT FOR THE WORK BEING COMPLETED BY THE PARTICULAR CONTRACTOR OR SUBCONTRACTOR. ANY CONSTRUCTION WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT OF WAY WILL REQUIRE A CDOT CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OR-WAY.
4. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A PRINTED COPY OF THE CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS SPECIFICATIONS 2022 EDITION ON SITE AT ALL TIMES.
5. THE CITY OF ARVADA ENGINEERING DIVISION SHALL BE NOTIFIED (PHONE #720-898-7640) A MINIMUM OF 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
6. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR BURIED UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND THE PROTECT THEM DURING CONSTRUCTION.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY.
8. BENCHMARK LOCATION, ELEVATION AND THE DATUM ARE NOTED.
9. AS-BUILT DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER OR DESIGNEE PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD. UTILITY AS-BUILTS SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES AND PERTINENT ELEVATIONS. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED THE AS-BUILTS HAVE BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
10. A CITY OF ARVADA TAX CERTIFICATION FORM MUST BE COMPLETED BY ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT. THIS FORM DETAILS ALL MATERIALS WHICH HAVE BEEN INCLUDED IN THE WORK ON THIS PROJECT BY CONTRACTORS AND SUBCONTRACTORS. COPIED OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THIS FORM HAS BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
11. OWNER/DEVELOPER SHALL OBTAIN STORMWATER CONSTRUCTION PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE), WATER QUALITY CONTROL DIVISION, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF ONE (1) ACRE OR MORE OR LESS THEN ONE ACRE AND PART OF A LARGER DEVELOPMENT. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION TO THE START OF CLEARING, GRADING OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO NE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
12. CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
13. ALL CURB RAMPS SHALL COMPLY WITH THE LATEST CITY OF ARVADA AND ADA STANDARD. CONTRACTOR TO CHECK WITH THE CITY OF ARVADA ENGINEERING DIVISION TO VERIFY THE LATEST CURB RAMP STANDARD PRIOR TO CONSTRUCTION OF ANY RAMP.
14. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OF REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS "ENGINEERING CODE OF STANDARDS SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS".
15. A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE PUBLIC IMPROVEMENTS PERMIT APPLICATION. A PUBLIC IMPROVEMENTS CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING CONSTRUCTION.
16. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL PUBLIC AND PRIVATE UTILITIES TO COORDINATE SCHEDULES.
17. ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
18. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING STREET IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO SIGNS, UTILITIES, LANDSCAPING, AND PRIVATE PROPERTY FROM BEING DISTURBED OR DESTROYED DURING CONSTRUCTION. THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR SHALL JOINTLY INSPECT ALL EXISTING IMPROVEMENTS FOR DAMAGE. ALL DAMAGE CAUSED BY THE CONTRACTOR WILL BE CORRECTED AND PAID FOR BY THE CONTRACTOR PRIOR TO ACCEPTANCE OF WORK.
19. STATIONS, ELEVATIONS, AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM A RECENT SURVEY. THE CONTRACTOR SHALL VERIFY ALL CONSTRUCTION STAKING DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIAL.
20. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF THE WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".
21. IN CASE EXISTING CONDITIONS OR DIMENSIONS VARY FROM THOSE SHOWN ON DRAWINGS, CONTRACTOR SHALL NOTIFY ENGINEER SO PROPER ADJUSTMENTS CAN BE MADE.
22. IF A CONFLICT EXISTS OR A DESIGN MODIFICATION IS REQUIRED THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATION(S) SHALL BE APPROVED BY THE CITY OF ARVADA PRIOR TO BEGINNING CONSTRUCTION.
23. WASTE MATERIALS SHALL BE DISPOSED OF BY CONTRACTOR AT NO ADDITIONAL COST TO THE CITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A DISPOSAL SITE FOR UNUSED MATERIAL, DEMOLITION MATERIAL, AND HAZARDOUS WASTE MATERIAL.
24. THE CONTRACTOR SHALL MAINTAIN A MANIFEST OF HAZARDOUS MATERIAL AND PROVIDE THE CITY WITH A COPY OF THE MANIFEST AT THE COMPLETION OF THE PROJECT.
25. ALL EXISTING UTILITIES OR IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, STREET LIGHTS, CONCRETE CURB, GUTTER, AND SIDEWALK DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION PRIOR TO ACCEPTANCE OF COMPLETED WORK.
26. THE STREETS IN AND ADJACENT TO THE CONSTRUCTION AREA SHALL BE CLEANED OF DEBRIS, GENERATED BY THE PROJECT, BY THE CONTRACTOR AT THE EARLIEST OPPORTUNITY, OR IMMEDIATELY WHEN DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE FOR THE SAFETY OF TRAFFIC OR PEDESTRIANS, BUT IN NO CASE SHALL THE STREET BE LEFT UNCLEAN AFTER COMPLETION OF THE DAY'S WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE NECESSARY EQUIPMENT AND MATERIALS TO SATISFACTORILY CLEAN THE ROADWAY AT NO ADDITIONAL COST TO THE PROJECT.
27. EMERGENCY ACCESS MUST BE MAINTAINED AT ALL TIMES.
28. PROJECT IS LOCATED IN THE LITTLE DRY CREEK FLOODPLAIN. A FLOODPLAIN PERMIT WILL BE REQUIRED FOR THIS PROJECT.

STREET NOTES

1. CONTRACTOR SHALL HAVE ON SITE OF THE CITY OF ARVADA APPROVED SUBGRADE SOILS AND PAVEMENT DESIGN REPORT SHOWING MINIMUM REQUIRED SUBGRADE PREPARATION REQUIREMENTS AND MINIMUM REQUIRED PAVEMENT THICKNESS.
2. ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH CITY OF ARVADA STANDARDS AND SHALL BE TESTED AT CITY REQUIRED FREQUENCIES BY A CITY APPROVED SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING BASE COURSE, ASPHALT, OR CONCRETE ON PREPARED SUBGRADE. ALL BASE COURSE DENSITY SHALL BE TESTED BY PRIVATE SOILS FIRM AT CITY REQUIRED FREQUENCIES TO ENSURE COMPLIANCE WITH CITY OF ARVADA REQUIREMENTS. BASE COURSE TEST RESULTS SHALL BE APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING PAVEMENT. ALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH CITY OF ARVADA MINIMUM MATERIALS TESTING STANDARDS. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD.
3. THE SUBGRADE MATERIAL SHALL BE REMOVED TO A DEPTH REQUIRED BY THE CITY OF ARVADA ACCORDING TO INFORMATION OBTAINED FROM LABORATORY TESTS AND/OR AS REQUIRED IN THE PAVEMENT DESIGN REPORT. ADDITIVES OR APPROVED MATERIAL MAY BE REQUIRED IF THE NATIVE MATERIAL IS UNSATISFACTORY. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM DENSITY DETERMINED IN ACCORDANCE WITH AASHTO DESIGNATION T180 OR T99 AND IN ACCORDANCE WITH CDOT STANDARD SPECIFICATIONS SECTION 203.07.
4. THE CONTRACTOR SHALL PROOF ROLL ALL SUBGRADE COURSE IN A MANNER ACCEPTABLE TO THE CITY OF ARVADA IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS". PROOF ROLLING SHALL BE INSPECTED AND ACCEPTED BY THE CITY PRIOR TO INSTALLATION OF PAVEMENT AND/OR CONCRETE FLATWORK.
5. ALL CONCRETE CURB, GUTTER, SIDEWALK AND OTHER FLATWORK WITHIN THE CITY RIGHT OF WAY SHALL BE A MINIMUM 6" THICKNESS. CROSSPANS SHALL BE A MINIMUM 8" THICKNESS AND MINIMUM 8 FOOT WIDTH. ALL CONCRETE SHALL BE A MINIMUM 4000 PSI DESIGN STRENGTH REINFORCED WITH 3.5 LBS/CY FIBERMESH IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS".

UTILITIES NOTES

1. CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, CITY OF ARVADA UTILITY AND ENGINEERING DIVISION, A MINIMUM OF 24 HOURS PRIOR TO ANY WATER OR SEWER SERVICE INTERRUPTION.
2. CONTRACTOR IS TO COORDINATE THE OPERATION OF ALL WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES WITH THE CITY'S WATER OPERATIONS DIVISION THROUGH THE CITY'S ENGINEERING INSPECTOR.
3. ALL FIRE HYDRANT BRANCH PIPE SHALL BE CLASS 200 AWWA C900 PVC OR CLASS 150 AWWA C909 PVC. ALL FIRE LINES TO BUILDINGS WITH INTERIOR SPRINKLER SYSTEMS SHALL BE CALL AWWA C900 PVC PIPE OR CLASS 200 AWWA C909 PVC PIPE ONLY. ALL WATER MAIN CONSTRUCTION SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE CITY OF WESTMINSTER.
4. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT.
5. ALL PVC WATER MAINS SHALL BE INSTALLED WITH WHITE #12 TYPE UF OR USE CABLE SINGLE COPPER CONDUCTOR AS A TRACER WIRE SPIRALLY WRAPPED AROUND THE PIPE. TRACER WIRE TO EXTEND FROM MAIN TO A CATHODIC PROTECTION BOX LOCATED ON THE RIGHT SIDE OF ALL FIRE HYDRANTS. TRACER WIRE SHALL BE CONNECTED TO EXISTING TRACER WIRE WHERE POSSIBLE. WHERE NO TRACER WIRE EXISTS, ENDS OF TRACER WIRE SHALL BE STRIPPED AND GROUNDED INTO NATIVE SOILS A MINIMUM OF 12" DEEP.
6. ALL METER PITS SHALL BE 24 INCH DIAMETER CONCRETE OR PLASTIC IN ACCORDANCE WITH SECTION 30 OF THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS".
7. STORM, SANITARY, AND WATER MANHOLE COVERS SHALL SAY CITY OF ARVADA STORM, SANITARY, OR WATER WHERE APPLICABLE IN ACCORDANCE WITH THE CITY'S STANDARD LID DETAIL.
8. BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAIL DRAWING W-9.
9. ALL SANITARY SEWER MAINS INSTALLED SHALL BE HIGH PRESSURE JET CLEANED AFTER COMPLETION OF THE FINAL LIFT OF ASPHALT PLACEMENT AND PRIOR TO REQUIRED TELEVISION INSPECTION BY THE CITY'S WASTEWATER DIVISION.
10. MINIMUM COVER OVER WATER MAINS SHALL BE A FIVE FEET ABOVE TOP OF PIPE.
11. FIRE HYDRANT ASSEMBLY INCLUDES THE VALVE, TEE, THRUST BLOCKS, AND SIX INCH PIPE. INSTALLATION SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAILS.
12. CONTRACTOR SHALL LOCATE EXISTING PLUGS AND THRUST BLOCKS PRIOR TO CONSTRUCTION.
13. INSTALL MECHANICAL JOINT RESTRAINTS AT ALL BENDS, STUBS, TEES, AND OTHER APPROPRIATE APPURTENANCES IN WATER LINES. ALL BLOW-OFFS, VALVES, AND BENDS SHALL BE MECHANICALLY RESTRAINED PER CITY DETAILS.
14. ALL VALVES SHALL BE OPEN LEFT VALVES. ALL GATE VALVES SHALL BE AWWA SPECIFICATION C-509 RESILIENT SEATED GATE VALVES. VALVE MANUFACTURERS SHALL BE AMERICAN AVK, MUELLER, CLOW, OR AMERICAN FLOW CONTROL.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ALL WATER VALVE BOXES TO THE REQUIRED FINAL GRADE. IN ADDITION, VALVE EXTENSIONS SHALL BE INSTALLED SUCH THAT A SIX-FOOT VALVE KEY CAN OPERATE THE VALVE.
16. WHEN IT IS NECESSARY TO LOWER WATER MAINS AT STORM SEWERS AND OTHER UTILITY CROSSINGS, A MINIMUM CLEARANCE OF 3 FEET FOR STORM SEWER AND 1.50 FEET FOR SANITARY SEWER SHALL BE MAINTAINED BETWEEN THE PIPES. A 12" THICK LAYER OF EXTRUDED POLYSTYRENE INSULATING FOAM, ALSO REFERRED TO AS "XPS" SHALL BE PROVIDED ALL AROUND THE WATER MAIN FOR A MINIMUM OF 5 FEET ON EACH SIDE OF THE STORM SEWER.
17. NO PIPE SHALL BE BACKFILLED UNTIL IT HAS BEEN INSPECTED BY THE CITY'S REPRESENTATIVE.
18. STANDARD PIPE LENGTHS SHALL BE 20 FEET (20') ALL SIZES. RANDOM LENGTHS SHALL NOT BE ACCEPTED.
19. EACH LENGTH OF PIPE SHALL BEAR THE DATE OF MANUFACTURE, TYPE, GRADE, LENGTH, MANUFACTURER'S NAME, AND AN NSF SEAL OF APPROVAL ALONG WITH INSTALLATION OF A TRACER WIRE ON ALL PIPE.
20. THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TESTS AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE STANDARDS HEREIN SPECIFIED. A COPY OF THE CERTIFICATION WILL BE SENT TO THE CITY UPON REQUEST.
21. CONTRACTOR SHALL VERIFY PIPE MATERIALS AND SIZE PRIOR TO CONSTRUCTION OF THE WATERLINE WHERE TAPS OR TIE-INS ARE TO BE MADE.

EROSION CONTROL NOTES

1. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE MET ON SITE AND PROVIDED WITH A STORMWATER MANAGEMENT PLAN AFTER INSTALLATION OF BEST MANAGEMENT PRACTICES (BMP'S), BUT BEFORE CONSTRUCTION OR GRADING BEGINS.
2. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.
3. ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL ME INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND STORMWATER MANAGEMENT PLAN.
4. AT ALL TIMES DURING CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WINDBLOWN SEDIMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.
5. PRE-DISTURBANCE VEGETATION SHALL BE PROTECTED AND RETAINED WHEREVER POSSIBLE. REMOVAL OR DISTURBANCE OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA(S) REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS, AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMP'S ARE INSTALLED. NO DISTURBED AREAS, EXCEPT THOSE WITHIN THE PROJECT STREET RIGHTS-OF-WAY, SHALL REMAIN EXPOSED FOR MORE THAN THIRTY (30) DAYS BEFORE TEMPORARY OR PERMANENT EROSION CONTROL (E..G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.
7. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL:
   A. BE INSPECTED AT A MINIMUM OF ONCE EVERY FOURTEEN (14) DAYS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
   B. REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL..
   C. BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OF AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
8. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.
9. THE CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY CONSTRUCTION MATERIALS INADVERTENTLY DEPOSITED ON EXISTING STREETS, SIDEWALKS, OR OTHER PUBLIC RIGHTS-OF-WAY, AND MAKE SURE STREETS AND WALKWAYS ARE CLEANED AT THE END OF EACH WORKING DAY.
10. ALL SOIL STOCKPILES SHALL NOT BE PLACED WITHIN ONE HUNDRED (100) FEET OF A DRAINAGEWAY, WHERE POSSIBLE, AND SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY APPROPRIATE EROSION CONTROL METHODS. ANY SOIL STOCKPILE THAT WILL BE DORMANT FOR OVER THIRTY (30) DAYS SHALL BE SEEDED.
11. THE STORMWATER VOLUME CAPACITY OF DETENTION PONDS WILL BE RESTORED AND STORM SEWER LINES WILL BE CLEANED UPON COMPLETION OF THE PROJECT AND BEFORE TURNING THE MAINTENANCE OVER TO THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION (HOA).
12. CITY ORDINANCE REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE DEVELOPER SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
13. A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED SO AS TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.
14. MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT-SPECIFIC BMP'S, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITS. ALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.
15. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF INDIVIDUAL LOTS, SEDIMENT/EROSION CONTROL BMP'S SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED.
   A. BELOW ALL GUTTER DOWNSPOUTS.
   B. OUT TO DRAINAGE SWALES.
   C. ALONG LOT PERIMETER.
   D. OTHER LOCATIONS, IF NEEDED.
16. A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E., STONE, DIRT, ETC. SHALL BE PLACED IN THE CURB AND GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, CONSTRUCTION MATERIALS AND/OR BUILDING SITES.
17. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE DEVELOPER SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY OF ARVADA.

APPROVED
CITY OF ARVADA, COLORADO

BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10
CITY ENGINEER

Review if for general compliance with the City of Arvada "Engineering Code of Standards", 2022 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 BID

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

81st & Kipling Sanitary Sewer Improvements

General Notes

City Of Arvada

22-SR-10

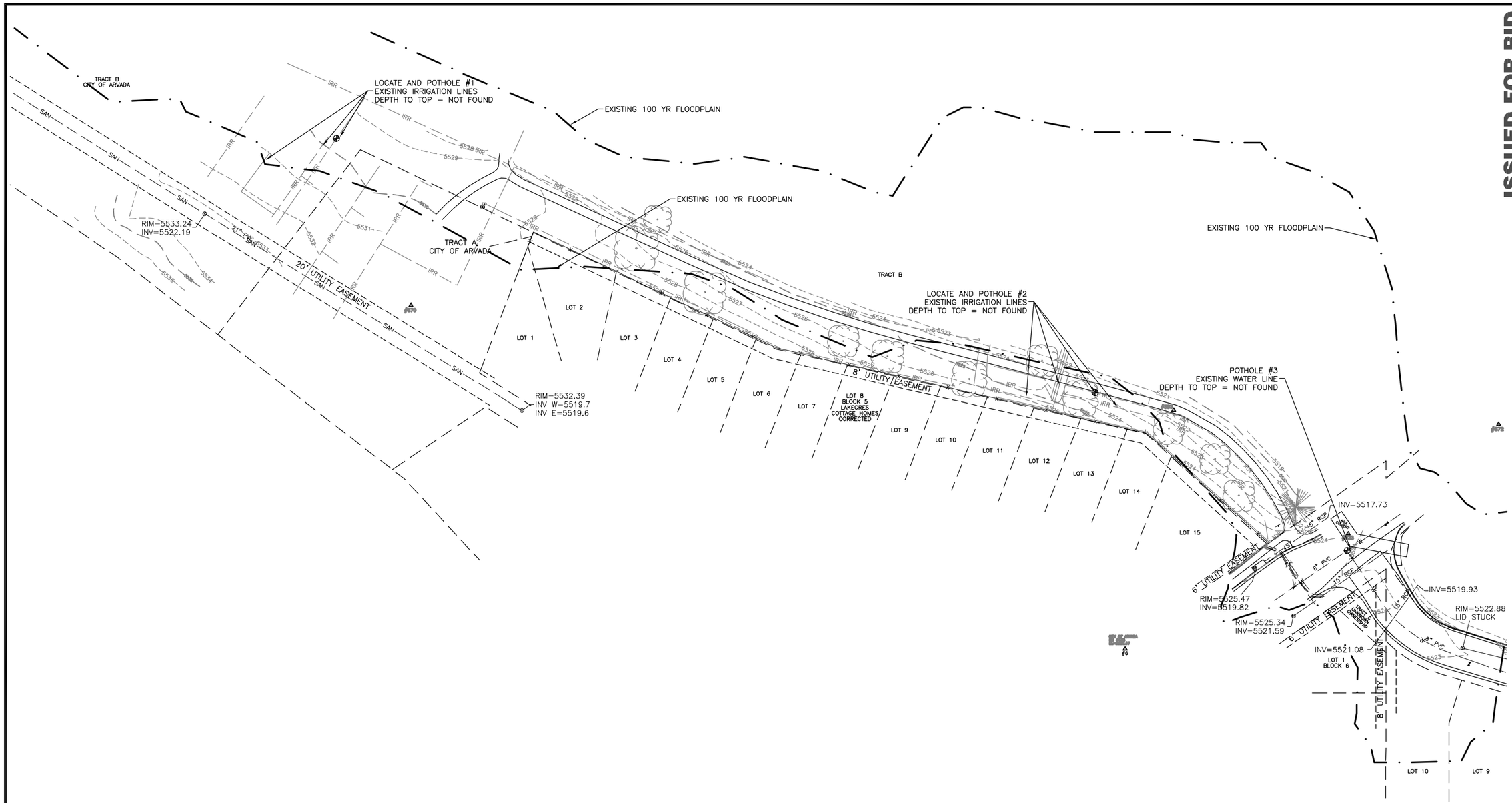
REVISIONS

No	Description	Date	By	Chk

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Notes.dwg
Scale	As Shown

Sheet: 2 Of: 15

P:\22005 Arvada 81st Kipling Interceptor\Drawings\Plan Sheets\JT-Notes.dwg, 2 General Notes, 9/7/2022 8:01:05 AM



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81st & Kipling Sanitary Sewer Improvements

Existing Conditions And Pothole Location

City Of Arvada

22-SR-10

REVISIONS

No	Description	Date	By	Chk

SCALE IN FEET
40 20 0 40 80 120

APPROVED
CITY OF ARVADA, COLORADO
BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10
CITY ENGINEER

Review if for general compliance with the City of Arvada "Engineering Code of Standards", 2022 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.

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Ex Cond.dwg
Scale	As Shown

Sheet: Of
3 15

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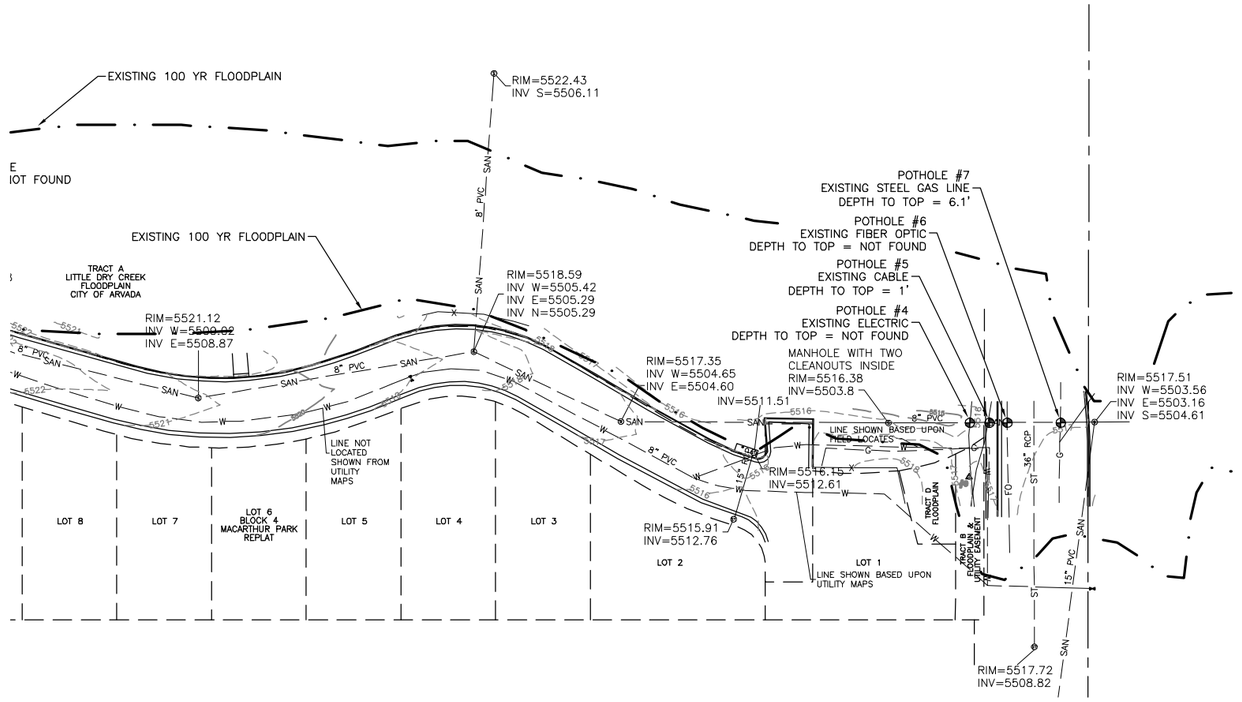

Customer: J&T Consulting
Project: 81st & Kipling
Date: 10-07-2022

PH #	Pothole Excavation Date	Utility Owner	Utility	Utility Size (in.)	Utility Material	Surface Material	Pavement Depth (in.)	Location	Depth from Ground to Top (ft.)	Comments
1	-	City of Arvada	irrigation	-	-	grass	-	In park W of 81st Dr	DNPH	City Parks and Rec locator said they were unable to accurately locate these lines so we did not attempt to pothole them. Okayed by engineer
2	-	City of Arvada	irrigation	-	-	grass	-	In park W of 81st Dr	DNPH	City Parks and Rec locator said they were unable to accurately locate these lines so we did not attempt to pothole them. Okayed by engineer
3	09/19/22	City of Arvada	water	-	-	asphalt	6"	W 81st & Kline	DNF	Cleared down 10', probed 11' and hit ground water. Did not find.
4	09/20/22	??	electric	-	-	dirt	-	Kipling St	DNF	No locates. Plugged on and located with our own equipment and located in same spot and depth as PH 5 but did not find. Same hole as PH 5
4A	10/03/22	Xcel	electric	-	-	dirt	-	Kipling St	DNF	Cleared down on locates 5' by 3', probed 10' but did not find
5	09/20/22	Comcast	fiber	2"	poly	dirt	-	Kipling St	1.0'	
5A	09/20/22	??	fiber	-	-	dirt	-	Kipling St	DNF	No locates. Located out of manhole to the N at 12'. Cleared down 5' by 3', probed 8' but could not go further due to large rocks. Did not find
6	09/19/22	Century Link	fiber	-	-	asphalt	5"	Kipling St	DNF	Cleared down 5' by 3', probed 10' but did not find
7	10/03/22	Xcel	gas	4"	steel	asphalt	10"	Kipling St	6.1'	

Colorado Utility Finders
PO Box 7506
Loveland, CO 80537
Phone: (303) 817-3386
Email: info@coloradoutilityfinders.com

40 20 0 40 80 120
SCALE IN FEET

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BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10
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Fort Lupton, CO 80621
Ph: 303-857-6222 Fax: 303-857-6224
www.j-tconsulting.com

81st & Kipling Sanitary Sewer Improvements

Existing Conditions And Pothole Location

City Of Arvada

22-SR-10

REVISIONS

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Sheet: 4 Of 15

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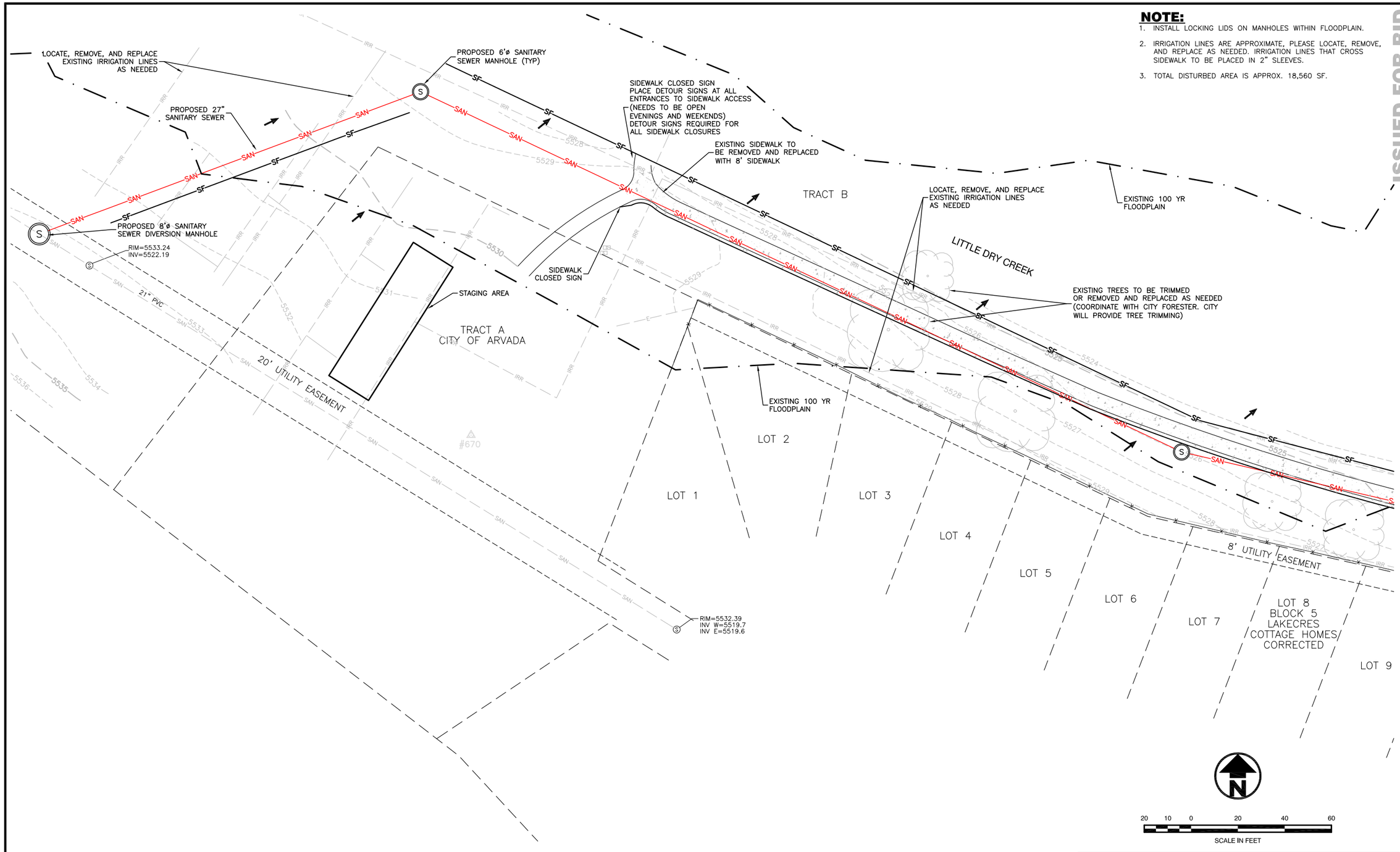

NOTE:

1. INSTALL LOCKING LIDS ON MANHOLES WITHIN FLOODPLAIN.
2. IRRIGATION LINES ARE APPROXIMATE, PLEASE LOCATE, REMOVE, AND REPLACE AS NEEDED. IRRIGATION LINES THAT CROSS SIDEWALK TO BE PLACED IN 2" SLEEVES.
3. TOTAL DISTURBED AREA IS APPROX. 18,560 SF.

20 10 0 20 40 60

SCALE IN FEET

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81st & Kipling Sanitary Sewer Improvements

Site And Erosion Control Plan

City Of Arvada

22-SR-10

REVISIONS

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3. TOTAL DISTURBED AREA IS APPROX. 18,560 SF.
4. ALL LANDSCAPING EAST OF 81ST AND KLINE TO BE NATIVE SEED.

EXISTING TREES TO BE TRIMMED OR REMOVED AND REPLACED AS NEEDED (COORDINATE WITH CITY FORESTER. CITY WILL PROVIDE TREE TRIMMING)

TRACT B

EXISTING SIDEWALK TO BE REMOVED AND REPLACED WITH 8' SIDEWALK

LITTLE DRY CREEK

PROPOSED 6'ø SANITARY SEWER MANHOLE (TYP)

LOCATE, REMOVE, AND REPLACE EXISTING IRRIGATION LINES AS NEEDED

PROPOSED 27" SANITARY SEWER

EXISTING 100 YR FLOODPLAIN

LOT 9 | LOT 10 | LOT 11 | LOT 12 | LOT 13 | LOT 14 | LOT 15

JUNIPER TREE TO BE REMOVED AND REPLACED WITH SHRUBS AS ADVISED BY PARKS

CONSTRUCTION ACCESS

KLINE STREET

EXISTING LANDSCAPE TO BE REMOVED AND REPLACED AS ADVISED BY PARKS

SIDEWALK CLOSED SIGN
ADD DETOUR SIGNS

INV=5517.73

18" RCP

BOX CULVERT

POTENTIAL AREA FOR WATER LOWERING

EXISTING LANDSCAPE TO BE REMOVED AND REPLACED AS ADVISED BY PARKS

13.5'

8" PVC

LITTLE DRY CREEK

EXISTING CURB, GUTTER, AND SIDEWALK TO BE REMOVED AND REPLACED AS NEEDED
REPLACE ADA RAMP
CDOT M-608-1 STANDARD

6' UTILITY EASEMENT

RIM=5525.47
INV=5519.82

W 81ST AVENUE

15" RCP

POTENTIAL AREA FOR WATER LOWERING

INV=5519.93

RIM=5525.34
INV=5521.59

TRACT C
UNKNOWN OWNERSHIP

EXISTING CURB AND GUTTER TO BE REMOVED AND REPLACED AS NEEDED

TRACT A
LITTLE DRY CREEK FLOODPLAIN
CITY OF ARVADA

CITY OF ARVADA
BM #433
EL=5526.47

#6

REMOVE AND REPLACE CONCRETE PAN/APRON TO THE NEAREST JOINT
REMOVE AND REPLACE ADA RAMP

INV=5521.08

LOT 1
BLOCK 6

13.5'

RIM=5522.88
LID STUCK

6.2'

8" PVC

EXISTING FLOODPLAIN

8' UTILITY EASEMENT

W 81ST DRIVE

LOT 10 | LOT 9 | LOT 8

N

20 10 0 20 40 60

SCALE IN FEET

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BY: Jacqueline K Rhoades
CITY ENGINEER

DATE: 10/21/2022

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81st & Kipling Sanitary Sewer Improvements

Site And Erosion Control Plan

City Of Arvada

22-SR-10

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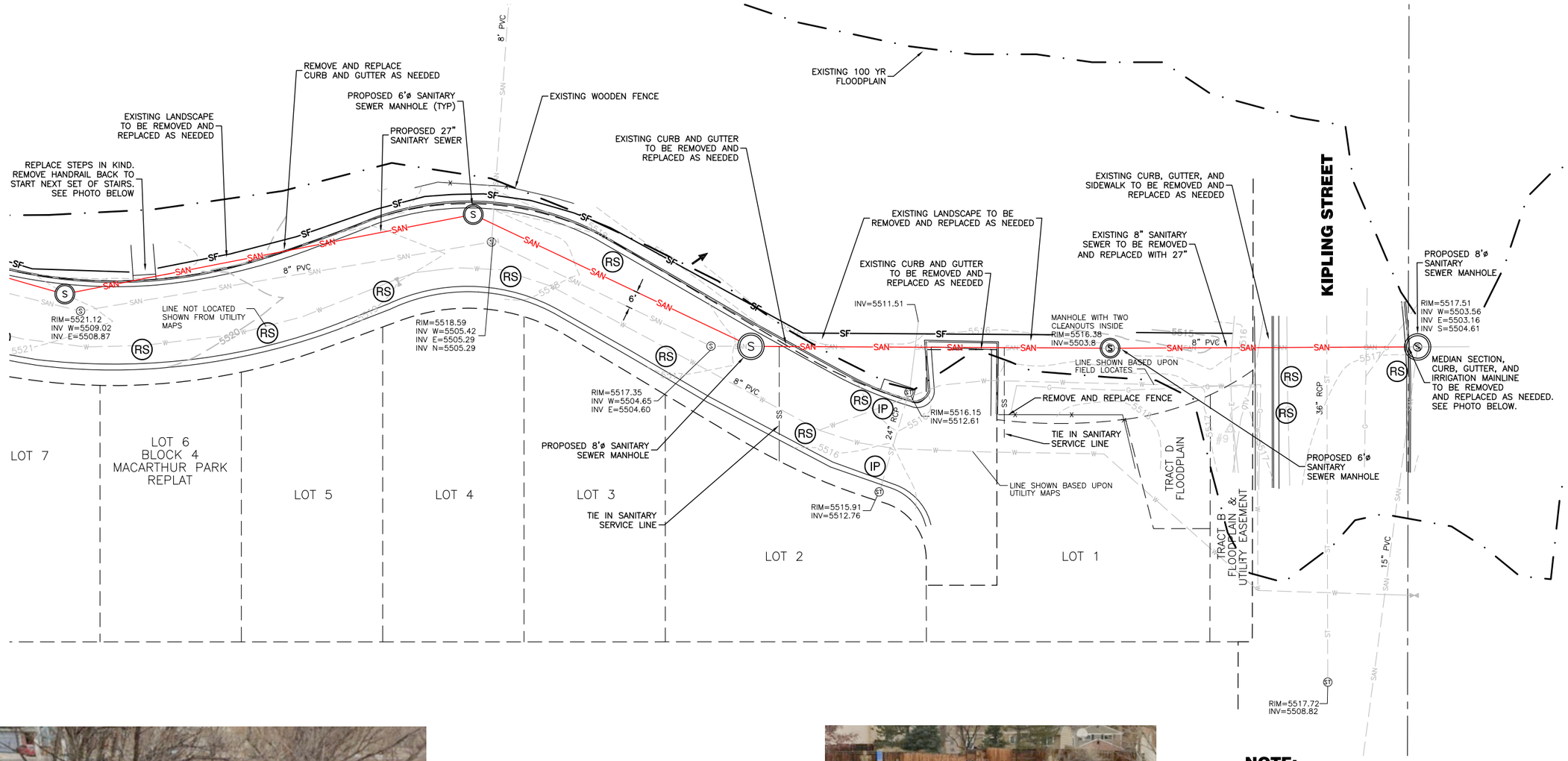
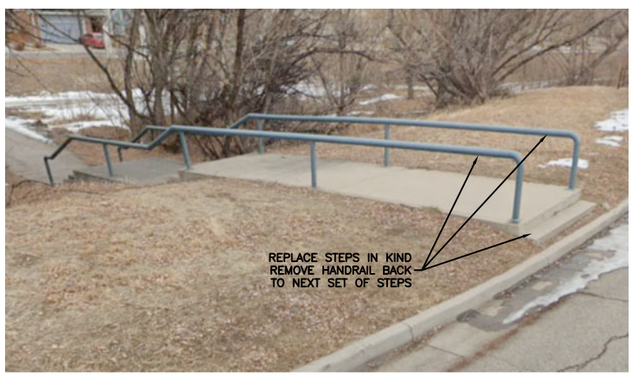
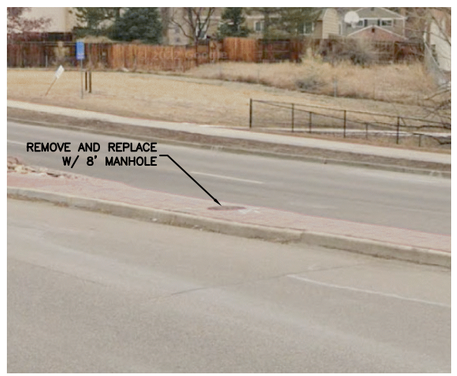




EXISTING STEPS



EXISTING MEDIAN AND MANHOLE KIPLING TIE IN

NOTE:

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3. TOTAL DISTURBED AREA IS APPROX. 18,560 SF.
4. ALL LANDSCAPING EAST OF 81ST AND KLINE TO BE NATIVE SEED.
5. SANITARY SERVICE LINES ARE NOT TO BE INTERRUPTED FOR MORE THAN A FEW HOURS AT A TIME.

N

20 10 0 20 40 60

SCALE IN FEET

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CITY OF ARVADA, COLORADO

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81st & Kipling Sanitary Sewer Improvements

Site And Erosion Control Plan

City Of Arvada **22-SR-10**

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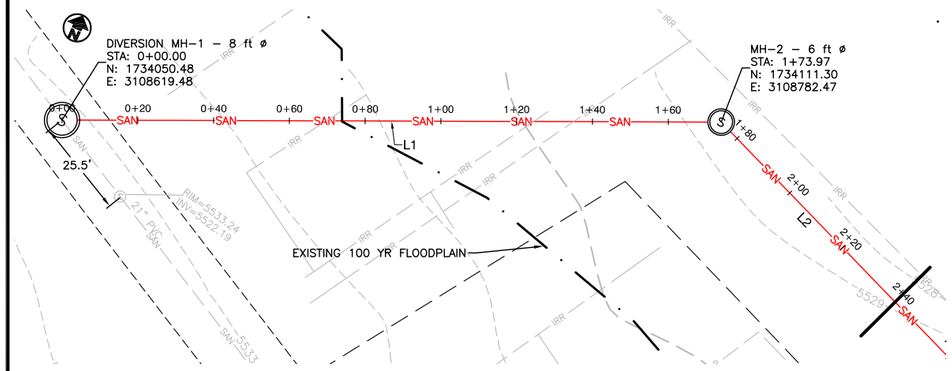
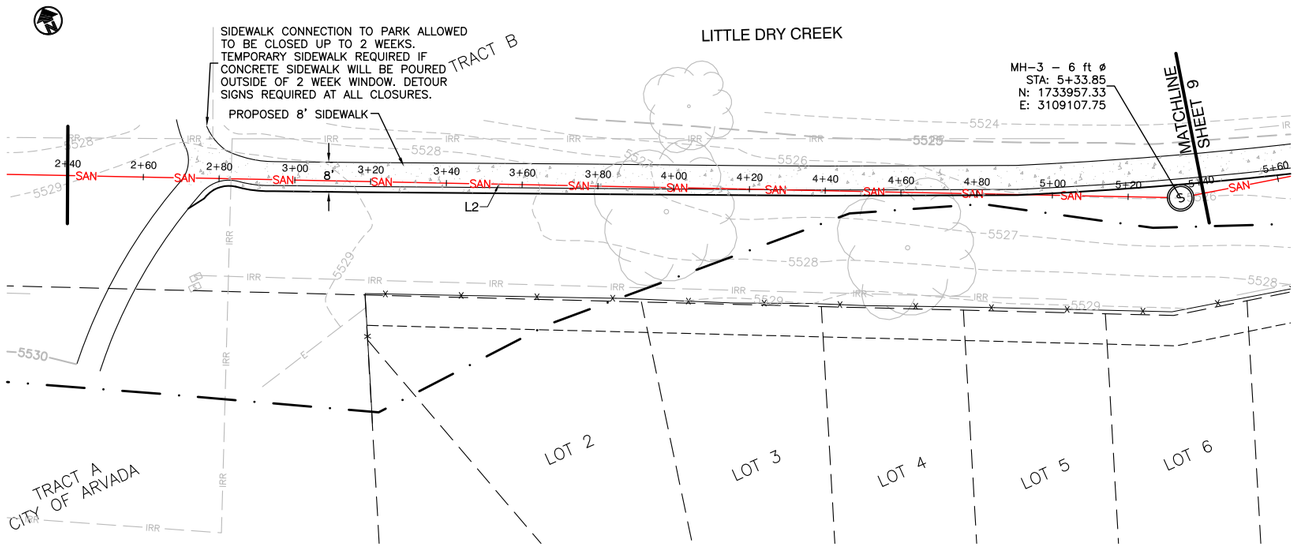
Sheet: 7 Of: 15

P:\22005 Arvada 81st Kipling Interception\Drawings\Plan Sheets\JT-Site.dwg, 7 Site and Erosion Control Plan, 10/17/2022 1:25:02 PM



Line Table				
Line #	Length	Direction	Start Line	End Line
L1	173.97	N69° 32' 14.55"E	N: 1734050.48 E: 3108619.48	N: 1734111.30 E: 3108782.47
L2	359.89	S64° 40' 11.90"E	N: 1734111.30 E: 3108782.47	N: 1733957.33 E: 3109107.75



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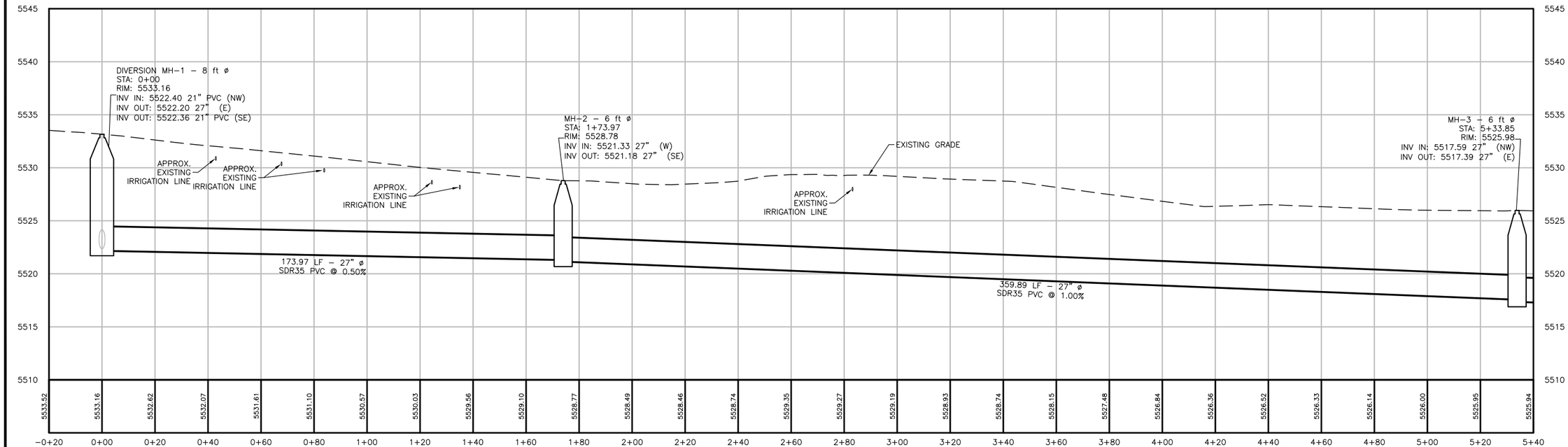

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81st & Kipling Sanitary Sewer Improvements

Sanitary Sewer Plan & Profile
Sta 0+00 To 5+40

City Of Arvada

22-SR-10

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Sheet: 8 Of: 15

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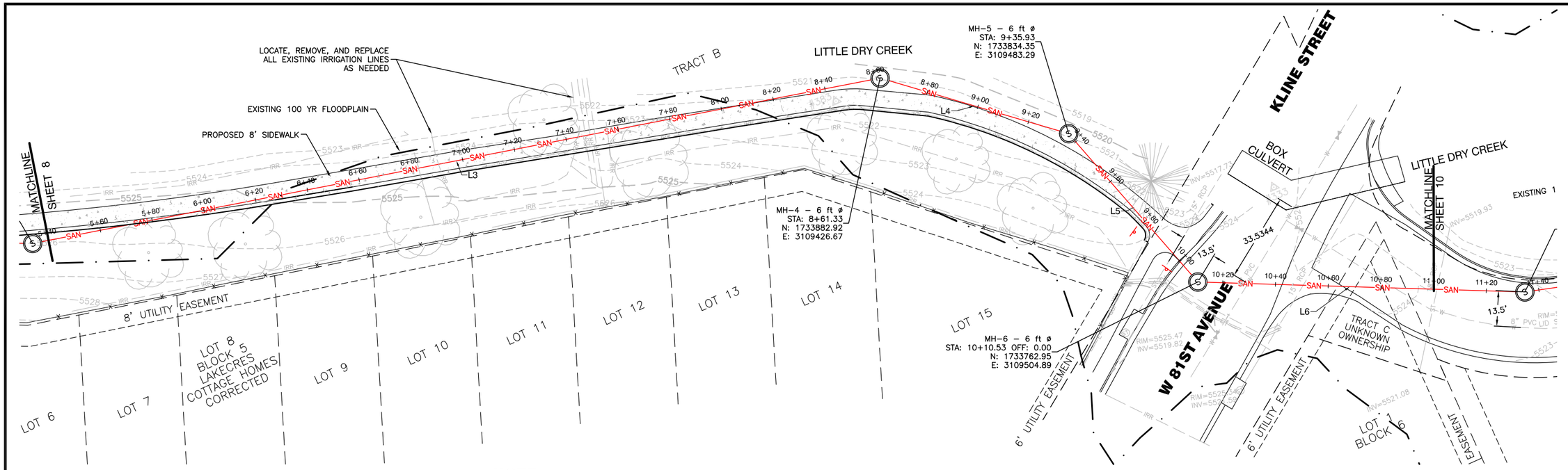

Line Table

Line #	Length	Direction	Start Line	End Line
L2	359.89	S64° 40' 11.90"E	N: 1734111.30 E: 3108782.47	N: 1733957.33 E: 3109107.75
L3	327.48	S76° 52' 04.85"E	N: 1733957.33 E: 3109107.75	N: 1733882.92 E: 3109426.67
L4	74.59	S49° 22' 25.96"E	N: 1733882.92 E: 3109426.67	N: 1733834.35 E: 3109483.29
L5	74.60	S16° 49' 52.25"E	N: 1733834.35 E: 3109483.29	N: 1733762.95 E: 3109504.89
L6	124.10	S64° 04' 07.83"E	N: 1733762.95 E: 3109504.89	N: 1733708.68 E: 3109616.50

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20 10 0 20 40 60
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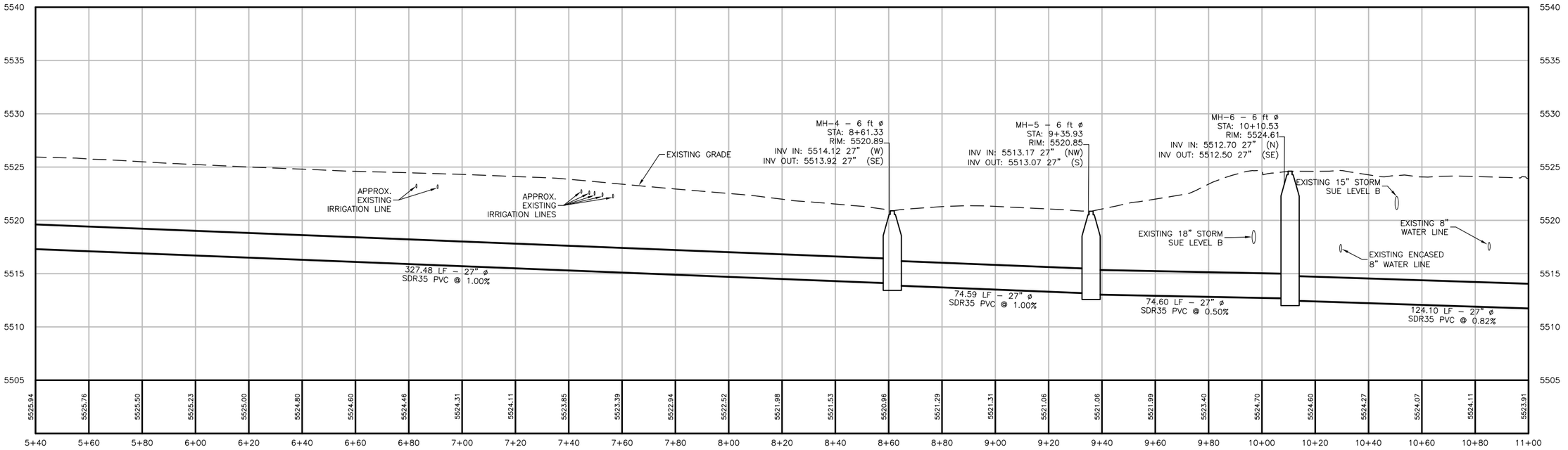

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City Of Arvada

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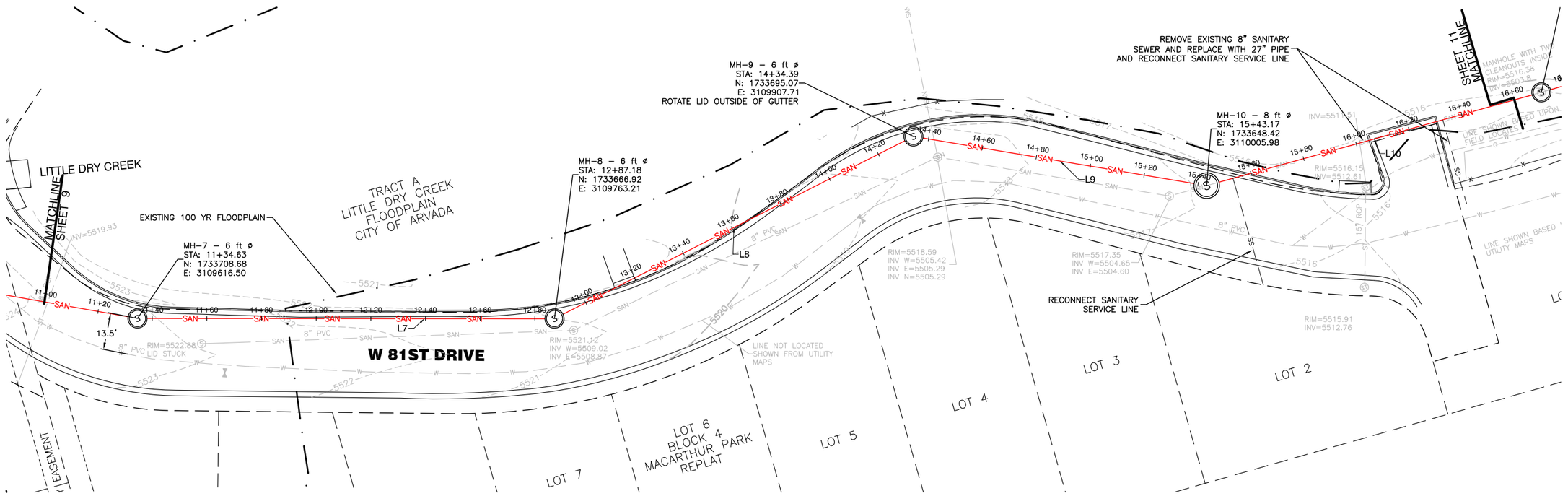

Line Table				
Line #	Length	Direction	Start Line	End Line
L7	152.54	S74° 06' 52.68"E	N: 1733708.68 E: 3109616.50	N: 1733666.92 E: 3109763.21
L8	147.22	N78° 58' 44.85"E	N: 1733666.92 E: 3109763.21	N: 1733695.07 E: 3109907.71
L9	108.78	S64° 36' 18.32"E	N: 1733695.07 E: 3109907.71	N: 1733648.42 E: 3110005.98
L10	127.09	S89° 42' 13.35"E	N: 1733648.42 E: 3110005.98	N: 1733647.76 E: 3110133.07
L11	108.80	N89° 45' 45.95"E	N: 1733647.76 E: 3110133.07	N: 1733648.21 E: 3110241.88

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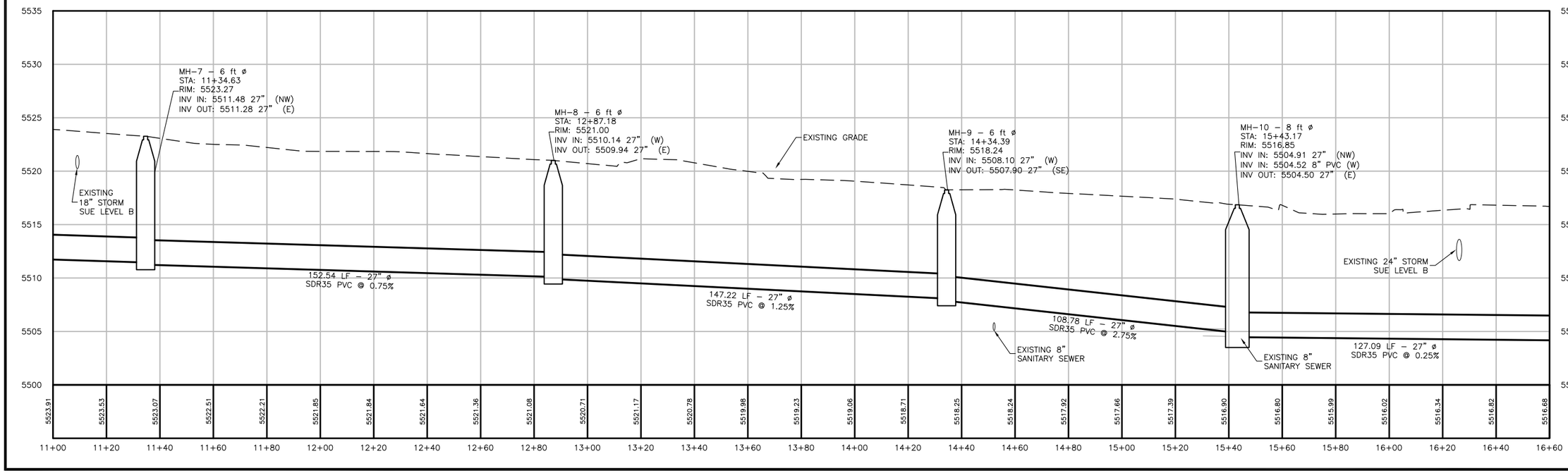

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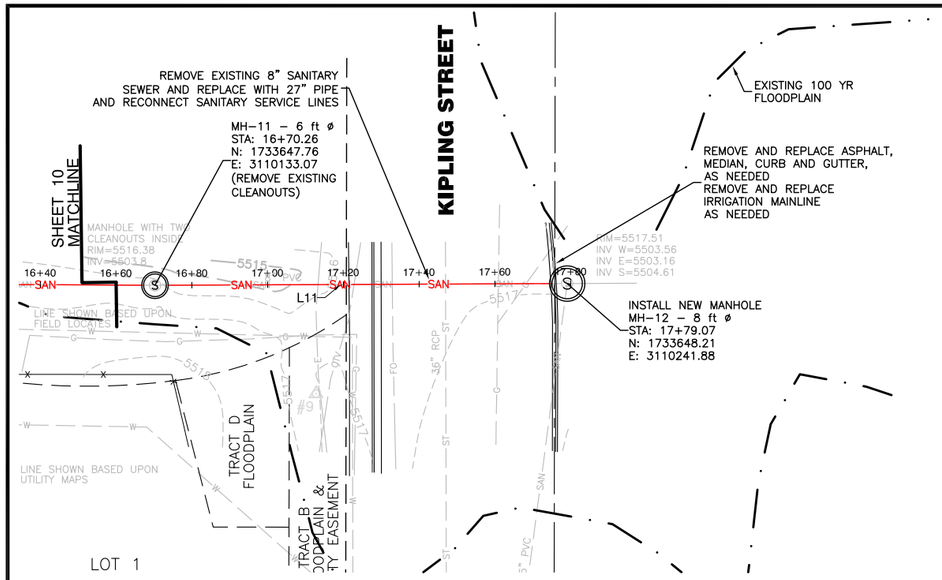

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Line #	Length	Direction	Start Line	End Line
L11	108.80	N89° 45' 45.95"E	N: 1733647.76 E: 3110133.07	N: 1733648.21 E: 3110241.88

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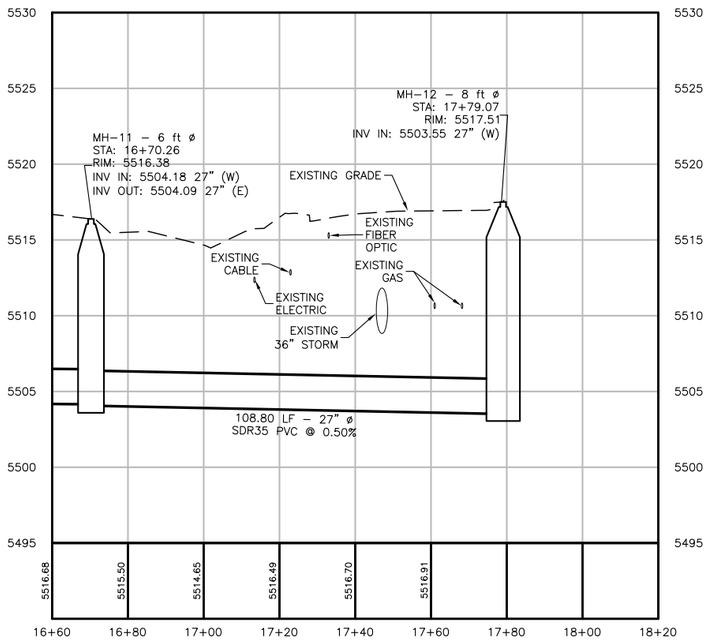
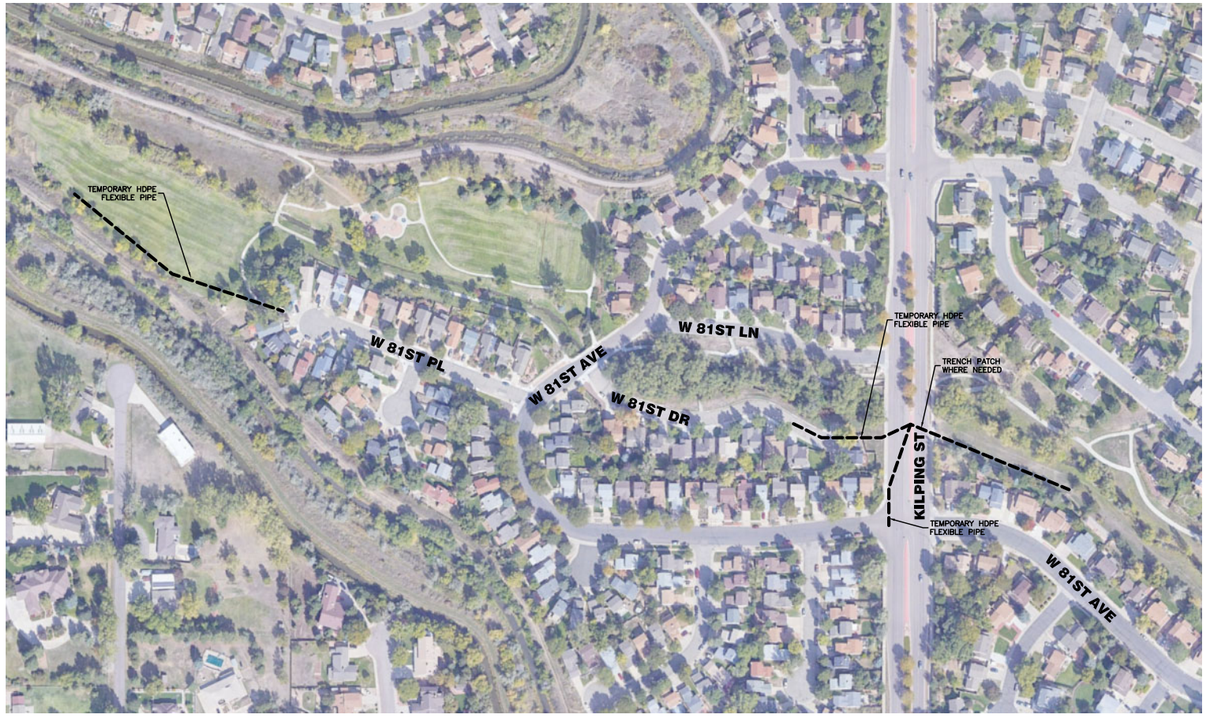
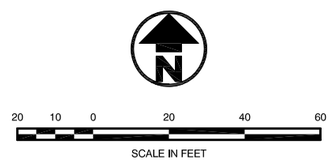




SANITARY BYPASS PLAN OPTION

SCALE 1" = 100'

SEE TEMPORARY BYPASS PUMPING SPECIFICATION FOR MORE DETAILS



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BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10

CITY ENGINEER

Review if for general compliance with the City of Arvada "Engineering Code of Standards", 2022 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.

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81st & Kipling Sanitary Sewer Improvements

Sanitary Sewer Plan & Profile
Sta 16+60 TO 18+02.94

City Of Arvada **22-SR-10**

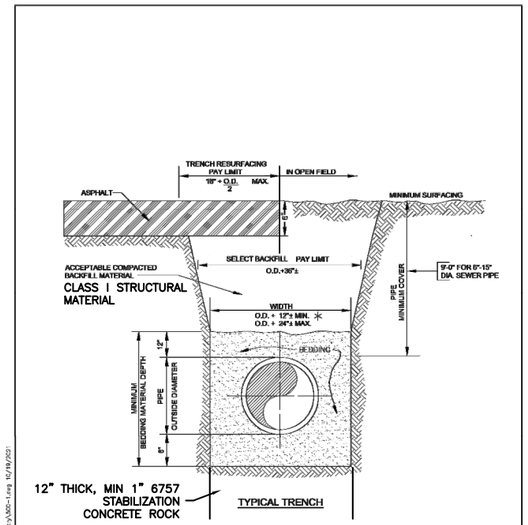
REVISIONS

No	Description	Date	By	Chk

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-San P&P.dwg
Scale	As Shown

Sheet: 11 Of: 15

P:\22005 Arvada 81st Kipling Interceptor\Drawings\Plan Sheets\JT-San P&P.dwg, 11 Sanitary Sewer Plan & Profile Sta 16+60 TO 18+02.94, 10/18/2022 1:59:43 PM



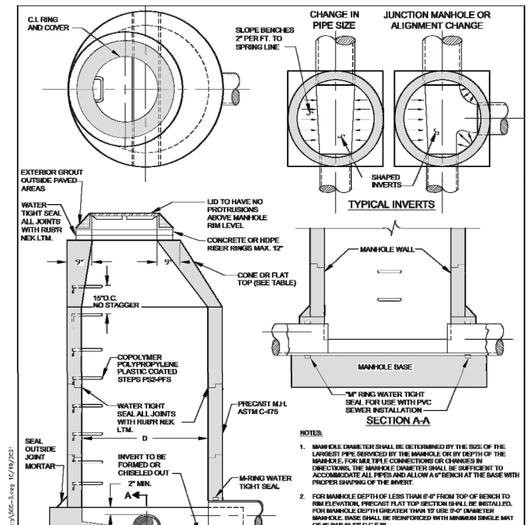
NO	DATE	REVISION

CITY OF ARVADA
8101 Ralston Road
Arvada, Colorado 80002

PIPE BEDDING AND BACKFILL LIMITS SEWER MAINS

2022 ENGINEERING STANDARDS & SPECIFICATIONS

500-1



NOTES:

1. MANHOLE DIAMETER SHALL BE DETERMINED BY THE SIZE OF THE LARGEST PIPE SERVICED BY THE MANHOLE OR BY DEPTH OF THE MANHOLE. FOR MULTIPLE CONNECTORS OR CHANGES IN DIRECTIONS, THE MANHOLE DIAMETER SHALL BE SUFFICIENT TO ACCOMMODATE ALL PIPES AND ALLOW A 0" BENCH AT THE BASE WITH PROPER SHAPING OF THE INVERT.
2. FOR MANHOLE DEPTH OF LESS THAN 6'-0" FROM TOP OF BENCH TO RIM ELEVATION, PRECAST FLAT TOP SECTION SHALL BE INSTALLED. FOR MANHOLE DEPTH GREATER THAN 12' USE 5'-0" DIAMETER MANHOLE. BASE SHALL BE REINFORCED WITH MINIMUM SINGLE MAT OF #5 BAR @ 12" O.C.E.W.
3. SPECIAL OR NON-STANDARD MANHOLE DESIGNS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. ALL METAL BEARING SURFACES BETWEEN FRAME AND COVER WHERE SUBJECT TO TRAFFIC SHALL BE FABRICATED TO INSURE GOOD SEATING.

"D" TABLE

PIPE SIZE	D	NORMAL TOP OF SECTION
18" & SMALLER	4'-0"	ECCENTRIC CONE
18" & LARGER	5'-0"	ECCENTRIC CONE

* LESS THAN 18" DEEP, 6'-0" OVER 18" DEEP

NO	DATE	REVISION

CITY OF ARVADA
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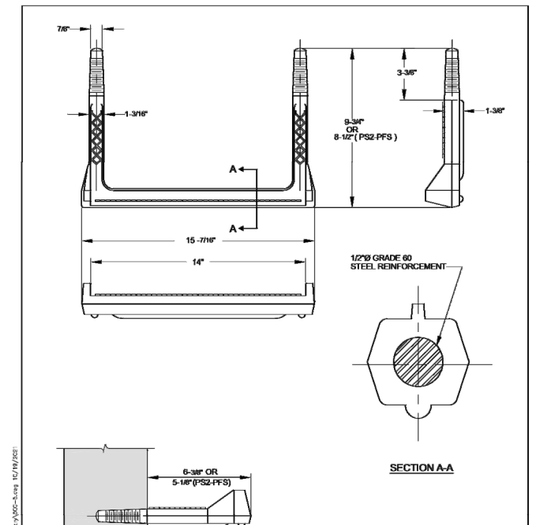
TYPICAL MANHOLE

2022 ENGINEERING STANDARDS & SPECIFICATIONS

500-3



NOTES:

1. AS MANUFACTURED BY M.A. INDUSTRIES. PART NO. PS2-PF OR PS2-PFS.
2. CAPACITY 2,500 LBS. WITH STEP EXTENDED 6-3/8" FROM WALL.
3. MATERIAL COPOLYMER POLYPROPYLENE PLASTIC, WITH 1/2"Ø GRADE 60 STEEL REINFORCEMENT.

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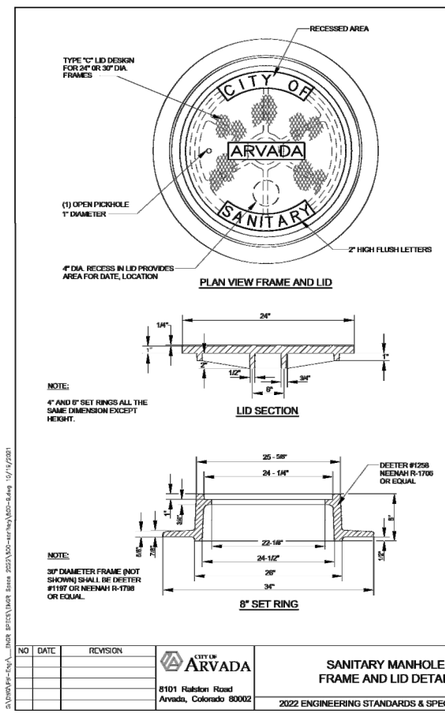
MANHOLE STEP

2022 ENGINEERING STANDARDS & SPECIFICATIONS

500-5



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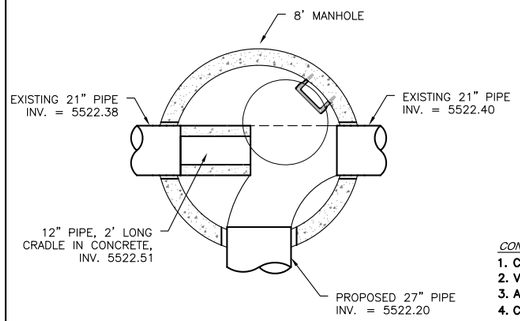
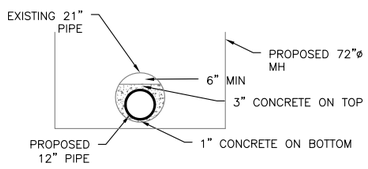
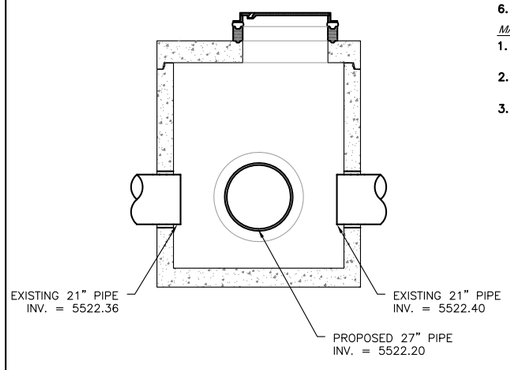
SANITARY MANHOLE FRAME AND LID DETAIL

2022 ENGINEERING STANDARDS & SPECIFICATIONS

500-9







DIVERSION MANHOLE DETAIL

N.T.S.

CONSTRUCTION NOTES :

1. CONTRACTOR TO VERIFY VERTICAL DIMENSIONS OF ALL PRECAST PIECES IN FIELD.
2. VERIFY SUBBASE ELEVATION BEFORE PLACING PRECAST COMPONENTS OR BACKFILLING.
3. APPLY BUTYL MASTIC AND/OR GROUT TO SEAL JOINTS OF STRUCTURE.
4. CONTRACTOR TO GROUT ALL PIPE PENETRATIONS IN FIELD AS NECESSARY.
5. CONTRACTOR TO ADJUST FRAME/COVER ELEVATION IN FIELD AS NECESSARY.
6. ALL INTERNAL COMPONENTS INSTALLED BY MANUFACTURER.

MATERIALS :

1. PRECAST MATERIALS AND MANUFACTURING METHODS SHALL CONFORM TO ASTM C-857 & C-478.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH F'c = 3,000-PSI AT 28-DAYS.
3. THE PORTLAND CEMENT USED IN THE PRECAST SECTION SHALL MEET THE REQUIREMENTS OF TYPE II/V HIGH SULFATE RESISTANT CEMENT IN ACCORDANCE WITH ASTM CLASS M C-150.

APPROVED

CITY OF ARVADA, COLORADO

BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10

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81st & Kipling Sanitary Sewer Improvements

Sanitary Sewer Details

City Of Arvada

22-SR-10

REVISIONS

No	Description	Date	By	Chk

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-San details.dwg
Scale	As Shown

Sheet: 12 Of: 15

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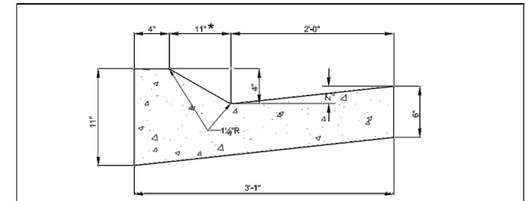
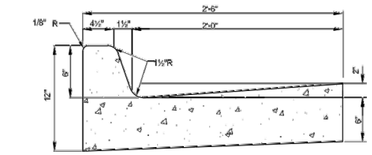
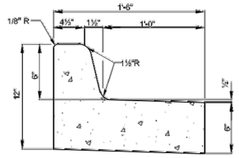


MOUNTABLE CURB & GUTTER, MG



6" VERTICAL CURB & 2' GUTTER, CG



6" VERTICAL CURB & 1' SPILL PAN, CP

NOTE:

1. ALL CONCRETE TO BE 4500 PSI PER SECTION 822.00 OF CITY STANDARDS.
2. SUBGRADE TO BE COMPACTED PER SECTION 331.01.
3. TRANSITION BETWEEN CURB & GUTTER TYPES SHALL BE DONE OVER A 10 FOOT MINIMUM LENGTH.
4. GUTTER CROSS SLOPES SHALL BE 1/2" PER FOOT WHEN DRAINING AWAY (SPILL) FROM THE CURB AND 1" PER FOOT WHEN DRAINING TOWARDS (CATCH) THE CURB.

* MAY BE REDUCED TO 7" IN RETROFIT CONDITIONS , AS APPROVED BY THE PROJECT ENGINEER.

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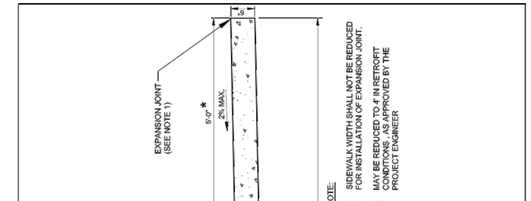
MOUNTABLE AND VERTICAL CURB AND GUTTER SECTIONS

2022 ENGINEERING STANDARDS & SPECIFICATIONS

800-1



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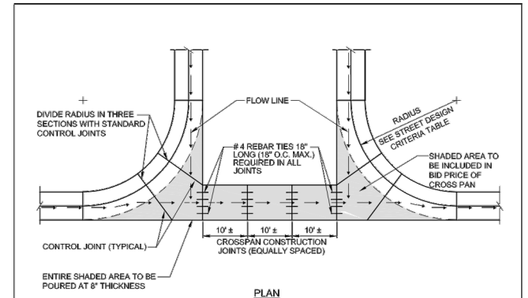
VERTICAL CURB, GUTTER AND SIDEWALK SECTIONS AND CURB CUT SECTIONS

2022 ENGINEERING STANDARDS & SPECIFICATIONS

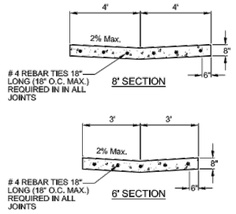
800-3



PLAN

NOTE:

1. REBAR SHALL BE CENTERED FROM TOP AND BOTTOM.
2. 3.5 LBS/CY FIBERMESH REQUIRED IN ALL CONCRETE FOR CROSSPANS.
3. SUBGRADE 6" MIN. OF AGGREGATE BASE COVER TO BE COMPACTED TO section 331.01.
4. REMOVE CROSSPAN FROM EXISTING CONTROL JOINT FOR ALL PIPELINE AND UTILITY CROSSINGS UNDER CROSSPANS.
5. ALL REBAR SHALL BE EPOXY COATED, SECURED IN PLACE WITH 2 PART EPOXY PER MANUFACTURERS INSTALLATION INSTRUCTIONS.



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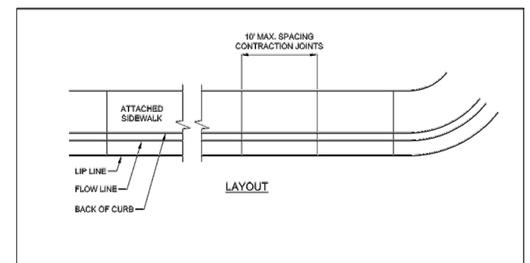
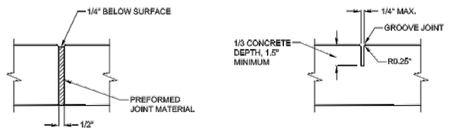
CROSSPAN

2022 ENGINEERING STANDARDS & SPECIFICATIONS

800-4

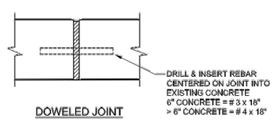


LAYOUT



EXPANSION JOINT

CONTRACTION JOINT



DOWELED JOINT

NOTE:

1. EXPANSION JOINT MATERIAL SHALL BE NON-EXTRUDING AND RESILIENT TYPE TO MEET AASHTO SPEC. M-213.
2. WHEN DETACHED SIDEWALKS ARE INSTALLED JOINT SPACING SHALL MATCH SIDEWALK WIDTH (5'MIN.).

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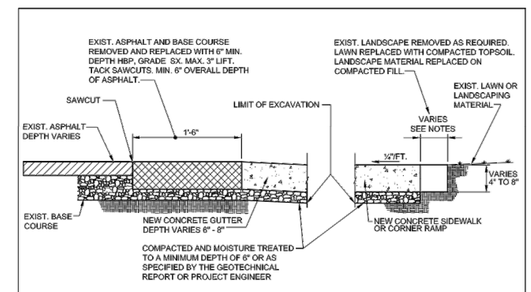
JOINT DETAILS

2022 ENGINEERING STANDARDS & SPECIFICATIONS

800-9



SECTION WHERE CONCRETE ADJOINS ASPHALT

SECTION WHERE CONCRETE ADJOINS LANDSCAPING

NOTES:

1. PAY ITEM(S) FOR CONCRETE REPLACEMENT SHALL INCLUDE REMOVAL OF EXISTING CONCRETE AND ALL WORK SHOWN AS NOTED ON STANDARD DETAIL.
2. REPLACEMENT SHALL MEET STREET GRADE, STREET CROSS SLOPE AND DRIVEWAY GRADE. REPLACEMENT SECTION AND ADJOINING 10' SECTIONS SHALL DRAIN. CONTRACTOR SHALL CHECK FORMS FOR STREET MATCH AND DRAINAGE PRIOR TO CONCRETE PLACEMENT. CITY SHALL BE NOTIFIED OF DISCREPANCIES PRIOR TO CONCRETE PLACEMENT.
3. MINIMUM 5 FT. LENGTH FROM EXISTING CONTROL JOINT SHALL BE REMOVED FOR ALL PIPELINE AND UTILITY CROSSINGS UNDER CONCRETE.
4. PATCHING ADJACENT TO NEW CONCRETE SHALL NOT TAKE PLACE UNTIL THE CONCRETE ATTAINS A MINIMUM OF 3000 PSI.

LANDSCAPE NOTES:

1. LAWN STRIPS REMOVED FOR FORMS SHALL BE REPLACED WITH SOD WHEN THE STRIP IS WIDER THAN 6".
2. SPRINKLER SYSTEMS AND LANDSCAPING SHALL BE SHIFTED OR REMOVED AND REPLACED AS NECESSARY FOR FORMS AND CONCRETE REPLACEMENT.

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CONCRETE REPLACEMENT DETAILS

2022 ENGINEERING STANDARDS & SPECIFICATIONS

800-10

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CITY OF ARVADA, COLORADO

BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10

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81st & Kipling Sanitary Sewer Improvements

Details

City Of Arvada **22-SR-10**

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Sheet: 13 Of 15

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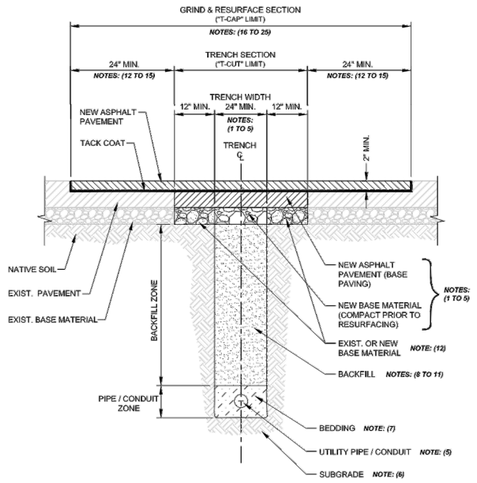
MEDIAN COLORED CONCRETE

2022 ENGINEERING STANDARDS & SPECIFICATIONS

800-17



SEE STANDARD DETAIL 900-2 FOR EXAMPLES OF GRIND AND RESURFACE T-CAP LIMITS

SEE STANDARD DETAILS 900-3 & 900-4 FOR T-TRENCH AND ASPHALT RESTORATION NOTES

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CITY OF ARVADA
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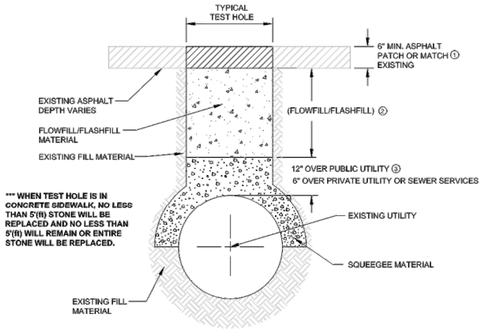
TYPICAL T-TRENCH AND ASPHALT RESTORATION

2022 ENGINEERING STANDARDS & SPECIFICATIONS

900-1



TYPICAL TEST HOLE RESTORATION

NOTES:

① THE VOID THAT IS CREATED SHALL BE FILLED WITH TWO (2) OR THREE (3) LIFTS OF "SX" BITUMINOUS ASPHALTIC SURFACING MATERIAL TOTALING SIX (6) INCHES IN DEPTH OR MATCH EXISTING ASPHALT DEPTH, WHICHEVER IS GREATER. LIFTS SHALL BE COMPACTED AND TACKED PER CITY OF ARVADA STANDARDS AND SPECIFICATIONS. A POGO STICK MUST BE USED ON LOWER LIFTS OF ASPHALT UNTIL PROPER COMPACTION IS ACHIEVED. TOP LIFT SHALL BE FLAT COMPACTION FOR A SMOOTH FINISH. HOT MIX SHALL BE USED UNLESS OTHERWISE APPROVED BY THE CITY INSPECTOR.

② FLOWABLE FILL WILL BE USED FOR THE FULL DEPTH OF ALL TEST HOLES WITHIN EXISTING STREETS, PER CITY OF ARVADA STANDARDS AND SPECIFICATIONS. ASPHALT SHALL NOT BE PLACED UNTIL THE FLOWABLE BACKFILL HAS LOST SUFFICIENT MOISTURE AND FILLED COMPLETELY AT ONE TIME.

③ SQUEEGEE BEDDING SHALL BE CONSOLIDATED BY TAMPING, VIBRATING OR A COMBINATION THEREOF, TO 70% RELATIVE DENSITY AS DETERMINED BY ASTM D200. FOR RESTORATION ON 27"(in) OR LARGER RCP PIPE, FLOWABLE FILL SHALL BE USED IN PLACE OF SQUEEGEE.

4. RESTORATION WORK SHALL BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS AFTER FLOWFILL/FLASHFILL IS COMPLETE, WEATHER PERMITTING.

5. FOR EXISTING ASPHALT ROADWAY THAT IS 5 YEARS OR NEWER RESTORATION SHALL FOLLOW STANDARD DRAWING 900-1 THROUGH 900-4.

NO	DATE	REVISION

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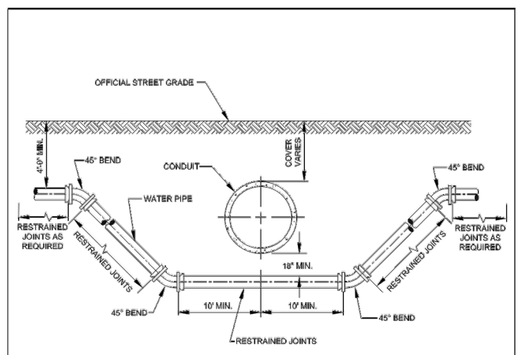
TYPICAL TEST HOLE RESTORATION

2022 ENGINEERING STANDARDS & SPECIFICATIONS

900-5



NOTES:

1. LENGTH OF EXTENSION OF PIPE AND RESTRAINED JOINTS SHALL BE IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.
2. CATHODIC PROTECTION SHALL BE AS REQUIRED IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.
3. A BORED CROSSING MAY BE REQUIRED BY THE CITY ENGINEER.
4. CONDUIT CROSSING SHALL MEET REQUIREMENT FOR CROSS-CONTAMINATION PROTECTION AS NEEDED PER SECTION NO. 400. WHERE WATER LINE IS LESS THAN THREE FEET FROM POTENTIAL ATMOSPHERIC TEMPERATURES, SUCH AS IN STORM WATER, WATER LINE SHALL BE INSULATED FROM CONDUIT.
5. PIPE SHALL BE CENTERED AT CROSSING IN BOTH DIRECTIONS.

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OPEN CUT CROSSING BENEATH CONDUIT

2022 ENGINEERING STANDARDS & SPECIFICATIONS

400-13

APPROVED

CITY OF ARVADA, COLORADO

BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10

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Sheet: 14 Of 15

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BMP LEGEND

SHT. NO.

SW-2		RS	ROCK SOCK
SW-3	—x—x—	SF	SILT FENCE
SW-4		SCL	SEDIMENT CONTROL LOG
SW-5		VTC	VEHICLE TRACKING CONTROL
SW-6		CWA	CONCRETE WASHOUT AREA
SW-7		SSA	STABILIZED STAGING AREA
SW-8, 8a		ECB	EROSION CONTROL BLANKET
SW-9, 9a, 9b		IP	INLET PROTECTION
SW-10		SP	ON STREET STOCKPILE PROTECTION
		LOC	LIMITS OF CONSTRUCTION
SW-11		SL	SINGLE LOT
SW-12		TSA	TEMPORARY STAGING AREA

NO	DWN	DATE	REVISION
1	KSC	6/12/15	LEGEND MODIFICATIONS

ARVADA

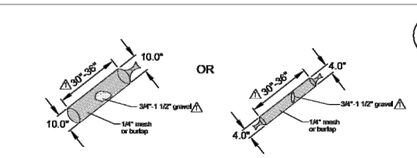
BMP LEGEND

APPROVED:

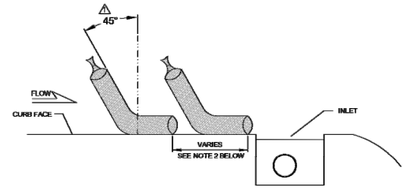
DATE: 6-2015 | SCALE: NTS | DWN: RGN

PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

SW-1



DETAIL 1



DETAIL 2

NOTES:

1) ROCK SOCKS WILL BE USED UPGRADE OF INLET PERPENDICULAR WITH CURB.

2) PLACEMENT AND NUMBER OF ROCK SOCKS VARIES FOR DIFFERENT APPLICATIONS.

3) INCLINE AT 45 DEGREES FROM PERPENDICULAR, OPPOSITE THE DIRECTION OF FLOW (SEE DETAIL 2).

4) EROSION CONTROL MEASURES SHALL BE MAINTAINED AND FUNCTIONING AS DESIGNED AT ALL TIMES AND AS DIRECTED BY THE CITY OF ARVADA INSPECTOR.

5) ROCK SOCKS CAN BE USED IN LIEU OF INLET PROTECTION FOR UTILITY PROJECTS AND AS DIRECTED BY THE CITY OF ARVADA INSPECTOR

6) ROCK SOCKS USED IN CONJUNCTION WITH STOCKPILE PROTECTION INSTALLATION DETAIL WILL VARY IN LENGTH

* THIS DETAIL MAY BE MODIFIED UPON APPROVAL BY THE CITY OF ARVADA PROJECT ENGINEER OR BY THE CITY OF ARVADA INSPECTOR.*

NO	DWN	DATE	REVISION
1	K.S.C.	6/05/15	DETAIL TITLE, NOTES, MISC.

ARVADA

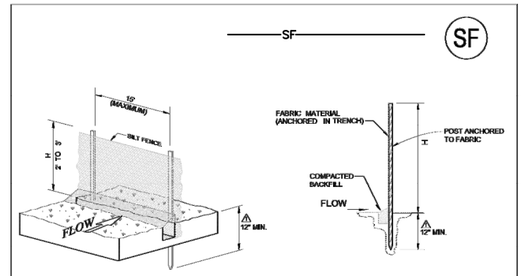
ROCK SOCK

APPROVED:

DATE: 6-2015 | SCALE: NTS | DWN: RGN

PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

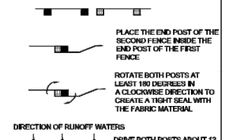
SW-2



SILT FENCE INSTALLATION

NOTES:

1. SILT FENCE SHALL BE CONSTRUCTED BEFORE ANY UPSLOPE OR LAND DISTURBANCE BEGINS.
2. ALL SILT FENCE SHALL BE PLACED AS CLOSE TO THE CONTOUR AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE, AND SO THAT SMALL SWALES OR DEPRESSIONS WHICH MAY CARRY SMALL CONCENTRATED FLOWS TO THE SILT FENCE ARE DISSIPATED ALONG ITS LENGTH.
3. TO PREVENT WATER PONDED BY THE SILT FENCE FROM FLOWING AROUND THE ENDS, EACH END SHALL BE CONSTRUCTED UPSLOPE SO THAT THE ENDS ARE AT A HIGHER ELEVATION.
4. WHERE POSSIBLE, SILT FENCE SHALL BE PLACED ON THE FLATTEST AREA AND ENSURE IT MATCHES THE APPROVED ACREAGE OF DISTURBANCE FOR LINEAL FOOTAGE OF SILT FENCE. NO MORE THAN 1/4 ACRE OF DISTURBANCE PER 100 FEET OF SILT FENCE LENGTH. MAXIMUM GRADIENT BEHIND THE BARRIER IS 2:1.
5. SILT FENCE USED AT THE TOE OF A SLOPE SHALL BE PLACED 5' TO 10' BEYOND THE TOE TO PROVIDE STORAGE CAPACITY..
6. MAINTENANCE - SILT FENCE SHALL ALLOW RUNOFF TO PASS ONLY AS DIFFUSED FLOW THROUGH THE FABRIC MATERIAL. IF RUNOFF OVERTOPS THE SILT FENCE, FLOWS UNDER OR AROUND THE ENDS, OR IN ANY OTHER WAY BECOMES A CONCENTRATED FLOW, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE: 1) THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED, 2) ACCUMULATED SEDIMENT SHALL BE REMOVED, OR 3) OTHER PRACTICES SHALL BE ADDED AS DIRECTED.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED AND FUNCTIONING AS DESIGNED AT ALL TIMES AND UNTIL STABILIZATION IS COMPLETED.



SILT FENCE REPAIR & JOINING

* THIS DETAIL MAY BE MODIFIED UPON APPROVAL BY THE CITY OF ARVADA PROJECT ENGINEER OR BY THE CITY OF ARVADA INSPECTOR.*

NO	DWN	DATE	REVISION
1	KSC	6/05/15	NOTES, REMOVE 4" TRENCH

ARVADA

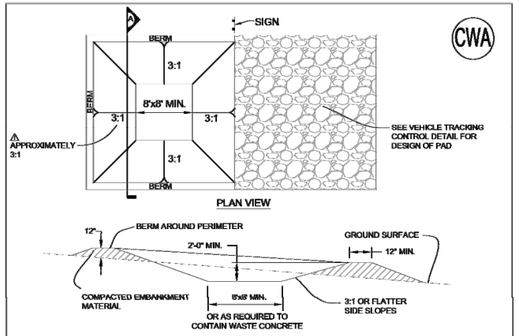
SILT FENCE

APPROVED:

DATE: 6-2015 | SCALE: NTS | DWN: RGN

PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

SW-3



PLAN VIEW

SECTION A

CONCRETE WASHOUT AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATIONS OF CONCRETE WASHOUT AREA.
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE OR ON THE PROJECT.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT OR AS DETERMINED BY THE CITY OF ARVADA PROJECT ENGINEER OR THE CITY OF ARVADA INSPECTOR. INSTALLATION OF TRACKING CONTROL IS DEPENDENT ON LOCATION OF WASHOUT AREA.
4. A SIGN WILL BE PLACED ON SITES LARGER THAN 1 ACRE TO CLEARLY INDICATE THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. EXCAVATED MATERIAL CAN BE UTILIZED IN THE PERIMETER BERM CONSTRUCTION.
6. PORTABLE CONCRETE WASHOUTS ARE ACCEPTED AS A SOLUTION TO HAVING A PERMANENT STRUCTURE OR AS DETERMINED BY THE CITY OF ARVADA PROJECT ENGINEER OR THE CITY OF ARVADA INSPECTOR.

CONCRETE WASHOUT AREA MAINTENANCE NOTES

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION ,AS SOON AS POSSIBLE AND IMMEDIATELY IF NOT PROPERLY CONTAINED, ALL CONCRETE WASTE SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, COVER THE DISTURBED AREA WITH CLEAN TOPSOIL, DRILL SEED AND CRIMP MULCH OR OTHERWISE STABILIZE IN A MANNER AS APPROVED BY THE CITY OF ARVADA PROJECT ENGINEER OR BY THE CITY OF ARVADA INSPECTOR.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED AND FUNCTIONING AS DESIGNED AT ALL TIMES AND AS DIRECTED BY THE CITY OF ARVADA INSPECTOR.

* THIS DETAIL MAY BE MODIFIED UPON APPROVAL BY THE CITY OF ARVADA PROJECT ENGINEER OR BY THE CITY OF ARVADA INSPECTOR.*

NO	DWN	DATE	REVISION
1	KSC	6/08/15	MODIFY NOTES

ARVADA

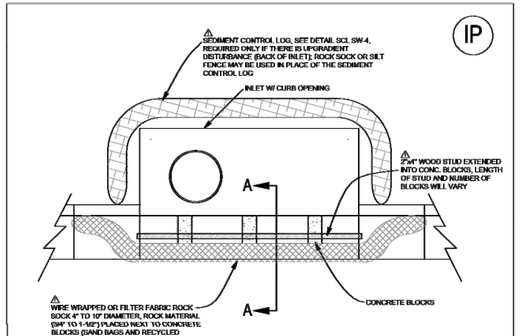
CONCRETE WASHOUT AREA

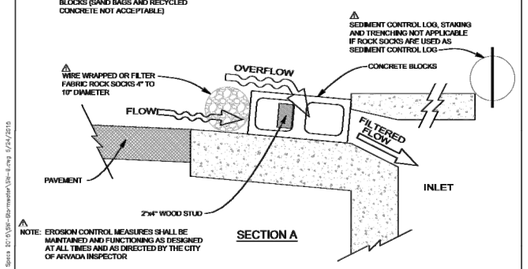
APPROVED:

DATE: 6-2015 | SCALE: NTS | DWN: HGN

PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

SW-6





NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED AND FUNCTIONING AS DESIGNED AT ALL TIMES AND AS DIRECTED BY THE CITY OF ARVADA INSPECTOR

SECTION A

* THIS DETAIL MAY BE MODIFIED UPON APPROVAL BY THE CITY OF ARVADA PROJECT ENGINEER OR BY THE CITY OF ARVADA INSPECTOR.*

NO	DWN	DATE	REVISION
1	K.S.C.	6/05/15	MODIFY NOTES

ARVADA

TYPICAL INLET PROTECTION FOR SUMP INLET LOCATIONS

APPROVED:

DATE: 6-2015 | SCALE: NTS | DWN: HGN

PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

Sht 1 of 3

SW-9

APPROVED

CITY OF ARVADA, COLORADO

BY: Jacqueline K Rhoades DATE: 10/21/2022 PROJECT NO. 22-SR-10

CITY ENGINEER

Review if for general compliance with the City of Arvada "Engineering Code of Standards", 2022 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 BID

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

81st & Kipling Sanitary Sewer Improvements

Erosion Control Details

City Of Arvada

22-SR-10

REVISIONS

No	Date	By	Chk	Description

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-eros det.dwg
Scale	As Shown

Sheet: 15 Of: 15

Exhibit C

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND VORTEX SERVICES LLC FOR 81ST AND KIPLING SANITARY SEWER IMPROVEMENTS RELATING TO CSB 22-ENG-019 IN AN AMOUNT NOT TO EXCEED $1,618,933.00

CITY OF ARVADA
PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR BID - ADDENDUM

Proposal #:	22-ENG-019
Title:	81st and Kipling Sanitary Sewer Improvements
RFP Issued:	10/21/2022
Addendum #:	**1**
Date:	11/10/2022
Proposals Due By:	**November 16.2022** MST (NO CHANGE)
Questions Deadline:	**November 3, 2022** MST (NO CHANGE) Question deadline has passed. No further questions are being accepted.

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM.

The following clarifications/changes are to be incorporated into the Request for Bid.

1. Answers to the questions received are attached. These responses are incorporated into the Request for Bid. Bidder are instructed to reference these answers when bidding.

2. Plan Sheet #6 Site and Erosion Control Plan has been revised per Question Q2.
   Bidders are instructed to reference the attached revised Plan Sheet #6.

3. Specification Measurement and Payment has been revised to update #33 and add #34.
   Bidders are instructed to reference the attached revised Specification Measurement and Payment.

4. Bid Schedule has been revised to update Bid Items 19 and 20 and add Bid Item 34.
   Bidders are instructed to use attached revised Bid Schedule.

ATTACHMENTS:

- Pre-proposal Meeting Agenda and Sign In Sheet
- Answers to Questions Received
- Revised Plan Sheet #6 Site and Erosion Control Plan
- Revised SPEC Measurement and Payment
- Revised Bid Schedule

Exhibit C

PRE-BID MEETING AGENDA

81st and Kipling Sanitary Sewer Improvements

CSB 22-ENG-019

11/01/2022, 11:00am MDT - MANDATORY

Wastewater Training Room, 5555 W 56th Ave, Arvada, CO 80002

1. Attendance:
    a. City of Arvada:
        i. Danny Wolff
        ii. Mary Stahl
        iii. Eric Lewin
        iv. Tracy Neal
        v. Cheryl Dye
        vi. Doreen Mazza
    b. Consultant – J&T Consulting:
        i. Jason Murray
        ii. Cassie Harmon
    c. Contractors – See Attendance Sheet

2. Purchasing
    a. Questions – how to submit and get official answers
    b. CSB Documents
    c. Bid Submissions
    d. Other

3. Project Summary
    a. Upsizing of existing sanitary sewer trunk line
        i. New line will parallel existing trunk line, connecting upstream in Lakecrest Park and downstream in Kipling St.
            1. 1785LF of 27” SDR35 PVC, 9EA 6ft diameter manholes, 2EA 8ft diameter manholes
            2. 2EA sanitary sewer service connections
            3. Temporary Bypass Pumping
            4. Dewatering and Pumping
            5. Demo and replacement of existing sidewalk in Lakecrest Park
            6. Site restoration
    b. New 2022 City Standard Details and Specifications – also includes approved products list
    c. City Contractor License needed
    d. Permits via Trakit
    e. Inspections via Trakit

4. Proposal Schedule
    a. Bids due November 16, 2022 at 2:00 pm via BidNet
        i. Include proof of minimum qualifications
    b. Questions must be submitted via BidNet. Last day for questions is November 3, 2022
    c. Addendum will be issued and will include, at a minimum, the sign-in for this meeting and this agenda
    d. Goal is for the selected contractor to be selected in November; City council approval in early January; Notice to Proceed shortly after.

5. Project Schedule – Final Completion 180 calendar days after notice to proceed

CSB 22-ENG-019

PRE-BID MEETING SIGN-IN: 11/01/2022, 11:00am MDT MANDATORY

81st and Kipling Sanitary Sewer Improvements

Wastewater Training Room, 5555 W 56th Ave, Arvada, CO 80002

Company Name	Attendee Name	Email	Phone
Vortex	Kurt Marshall	KMarshall@vortexcompanies.com	720-589-5223
Native Sun	David Jessop	david.jessop@nsctexas.com	720-725-5757
IRON WOMAN CONST.	TRAVIS WIENS	twiens@ironwomancon.com	720-648-0052
ESCO Construction	Alex Simon	asiman@escomailbox.com	720-392-9382
Brannan Const	Ryan Rosel	rrosel@brannanl.com	3-495-4772
SMH West	John Abbott	john.abbott@smhwestern	720-459-1886
Dream Builders Inc	Raul Martinez	DBIINC19@gmail.com	720-345-2337
J&T Consulting	Cassie Harmon	cassieharmon@jtconsulting.com	303-217-0893
AMERICAN WEST	Tommy Parkin	TPARKIN@TRUSTAWC.com	3-330-5503
Summers Construction	Diego Garcia	Vlad@scinc.us	3035020375
Ez Excavating	Paiton Carr	pcarr@ezexcavating.com	7209403515
EDGE	Doug Wenzel	DWENZEL@EDGECONTRACTING.com	
Goodland Const.	Ryan Neeley	RYAN2GOODLANDCONSTRUCTION	303-339-1050 → 3032788100
Wagner Construction	Tony Bluski	j.bluski@wagnerconstructioninc.com	303-746-8634
Colorado Civil Infrastructure	Damian Chaidez	John@coloradocivilinfrastructure	303-514-9846

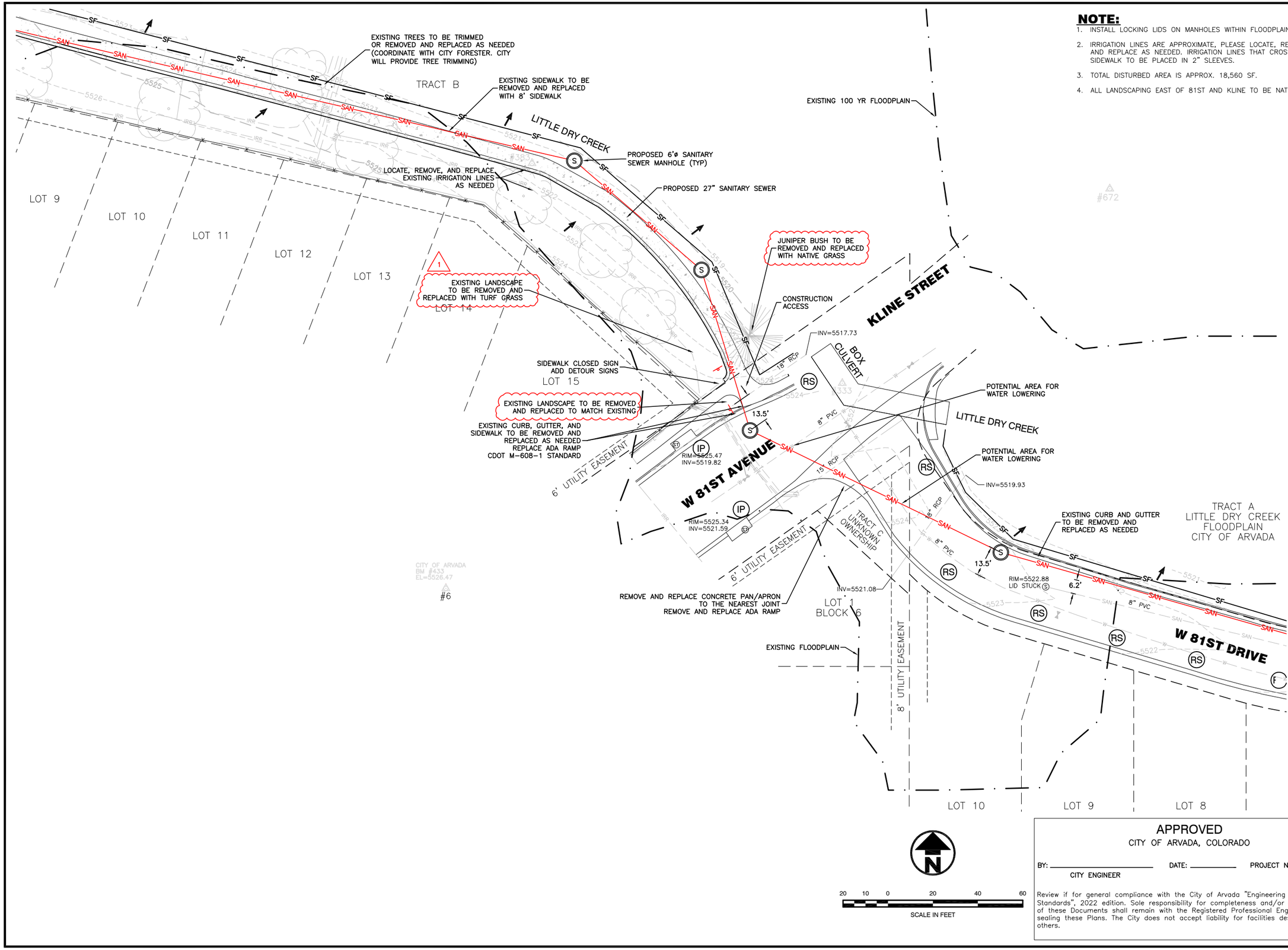
Questions & Answers - 1

Project	22-ENG-019 - 81st and Kipling Sanitary Sewer Improvements
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q2	**Question: Contractor Questions** 1. What are the requirements for landscaping replacement? There are several notes on the plans that state remove/replace advised by parks. 2. What type of shrubs are to replace the removed juniper trees? How many should be included in the bid? 3. Is there a detail that can be provided for the existing steps that are to be removed/replaced for assisting in bidding the replacement? 4. Is there a specific requirement for temp sidewalks if they must be used? I.E. material, width? **Answer:** 1) In general landscaping shall be restored in kind. Use the bluegrass/trufgrass from the 2022 Standards and Specification for east of 81st ave in the park, and the native seed mix from the spec for north along 81st drive. See attached, revised plansheet for clarification on items to be advised by parks. 2) See attached, revised plansheet. 3) A detail has been included showing the removal and replacement limits. There is no as-built drawing available for the steps. 4) If temp sidewalks are needed, they shall be minimum of 5ft width and be 6in thick of asphalt millings.	11/01/2022

No	Question/Answer	Question Date
Q3	**Question: Questions/RFI** Could you please provide clarification on the following? A) Where is the Pipe Concrete Encasement located? B) Sheet 6 shows two areas for potential water lowering, however bid form shows 1EA. Should we price 1EA or 2EA? C) On sheet 10-11, how many linear feet of existing 8” Sanitary sewer are we removing and replacing with 27"? D) Can you please provide from STA to STA? E) Also, can you please confirm how many sanitary service lines are to be reconnected? F) On Sheet 11, does MH 12 connect to ex. San Sewer? G) If so, can you please confirm size of ex. Sewer? H) Will third party testing be required by contractor or provided by owner? I) Will Flowfill be required in street crossings? J) Will we be required to remove and dispose of all spoils? K) Can we spoil on site? L) What permits will be required for the project? **Answer:** A) Pipe Concrete Encasement, should it be needed, will be constructed at the locations identified as potential water line lowering's. Reference Drawing Sheet No. 6 B) 2 Each. The Bid Schedule has been revised and Item 19 and 20 have been updated to increase the quantity to 2. C) 236 LF of existing 8" Sanitary Sewer D) STA 15+43.17 to 17+79.07 E) 2 sanitary service lines are to be reconnected. F) MH12 connects to Existing 15" PVC sewer to the south and 18"PVC sewer to the East G) Existing Sewer Lines are 15" PVC and 18" PVC H) Third party testing will be provided, contractor will be responsible for scheduling I) Flowfill is not required, but can be used as directed by Project Engineer. The Bid Schedule has been revised and Bid item No. 34 has been added for this. Reference attached Spec 01200 Measurement and Payment J) Contractor will be required to remove and dispose of all spoils. K) All temporary stockpiles will need to be removed and the area restored. L) Permits required are City of Arvada ROW, Site Disturbance, CDPHE construction dewatering permit, CDPHE stormwater management plan	11/03/2022
Q4	**Question: Flow Rates** For bypass pump sizing, can you provide flow rates of the existing 21 inch sanitary sewer at the proposed Diversion Manhole and the 15 inch sanitary sewer in Kipling median **Answer:** The City estimates that the average dry flow through the sewer will be ~560gpm. Maximum flow under wet conditions during a 25 year storm event is estimated to be ~3,000 gpm.	11/03/2022
Q5	**Question: Manhole Lining** Is a manhole lining required for the new manholes. If so what products are acceptable? **Answer:** No manhole lining is required.	11/03/2022

No	Question/Answer	Question Date
Q6	**Question: Backfill Detail** The pipe bedding and backfill limits detail on plan sheet 12 shows select material class 1 above the pipe bedding. The soils report included in the bid documents does not address whether the existing soils are acceptable as backfill below pavements and flatwork. The 2022 Arvada standard specifications section 364.00 states that excavated material can be reused as backfill provided all organic material is removed unless more stringent requirements are provided in the geotechnical report, if provided. For trenches beneath pavements and flatwork, backfill from a minimum of 1 foot below grade to grade shall consist of material meeting the requirements for AASHTO class A-1 or A-2 material. Is the project to be bid assuming the on site materials are not acceptable as backfill below pavements and flatwork ? **Answer:** Backfill below pavement and flatwork minimum 1 foot below grade to grade is to be Class 1 backfill.	11/03/2022
Q7	**Question: Testing Cost** Are all soils and asphalt compaction and concrete testing costs to be covered by the contractor or does the city of Arvada cover these costs and the contractor just has to schedule the testing agency ? **Answer:** All soils and asphalt compaction and concrete testing costs will be provided for and paid for by the City. The contractor will be responsible for scheduling.	11/03/2022
Q8	**Question: Bid Item 33 Stabilization Material** The same detail on plan sheet 12 shows 1 foot of stabilization rock Size 57/67. Is bid item 33 stabilization material Class 6 road base as needed intended to be used for this detail or below flatwork and asphalt pavement? **Answer:** No, Bid Item No. 33 is to be used at the direction of the City if additional stabilization is needed during construction.	11/03/2022
Q9	**Question: Start Date** What is the anticipated start date of the project, NTP? **Answer:** As stated on page 27 of the CSB, " A Notice to Proceed is anticipated to be issued on or about January 23rd, 2023.	11/10/2022



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", 2022 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 BID

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

81st & Kipling Sanitary Sewer Improvements

Site And Erosion Control Plan

City Of Arvada

22-SR-10

REVISIONS

No	Date	By	Chk	Description
1	11.09.22	CMSH		Addendum 1

Job #	22005
Date	6/25/22
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Site.dwg
Scale	As Shown

Sheet: 6 Of: 15

P:\22005 Arvada 81st Kipling Interceptor\Drawings\Plan Sheets\JT-Site.dwg, 6 Site and Erosion Control Plan, 11/9/2022 3:33:53 PM

Untitled Map
Add a description for your map
Cut handrail flush to post. Cap handrail and paint to match existing. (typ)
Remove. (typ)
Remove and replace concrete sidewalk and stairs.
Google Earth

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Measurement and payment shall be as specified the City's *Engineering Code of Standards and Specifications* as published on the City website unless modified in this Section.

B. Work to be performed under this contract will be paid for on a unit cost or lump sum basis under the appropriate unit cost or lump sum Bid Items shown on the Bid Form. No item of Work shown on the Drawings or in the Specifications will be considered for extra compensation due to a claim that it does not fall within the scope of one of the Bid items.

C. Contractor shall, within 10 days of receipt of Notice to Proceed, submit a complete breakdown of lump sum and unit cost bid items (Schedule of Values) showing value assigned to each part of Work. Payment for materials delivered but not fully incorporated in Work will be made only if such materials are listed and assigned a value in Contractor's Schedule of Values.

D. The work of this Contract consists of furnishing all labor, materials, equipment and incidentals required and performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the Drawings and as specified in these Specifications.

1.02 BID ITEMS

1. Mobilization, Demobilization, Permits, Fees, Licenses, Administration
   Shall include all labor, materials, equipment, and incidentals required for the Contractor to mobilize. Shall include all costs for Contractor's insurance and bonds, construction permits and fees, job trailers and site administration expenses, utilities including power, telephone, etc. This item shall not exceed more than ten (10) percent of the Base Bid. This item will be paid as defined in the City of Arvada *Engineering Code of Standards and Specifications*, latest edition.

2. Traffic and Pedestrian Control
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

3. Sediment and Erosion Control
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

4. Utility Locate Potholing
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

5. Construction Staking
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as a lump sum.

6. Landscape Restoration

Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump.

7. Irrigation System Restoration
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

8. Temporary Bypass Pumping Sewer
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

9. Temporary Sidewalk
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

10. Temporary Irrigation
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

11. 2" PVC Sleeves, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lineal foot.

12. Sanitary Sewer Diversion Manhole – 8' diameter with Locking Lid, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

13. Sanitary Sewer Manhole – 6' diameter with Locking Lid, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

14. Sanitary Sewer Manhole – 8'diameter with Locking Lid, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

15. 27" SDR 35 PVC, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lineal foot.

16. Connect to Existing Sanitary Sewer System
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

17. Connect Sanitary Sewer Service
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

18. Excavation Dewatering
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

19. 8" PVC Waterline Lowering/ Raising, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

20. Pipe Concrete Encasement
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

21. 6" Asphalt Removal and Patching – Minor Road, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square yard.

22. 10.5" Asphalt Removal and Patching – Kipling Street, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square yard.

23. ADA Ramp Remove and Replace, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

24. Curb and Gutter Remove and Replace, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lineal foot.

25. 6" Thick Concrete Sidewalk Removal
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

26. 6" Thick Concrete Sidewalk, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

27. Remove and Replace Colored Median Concrete, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

28. Remove and Replace Crosspan, Complete in Place, Complete in Place
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as square foot.

29. Remove Existing Tree and Replace with 2" Caliper Tree of Same Species. Removed Ash Tree to be replaced with Pear Tree.
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

30. Remove Existing Shrub
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as each.

31. Remove Handrail to Step and Finish Cut Ends
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as lump sum.

32. Planting Bed Restoration
    Shall include all labor, materials, equipment, and incidentals required for construction. It shall include consulting with the Parks Division on purchases and layout. This item will be paid as lump sum.

33. Stabilization Material – Class 6 Road base, As Needed
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as cubic yard. To be used as directed by the City.

34. Low Strength Flow Fill, maximum 150 psi strength, As Needed
    Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid as cubic yard. To be used as directed by the City.
    Requirements for Flow Fill are:
    A. Select and proportion ingredients to obtain compressive strength between 50 and 150 psi at 28 days in accordance with ASTM D4832.
    B. Materials:
        1. Cement: ASTM C150, Type I or II
        2. Aggregate: ASTM C33, Size 7
        3. Fly Ash (if used): ASTM C618, Class C
        4. Water: Clean, potable, containing less than 500 ppm of chlorides
        5. Flow fill shall have an air content of 15% to 25%, when tested in accordance with ASTM C231, to provide suitable resistance to frost-heave.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Please use the provided Excel File to complete Bid Schedule

City of Arvada

Bid Items

Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost
1	Mobilization, Demobilization, Permits, Fees, Licenses, Adminisration	1	LS		
2	Traffic and Pedestrian Control	1	LS		
3	Sediment and Erosion Control	1	LS		
4	Utility Locate Potholing	1	LS		
5	Construction Survey	1	LS		
6	Landscape Restoration	1	LS		
7	Irrigation System Restoration	1	LS		
8	Temporary Bypass Pumping Sewer	1	LS		
9	Temporary Sidewalk	1	LS		
10	Temporary Irrigation	1	LS		
11	2" PVC Sleeves, Complete in Place	100	LF		
12	Sanitary Sewer Diversion Manhole - 8' diameter with Locking Lid, Complete in Place	1	EACH		
13	Sanitary Sewer Manhole - 6' diameter with Locking Lid, Complete in Place	9	EACH		
14	Sanitary Sewer Manhole - 8' diameter with Locking Lid, Complete in Place	2	EACH		
15	27" SDR 35 PVC, Complete in Place	1,785	LF		
16	Connect to Existing Sanitary Sewer System	3	EACH		
17	Connect Sanitary Sewer Service	2	EACH		
18	Excavation Dewatering	1	LS		
19	8" PVC Waterline Lower/ Raising, Complete in Place	2	EACH		
20	Pipe Concrete Encasement	2	EACH		
21	6" Asphalt Removal and Patching - Minor Road, Complete in Place	560	SY		
22	10.5" Asphalt Removal and Patching - Kipling Street, Complete in Place	65	SY		
23	ADA Ramp Remove and Replace, Complete in Place	2	EACH		
24	Curb and Gutter Remove and Replace, Complete in Place	550	LF		
25	6" Thick Concrete Sidewalk Removal	4,415	SF		
26	6" Thick Concrete Sidewalk, Complete in Place	5,900	SF		
27	Remove and Replace Colored Median Concrete, Complete in Place	100	SF		
28	Remove and Replace Crosspan, Complete in Place	130	SF		
29	Remove Exising Tree and Replace with 2" Caliper Tree of Same Species. Removed Ash Tree to be replaced with Pear Tree.	4	EACH		
30	Remove Existing Shrub	3	EACH		
31	Remove Handrail to Step and Finish Cut Ends	1	LS		
32	Planting Bed Restoration	1	LS	$ 15,000.00	$ 15,000.00

Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost
33	Stabilization Material - Class 6 Road base, As Needed	500	CY		
34	Low Strength Flow Fill, maximum 150 psi strengh, As Needed	100	CY		
			TOTAL BID		

This bid schedule is understood to be all inclusive of the workshown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Clearly Print Company Name

Signature

The City of Arvada and J&T Consulting, Inc. assume no liability for the accuracy of the formulas contained in this worksheet. It is the responsibility of the contractor to verify all formulas prior to submitting the bid to the City of Arvada.

Please note that solicitations issued prior to September 07, 2016 can be found here: http://legacy.rockymountainbidsystem.com

CITY OF ARVADA

Addendum Description

Addendum No 2 is a correction to Addendum No 1.
There was a typo in the answer to question number 3, parts F and G. The 18" sewer is VCP (Vitrified clay pipe), it is not PVC.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Exhibit D

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND VORTEX SERVICES LLC FOR 81ST AND KIPLING SANITARY SEWER IMPROVEMENTS RELATING TO CSB 22-ENG-019 IN AN AMOUNT NOT TO EXCEED $1,618,933.00

BID BOND

We, the undersigned **Vortex Services, LLC** as Principal, and **Everest Reinsurance Company** as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of **Five Percent of Total Amount Bid (5% TAB)** 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. 22-SR-10, 81st & Kipling Sanitary Sewer Improvements.

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 **4th** day of **November**, 2022, 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

Name: **Vortex Services, LLC**

Address: **4891 Independence Street, Ste. 180, Wheat Ridge, CO 80033**

By: _____

Title: RVP

SURETY

Everest Reinsurance Company

100 Everest Way, Warren Corporate Center, Warren, NJ 07059

By: _____

Title: **Attorney-in-Fact**

Attorney-in-Fact:

Laura Lee Kneitz

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City.

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, NJ 07059, do hereby nominate, constitute, and appoint:

Florence McClellan, Kristin Darling, Aaron P. Clark, Autumn Stockton, Robert F. Bobo, Timothy F. Kelly, Laura Lee Kneitz, Dan W. Burton, Teresa D. Kelly, Craig C. Payne, Rachel Richardson

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this 4th day of November 2022.

ES 00 01 04 16

BID PROPOSAL

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

FROM: Vortex Services (hereinafter called "BIDDER"), organized and existing under the laws of the State of Delaware 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. **22-SR-10** entitled **81st & Kipling Sanitary Sewer Improvements** 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.** 1&2 Initials: SM SM _____

Bidder states that his:

Major Material Suppliers are:	Material They Will Supply
Pipe & Fittings	Core & Main
Manholes	Rinker Material
Aggregate	Ralph Martinez Trucking

Major Subcontractors are:	Work They Will Perform
Survey	Mountain Navigation
Restoration	Arnold Ag Group

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **180** 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 January 23rd 2023. For each calendar day that the work exceeds the allotted contract time, the Contractor shall agree to pay the owner Liquidated Damages per section 1121.07 of the City of Arvada Engineering Code Standards and Specifications, 2022 Edition. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: TOTAL BID $ 1,618,933.00

SUBMITTED BY:

Company Name: Vortex Services LLC

Contact Names: Samuel Marshall

Address: 4891 Independence Street Suite 180 Wheat Ridge CO 80033

Phone: (505) 974-1396 Email(s): smarshall@vortexcompanies.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: _____	11/16/22	82-2811192
Signature of Authorized Agent	Date	FEIN
Samuel Marshall	RVP	smarshall@vortexcompanies.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. 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

REQUIRED CONTRACTOR SUBMITTAL FORM

VARIATIONS: The vendor shall identify all variations and exceptions to this CSB. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #:_____Item # or Section: _____
Variance

_____

_____

Page #:_____Item # or Section: _____
Variance

_____

_____

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below with each section clearly identified.

- [X] Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule (Please use attached Excel File Bid Schedule), and any other attachments requested.
- [X] Submit implementation timeline and warrantees, if applicable.
- [X] Attach Contractor's Licensing, if applicable.
- [X] Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- [X] Please initial to acknowledge Addenda, if any, on the previous page
- [X] Completed Performance Measures Form

MINIMUM REQUIRED QUALIFICATIONS:

Evidence of these qualifications must be submitted.

- [X] Three references: two of which must be on projects for the proposed Project Manager and one of which must be on projects for the proposed superintendent. All references must be from Colorado entities.
- [X] Successful completion of at least three projects containing installation of 1,500 LF or more of 18in or larger PVC sewer/drainage line in the Front Range of Colorado over the past 5 years. Front Range Colorado is defined as Fort Collins to Pueblo.
- [X] Resumes for the proposed superintendent and project manager must be provided.

REFERENCES:

- [ ] Check here if Contractor's standard reference sheet is attached, otherwise, use the spaces below.

Name: City and County of Broomfield Contact Person: Rhonda Jo Ackerman

Address: One DesCombes Dr Broomfield CO 80020

Telephone No: 303-464-5807 Email: ralford@broomfield.org

Describe type of work/service performed or items supplied: Sewer, water, and storm sewer installation services.

Name: Element Engineering Contact Person: Mike Hager

Address: 12687 W. Cedar Drive Suite 300 Lakewood, CO 80228

Telephone No: 720-582-8441 Email: mikeh@elementengineering.net

Describe type of work/service performed or items supplied: Sewer, water, and storm sewer installation services.

Name: Muller Engineering Contact Person: Steven Hibbeler

Address: 7245 W Alaska Dr Suite 300 Lakewood CO 80226

Telephone No: 303-268-0358 Email: shibbeler@mullereng.com

Describe type of work/service performed or items supplied: Sewer, water, and storm sewer installation services.

QUALIFICATION PROJECTS:

☐ Check here if qualifications are attached separately, otherwise, use the spaces below.

Project Name: Trails at Aspen Ridge F2 Owner: Colorado Land Aquisitions

Project Location: Colorado Springs Date Completed: 2022

Project Description: 3,261LF 8" SDR-35 PVC SAS w/ 11MH's & (90) ea 4" SSVC; 4,600LF C900 PVC watermain w/ (9) ea fire hydrants, & (91) ea 3/4 - 1-1/2" water services; 853LF 18" RCP, 272LF 24" RCP, 505LF 36" RCP, 240LF 42" RCP, 96LF 48" RCP, (12) EA MH's, (13)EA Inlets. 90 Lot Subdivision

Sizes of Pipe Installed: 18,24,36,42,48 Length Installed: 1,966LF

Project Manager: Kurt Marshall Superintendent: Cameron Mellor

Project Name: 30/36 Irrigation Transmission Line Owner: SACWSD

Project Location: Adams County/ Commerce City Date Completed: 2022

Project Description: Distribution Main including 10,750LF 30" CL200, 5,640LF 30" CL150, 10,878LF 36" CL150, (7)EA 42" Bores for a total of 1,695LF, (3)EA Open cut casings 42"-48" for a total of 245LF

Sizes of Pipe Installed: 30,36,42,48 Length Installed: 27,513LF

Project Manager: Kurt Marshall Superintendent: Cameron Mellor

Project Name: Pinon Sanitary Sewer Project Owner: Aurora High Point at DIA Metro District

Project Location: Aurora Date Completed: 2022

Project Description: Sanitary Sewer Main Extension including 2,583LF 15" SDR-35/26, 7,116LF 12" SDR-35/26/C900/DIP; Includes (37)EA manholes, 24" Auger bore at a Denver Water Main, and 24" Guided Auger Bore under E470

Sizes of Pipe Installed: 12,15 Length Installed: 9,699LF

Project Manager: Samuel Marshall Superintendent: Cameron Mellor

Project Name: Lu-Tek Owner: Sand Construction

Project Location: Arvada Date Completed: 2018

Project Description: Commercial Development

Sizes of Pipe Installed: 1-1/2,6,8,12,15,21,24 Length Installed: 1,584LF

Project Manager: Wally Rice Superintendent: Pablo Castillo

Project Name: NWSWSD 2022 Sewer Improvements Owner: North Washington St Water and Sanitation District

Project Location: North Washington St Water and Sanitation District Date Completed: 2022

Project Description: Sewer Improvements Project including 5,958LF 8" CIPP, Slip Lining, point repairs, 2,852LF 8" SDR-35 Open Cut replacement.

Sizes of Pipe Installed: 8 Length Installed: 2,852LF

Project Manager: Samuel Marshall Superintendent: Pablo Castillo

Project Name: Interlocken Lift Station Owner: City and County of Broomfield

Project Location: Broomfield Date Completed: 2022

Project Description: Lift Station Utility Improvement Project including 620"F 12" C900 Watermain with (2)EA fire hydrants; 2,583LF 8" C900 permanent bypass; 922LF 12" C900 force main; 200LF 12" SDR-35 SAS.

Sizes of Pipe Installed: 8,12 Length Installed: 4,325LF

Project Manager: Samuel Marshall Superintendent: Pablo Castillo

Additional Project references attached.

City of Arvada

Bid Items

Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost
1	Mobilization, Demobilization, Permits, Fees, Licenses, Adminisration	1	LS	$ 61,228.00	$ 61,228.00
2	Traffic and Pedestrian Control	1	LS	$ 23,952.00	$ 23,952.00
3	Sediment and Erosion Control	1	LS	$ 22,410.00	$ 22,410.00
4	Utility Locate Potholing	1	LS	$ 21,856.00	$ 21,856.00
5	Construction Survey	1	LS	$ 20,269.00	$ 20,269.00
6	Landscape Restoration	1	LS	$ 71,856.00	$ 71,856.00
7	Irrigation System Restoration	1	LS	$ 18,980.00	$ 18,980.00
8	Temporary Bypass Pumping Sewer	1	LS	$ 43,113.00	$ 43,113.00
9	Temporary Sidewalk	1	LS	$ 4,485.00	$ 4,485.00
10	Temporary Irrigation	1	LS	$ 259.00	$ 259.00
11	2" PVC Sleeves, Complete in Place	100	LF	$ 30.00	$ 3,000.00
12	Sanitary Sewer Diversion Manhole - 8' diameter with Locking Lid, Complete in Place	1	EACH	$ 35,758.00	$ 35,758.00
13	Sanitary Sewer Manhole - 6' diameter with Locking Lid, Complete in Place	9	EACH	$ 11,268.00	$ 101,412.00
14	Sanitary Sewer Manhole - 8' diameter with Locking Lid, Complete in Place	2	EACH	$ 16,884.00	$ 33,768.00
15	27" SDR 35 PVC, Complete in Place	1,785	LF	$ 357.00	$ 637,245.00
16	Connect to Existing Sanitary Sewer System	3	EACH	$ 15,663.00	$ 46,989.00
17	Connect Sanitary Sewer Service	2	EACH	$ 10,534.00	$ 21,068.00
18	Excavation Dewatering	1	LS	$ 96,192.00	$ 96,192.00
19	8" PVC Waterline Lower/ Raising, Complete in Place	2	EACH	$ 15,794.00	$ 31,588.00
20	Pipe Concrete Encasement	2	EACH	$ 9,668.00	$ 19,336.00
21	6" Asphalt Removal and Patching - Minor Road, Complete in Place	560	SY	$ 116.00	$ 64,960.00
22	10.5" Asphalt Removal and Patching - Kipling Street, Complete in Place	65	SY	$ 266.00	$ 17,290.00
23	ADA Ramp Remove and Replace, Complete in Place	2	EACH	$ 2,754.00	$ 5,508.00
24	Curb and Gutter Remove and Replace, Complete in Place	550	LF	$ 65.00	$ 35,750.00
25	6" Thick Concrete Sidewalk Removal	4,415	SF	$ 2.00	$ 8,830.00
26	6" Thick Concrete Sidewalk, Complete in Place	5,900	SF	$ 14.00	$ 82,600.00
27	Remove and Replace Colored Median Concrete, Complete in Place	100	SF	$ 82.00	$ 8,200.00
28	Remove and Replace Crosspan, Complete in Place	130	SF	$ 18.00	$ 2,340.00
29	Remove Exising Tree and Replace with 2" Caliper Tree of Same Species. Removed Ash Tree to be replaced with Pear Tree.	4	EACH	$ 1,437.00	$ 5,748.00
30	Remove Existing Shrub	3	EACH	$ 462.00	$ 1,386.00
31	Remove Handrail to Step and Finish Cut Ends	1	LS	$ 3,057.00	$ 3,057.00
32	Planting Bed Restoration	1	LS	$ 15,000.00	$ 15,000.00

Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Bid Cost
33	Stabilization Material - Class 6 Road base, As Needed	500	CY	$ 65.00	$ 32,500.00
34	Low Strength Flow Fill, maximum 150 psi strengh, As Needed	100	CY	$ 210.00	$ 21,000.00
			TOTAL BID		$ 1,618,933.00

This bid schedule is understood to be all inclusive of the workshown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Clearly Print Company Name

Signature

The City of Arvada and J&T Consulting, Inc. assume no liability for the accuracy of the formulas contained in this worksheet. It is the responsibility of the contractor to verify all formulas prior to submitting the bid to the City of Arvada.

4891 Independence St, Suite 180
Wheat Ridge, CO 80033
p. 303-467-0909

11/16/2022

RE: 22-SR-10 81st & Kipling Sanitary Sewer Improvement

SUBJECT: Implementation Timeline

Vortex Services, LLC will be able to start the project as soon as Arvada allows and materials are available. Vortex Services, LLC will be able to complete the work as required by the contract.

Respectfully,

Samuel Marshall
Vortex Services Regional Vice President

Public Works Department - Engineering Division
8101 Ralston Rd. Arvada, CO 80001

720-898-7640(Phone)

engineeringpermits@arvada.org
(email)
www.arvada.org

MUNICIPAL CONTRACTOR'S LICENSE
CONTRACTOR RIGHT OF WAY
AEC9108

CONTRACTOR INFORMATION
VORTEX SERVICES, LLC
18150 IMPERIAL VALLEY DR
HOUSTON TX 77060

LICENSE INFORMATION
Expiration: 3/24/2023
License Grades: MUNICIPAL GENERAL CONTRACTOR
Authorized Signers: KURT MARSHALL VINCENT BANCHETTI SAM MARSHALL PABLO CASTILLO CAMERON MELLOR

Fee	Paid Amount	Paid Date
$200.00	$200.00	3/24/2022

Jacqueline K Rhoades

Jacqueline K. Rhoades, P.E.
Engineering Manager

Contractor's Responsibilities:

*****Notes Regarding Permits:**

License and Permit: Municipal General Contractor License holder is the sole responsibile party accountable for the work performed by subcontractors and is responsible for compliance with all city codes, specifications, and approved construction drawings.

Permitee: The municipal General Contractor is responsible for applying for and managing the permit. Subcontractors will perform their portion of the larger project under the supervision of the Municipal General Contractor and will no longer be required to obtain a separate city license or permit.

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 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 daysin accordance with Arvada Code 78-307.

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

4891 Independence St, Suite 180
Wheat Ridge, CO 80033
p. 303-467-0909

11/16/2022

RE: 22-SR-10 81st & Kipling Sanitary Sewer Improvement

SUBJECT: Vortex Services, LLC

As a newer name in the local contracting market, Vortex Services acquired Ricor Services on September 8, 2017. Ricor Services, a local open cut contractor, has been operating since 1980 out of their office in Arvada, Colorado. Committed to customer service and a job done right, Ricor founder Wally Rice earned a highly sought-after reputation in the Denver Metro area as a trusted and valued contractor.

In addition, Vortex has Regional Vice President, Sam Marshall, Operations Manager, Josh Hutto, and Project Managers, Kurt Marshall and Erica Sittloh. All who have spent decades building sewer, water, and storm sewer projects throughout the front range of Colorado. They bring integral knowledge of the local market and provide considerable experience on all sides of the contract in planning, negotiating, designing, and building utility projects.

Together, our blended Vortex team provides not only the time-honored success of Ricor's past, but also the cutting-edge future of Vortex's trenchless rehabilitation products and services.

We look forward to the opportunity to work alongside East Larimer County Water District and your community to improve our infrastructure and continue building lasting relationships.

In the meantime, if you have any question relating to our SOQ, please do not hesitate to contact me by phone: (505) 974-1396, or by email: smarshall@vortexcompanies.com.

Respectfully,

Samuel Marshall
Vortex Services Regional Vice President

VORTEX COMPANIES GLOBAL PRESENCE

Vortex Services, LLC

Founded in 2015, the Vortex Companies is a collection of business segments with both a national and international footprint. As both a horizontally and vertically integrated business, the Company executes on its vision of providing a comprehensive suite of solutions that deliver quality engineered solutions, products and services that improve the efficiency, safety and long-term reliability of its client's assets. This unique approach allows the Company to effectively design, develop, manufacture and/or commercialize a wide variety of products and services for its broad customer base. The business segments, which represent the broader Vortex family, have origins dating back to 1972, and include some of the most respected, experienced and driven staff in each of their respective industry focuses. The following table outlines the business segments operating under the Vortex family of Companies.

VORTEX COMPANIES

- Vortex Services, LLC
- Vortex Products
- Schwalm USA
- Quadex®, LLC
- Vortex Lining Systems, LLC
- Vortex Industrial Solutions, LLC
- Vortex Mexico
- Vortex Europe

GENERAL CONTRACTING LICENSES

The Vortex family of companies are registered General Contractors in 20 states. A list of state licenses for specific license information is available upon request.

NUMBER OF YEARS IN BUSINESS

Vortex was founded in 2015. Over the last 6+ years Vortex has grown tremendously both organically and through several strategic acquisitions. Through our acquisitions Vortex has acquired companies that were established as far back as 1972. Thus, while Vortex as a whole was founded in 2015, an overwhelming majority of the personnel and companies that are represented underneath the broader Vortex portfolio have the experience that far outdate 2015.

OFFICERS OF COMPANY

- Michael Vellano, Chief Executive Officer
- Wesley A. Kingery, President – Services
- Ben Roese, Regional Vice President – Vortex Services, Florida
- Matthew Samford, Chief Financial Officer
- Louis Gastin, Assistant Secretary

*Certification of Signature Authority is available upon request

LOCAL OFFICE

Across both Vortex's Service and Product divisions, we currently have 9 offices spanning the United States, including a fully-staffed and equipped office (administration, equipment, crews, materials) in Tampa, FL.

U.S. OFFICE LOCATIONS

Global Headquarters
18150 Imperial Valley Dr
Houston, TX 77060
(713) 750-9081
info@vortexcompanies.com

Greenville, SC
17 AD Asbury Rd.,
Greenville, SC 29605
(713) 750-9081

Sandy, UT
564 W. 9320 S.
Sandy, UT 84070
(713) 750-9081

Winder, GA
752 Tucker Rd
Building 200
Winder, GA 30680
Corp: (713) 750-9081

Wheatridge, CO
4891 Independence St., Suite 180
Wheatridge, CO 80033
Office: (303) 467-0909
Corp: (713) 750-9081

Greenville, SC
300 E Coffee Street,
Greenville, SC 29601
(713) 750-9081

Sumner, WA
13712 24th St. E.
Suite C103
Sumner, WA 98390
(253) 447-8026

Freehold, NJ
210 Bennett Road
Freehold, NJ 07728
Office: (732) 625-9300
Corp: (713) 750-9081

Livermore, ME
521 Federal Road
Livermore, ME 04253
(207) 897-3348

Tampa, FL
5910 Hartford St.,
Tampa, FL 33619
Office: (813) 626-0700
Corp: (713) 750-9081

Vortex Services, LLC (formerly Ricor)
PREVIOUS PROJECTS

Date	Address of Project	Owner	Owner's Address	Name of Contract	Amount	Status
3-Oct	City of Cherry Hills Village	City of Cherry Hills Village Sanitation District	3333 S. Bannock St Suite 360 Englewood, CO 80110	2022 Remove and Replace Project	$ 499,375.50	Ongoing
13-Jun	Byers CO	Byers Water & Sanitation District	421 S Sherman St. Byers, CO 80103	2022 Byers Water and Sanitation Project	$ 109,604.00	Complete
26-May	Various Locations Across Commerce City	South Adams County Water and Sanitation District	6595 E 70th Ave Commerce City, CO 80022	SACWSD 2022 Water System Removal and Replacements	$ 4,376,441.40	Ongoing
9-May	Various Locations Across Commerce City	South Adams County Water and Sanitation District	6595 E 70th Ave Commerce City, CO 80022	SACWSD 2022 Wastwater System Rehab	$ 700,596.00	Complete
12-Apr	Monaco St and 80th Ave Commerce City	South Adams County Water and Sanitation District	6595 E 70th Ave Commerce City, CO 80022	Monaco St Water System Removal and Replacment	$ 1,598,863.75	Complete
14-Jan	Various Locations Across NWSWSD	North Washington St Water and Sanitation District	3172 E 78th Ave Denver, CO 80229	2022 Sewer Impr. Porject	$ 1,479,765.00	Complete
29-Dec	E470 and 64th Aurora CO	Aurora High Point at DIA Metropolitan District	4100 E Mississippi Ave # 500 Denver, CO 80246	Pinon Sanitary Sewer Project	$ 2,897,368.00	Complete
Dec-21	4001 Industrial Lane Broomfield CO 80020	City and County of Broomfield	One DesCombes Dr Broomfield CO 80020	Interlocken Lift Station	$ 732,648.50	Complete
Nov-21	South Cody St Littleton CO 80128	Meadowbrook Water District	9850 B West Girton Dr Lakewood CO 80227	2021 Capital Improvements Project	$ 651,432.00	Complete
Dec-21	Various Locations in Henderson and Commerce City	South Adams County Water & Sanitation District	6595 E 70th Ave Commerce City CO 80022	30/36 Irrigation Transmission Line	$ 9,859,261.49	Complete
Oct-21	Various Sites Across Broomfield	City and County of Broomfield	One DesCombes Dr Broomfield CO 80020	2021 Waterline Replacement	$ 1,107,851.00	Complete
Sep-21	Town Bluffs Wyoming	Town of Pine Bluffs	215 Main St Pine Bluffs WY 82082	Wastewater Lagoon Valve Replacement	$ 180,000.00	Complete
Jul-21	18 Chipeta Way Lochbuie CO 80603	Colorado Land Aquisistions; View Homes	555 Middle Creek Parkway Suite 500 Colorado Springs CO 80921	Lochbuie Station Subdivision	$ 560,554.90	Complete
Jun-21	5400 Sunday Gulch Dr Colorado Springs CO 80911	Colorado Land Aquisistions; View Homes	555 Middle Creek Parkway Suite 500 Colorado Springs CO 80921	Trails at Aspen Ridge Subdivision	$ 1,414,981.83	Complete
Jun-21	6450 York St Denver CO 80216	MWH	8001 Arista Pl Suite 500 Broomfield CO 80021	Par 1244 - PC/PR 087 - PWC Hydrant Addition	$ 20,983.50	Complete
Jun-21	West Ohio St Lakewood CO 80226	Bancroft-Clover Water & Sanitation District	900 South Wadsworth Blvd Lakewood CO 80226	W Ohio Ave 8" and 12" Waterline	$ 1,192,804.00	Complete
May-21	5601 York St Denver CO 80216	Evraz Inc.	5601 York St Denver CO 80216	Evraz Waterline Loop	$ 902,067.89	Complete
May-21	Various Site Across Denver Metro	Berkeley Water and Sanitation District	4455 West 58th Ave Unit A Arvada CO 80002	Berkeley Waterline	$ 767,796.00	Complete
Mar-21	Depew St Lakewood CO 80232	Alameda Water and Sanitation District	359 South Harlan St Lakewood CO 80226	Depew Water Main Extension & Sewer Bypass	$ 348,976.00	Complete
Mar-21	Golden CO 80403	North Table Mountain Water & Sanitation District	14806 W. 52nd Ave Golden CO 80403	Water Treatment Plant Rehabilitation	$ 229,845.00	Complete
Feb-21	Preble Creek Parkway Broomfield	City and County of Broomfield	One DesCombes Dr Broomfield CO 80020	Anthem Preble Creek Parkway & Indian Peak Parkway	$ 1,130,114.00	Complete
Jan-21	Broomfield CO	City and County of Broomfield	One DesCombes Dr Broomfield CO 80020	North Lift Station Decommisioning Project	$ 62,000.00	Complete
Nov-20	Lakewood CO	Bear Creek Water & Sanitation District	2517 South Flower St Lakewood CO 80227	Hodgeson Park	$ 299,975.50	Complete
Sep-19	Indiana St Golden CO	North Table Mountain Water & Sanitation District	14806 W. 52nd Ave Golden CO 80403	Indiana St Watermain	$ 559,119.00	Complete
Jul-19	W 51st Ave Arvada CO	Valley Water District	12101 W. 52nd Ave Wheat Ridge CO 80033	W 51st Ave Waterline	$ 168,995.00	Complete
Dec-18	Various Locations Across Denver	North Washington Street Water & Sanitation District	3172 E. 78th Ave Denver CO 80229	2018 Water System Improvements	$ 850,735.00	Complete
Dec-18	Various Sites Across Broomfield	City and County of Broomfield	One DesCombes Dr Broomfield CO 80020	2018 Water System Improvements	$ 764,070.00	Complete
Dec-18	Various Locations Across Lakewood	Green Mountain Water & Sanitation District	13919 W Utah Ave Lakewood CO 80228	2018 Water & Sanitation Improvements	$ 1,345,936.00	Complete
Oct-18	Various Locations Across Lakewood	Green Mountain Water & Sanitation District	13919 W Utah Ave Lakewood CO 80228	2017 Water System Improvements	$ 1,391,508.00	Complete
Sep-18	Tabor St Wheat Ridge CO	Valley Water District	12101 W. 52nd Ave Wheat Ridge CO 80033	Tabor St Waterline	$ 388,551.00	Complete
Jun-18	Denver CO	North Washington Street Water & Sanitation District	3172 E. 78th Ave Denver CO 80229	Franklin St. Waterline	$ 505,783.00	Complete
Sep-17	Denver CO	Cherry Creek Valley Water & Sanitation District	2325 S. Wabask St Denver CO 80231	Creekside Waterline	$ 137,427.00	Complete
Jun-17	Marion St Denver CO	North Washington Street Water & Sanitation District	3172 E. 78th Ave Denver CO 80229	Marion St Sewerline	$ 263,899.00	Complete

*This is not and exhaustive list

SAMUEL MARSHALL | **Regional Vice President**

As our Rocky Mountain Division Regional Vice President, Sam brings a wealth of Heavy Civil construction experience, combined with the ability to successfully manage the entire construction process, from procurement to project completion. Throughout his 16-year career, Sam has proven to efficiently manage both people and resources, resulting in the timely and profitable completion of projects, as well as satisfied customers.

EDUCATION

University of New Mexico

STRENGTHS & SPECIALTIES

- Wet Utilities
- Roadway Construction
- Concrete Structures
- Lift Stations
- Booster Stations
- Asphalt Paving
- Subcontractor Management

CONTRACTOR'S LICENSES

- GS08 - Earthwork, excavating, trenching
- GS04 Concrete, Cement, Walkways and Driveway
- GF04 Drainage or Flood Control Systems
- GF09 Utility lines and systems - sewer, water, natural gas, and underground telephone

JOB EXPERIENCE

16 years

Relevant Projects

Ridgegate Parkway Ph1 - Lonetree, CO

Project Description: Earthwork, grading, and utilities associated with the construction of two (2) 3-lane prestressed concrete U-Girder bridges over Happy Canyon Creek and Badger Gulch. This included 103,000 CY of embankment for bridge abutments and 2,000LF of RCP ranging from 18" to 60".

Sunport Roadway and Parking Lot Reconstruction - Albuquerque, NM

Project Description: 43,000 SY of roadway replacement, 79,000 SY parking lot replacement, 2,900 SY concrete paving, 5,500 LF curb and gutter replacement, 1,200 LF of 4" gas line relocation, 3,000 LF of 12"-20" water line relocation, 14,000 LF of fiber optic installation, 35,000 LF of electrical installation, striping, signage, and landscaping.

Questa Emergency Waterline Repairs - Questa, NM

Project Description: In 2017, Samuel was selected to lead a small team to assist FEMA in the reinstatement of domestic water service for the Village of Questa, New Mexico. The work consisted of the installation of temporary holding tanks and water system needed to service the public schools in -15°F weather. After temporary water was established, we assisted with diagnosing and repairing faults in the existing water system.

Central Ave Phase 2 - Los Alamos County, NM

Project Description: Complete removal and replacement of 1,250 LF of Central Ave. including all curb and gutter and sidewalk in downtown Los Alamos, mapping the existing utilities with ground penetrating radar, relocating 1,700 LF of utilities, as well as an intersection-sized, preformed thermoplastic county logo located at 15th and Central.

Second Street Box Culvert Bridge - Grants, NM

Project Description: Installation of a triple barrel 10' by 12' cast-in-place box culvert bridge in bedrock and in an active waterway.

Cinder Road Sewer Line - Las Vegas, NM

Project Description: 6,000 LF 15" SDR-35 PVC sewer and 2,000 LF of 12" C900 effluent water Line.

San Felipe SE Wastewater Collections System – HIS - San Felipe Pueblo, NM

Project Description: 50,000 LF of SDR-35 PVC sewer main (6" to 15"), 25,000 LF of 4" SDR-35 sewer service, connection of 250 homes and the demolition of 250 septic tanks and drain fields.

JOSH HUTTO

OPERATIONS MANAGER

P 303-710-2018 E Hutto5597@yahoo.com A Milliken, CO

OBJECTIVE

I am looking for a safe, organized, challenging civil contractor who will utilize my many years of experience and connections throughout the industry and the Denver metro area. My drive is to bring projects in safe, under budget and on-time.

EXPERIENCE

8/2022 – Present

Vortex Services

Operations Manager

- MANAGE DAILY OPERATIONS OF WORK PERFORMED BY EMPLOYEES AND SUBCONTRACTORS INCLUDING CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF ALL PROJECT-RELATED UNDERGROUND UTILITY CONSTRUCTION PROJECTS
- MONITOR AND ENSURE SCHEDULED PERFORMANCE AND QUALITY WORKMANSHIP
- ATTEND MEETINGS AND TRAINING ON BEHALF OF THE COMPANY, DOCUMENTING AND TAKING APPLICABLE ACTION
- MAINTAIN RELATIONSHIPS AND ACT AS LIAISON IN MATTERS ASSOCIATED WITH MUNICIPAL REQUIREMENTS
- CONDUCT SITE VISITS TO VERIFY COMPLIANCE WITH PERMITS AND JOB SPECIFICATIONS
- COMPLETE SITE SAFETY REPORTS ON IN PROGRESS JOB SITES FOR IN HOUSE CREW AND SUBCONTRACTORS COMPLETING THE WORK
- PARTICIPATE IN DAILY/WEEKLY CALLS WITH OPERATIONS AND CUSTOMERS
- RESOLVE COMPLAINTS
- PERFORMS OTHER DUTIES AS NECESSARY

KEY SKILLS

- MENTORING
- PROBLEM SOLVING
- SAFETY
- PROJECT PLANNING
- PROJECT EXECUTION
- PROJECT CLOSEOUT
- BUILDING POSITIVE RELATIONSHIPS WITH ALL STAKEHOLDERS

Experience (Continued)

3/2020 – 8/2022
Belair Sitework Services
General Utilities Superintendent

- PREPARE FOR PROJECT STARTUP WITH THE PROJECT MANAGER AND PRECONSTRUCTION TEAM.
- EXECUTE PROJECT ACTIVITIES AS REQUIRED TO MEET DAY-TO-DAY AND OVERALL OBJECTIVES.
- UNDERSTAND AND APPLY THE REQUIREMENTS IN CONTRACT DOCUMENTS REGARDING QUALITY CONTROL PROCEDURES SUCH AS TESTING, SHOP DRAWINGS, MATERIAL APPROVALS, AND EXECUTION OF THE WORK.
- KEEP THE PROJECT MANAGER APPRISED OF ANY CHANGE IN ACTIVITY OR COST PRIOR TO INCURRING ADDITIONAL TIME OR MATERIALS OUTSIDE OF THE PROJECT SCOPE.
- SCHEDULING AND PLACEMENT OF PRODUCTION CREWS.
- SUPERVISE THE SCHEDULING AND COMPLETION OF WARRANTY ISSUES
- ASSIST THE FIELD SUPERINTENDENTS IN THE PREPARATION OF PROGRESS SCHEDULES, KEEP THEM PROPERLY UPDATED, AND ENSURE THAT EVERYTHING FEASIBLE IS DONE FOR THE PROJECT TO MEET THE REQUIRED DATES.
- SUPPORT THE FIELD SUPERINTENDENT TO ENSURE TIMELY ON-SITE DELIVERY OF MATERIALS AND EQUIPMENT FURNISHED BY SUPPLIERS AND SUBCONTRACTORS.
- DIRECT AND TRAIN THE FIELD STAFF TO ENSURE THEIR CONTINUED DEVELOPMENT BY USE OF PERFORMANCE EVALUATIONS, VARYING ASSIGNMENTS, AND PROMOTING POSITIVE PROJECT MORALE.
- I WORK WITH THE SAFETY MANAGER TO ESTABLISH AND MAINTAIN GOOD SAFETY PRACTICES FOR THE ENTIRE PROJECT IN ACCORDANCE WITH APPLICABLE SAFETY CODES AND REGULATIONS.
- ASSIST FIELD SUPERINTENDENTS TO DEVELOP FINAL PUNCH LISTS AND ENSURE ALL PROJECT TASKS ARE COMPLETED.

2/2011 – 3/2020
Bedrock Excavating
Superintendent

10/2004 – 2/2009
R&J Excavation
Owner Operator

PROFESSIONAL SUMMARY

Denver ROW License Contractor

- Sewer
- Drainlayer
- Water Service
- Class B Demo

Class A CDL

SKILLS

Qualified and knowledgeable to operate all equipment related to utility installation
Relationships built and maintained with most Denver metro municipalities Inspectors

REFERENCES

Available Upon Request

Kurt Marshall

Project Manager

FIRM
Vortex Services

EXPERIENCE IN CONSTRUCTION INDUSTRY
1981

EDUCATION
Elgin Community College

STRENGTHS/SPECIALTIES
- Gravity Sanitary Sewer
- Mechanical Bolt-up
- Large-scale Pipeline Projects
- HDPE Pipe & Fusion
- Lift Stations
- Pump Stations
- Forcemain

PROFILE QUALIFICATIONS

Accomplished utility and excavating construction professional offers 39 years of solid experience. A very unique perspective and effective management style resulting from the mastery of each step of the construction process. An honorable career progressing from the level of pipe layer to Corporate District Manager provides an adaptable and creative link for successful project completion.

PROJECT EXPERIENCE

Gillette Regional Water Supply Project.
Gillette WY
54,000 LF 12”, 8” Waterline, 2 Pump Stations, 7 Precast Control Buildings, 17 HDD, 540 LF Jack & Bore, Electrical & Mechanical Piping Systems.

Stone Creek
Loveland CO
3,200 LF 8” Sanitary Sewer, 2,587 LF 8” Waterline, 2,651 LF 18”, 24”, 30”, 36” 42” Storm Sewer

Kechter Farms
Fort Collins CO
14,859 LF 12”,10”, 8” Sanitary Sewer, 15,503 LF of 24”, 12”, 8” Waterline, 18,546 LF 18”, 24”, 36”, 42”, 48”, 54”, 60” Storm Sewer.

Mesquite Sanitary Sewer Improvements
Mesquite NM
21,250 LF 8”, 10” Sanitary Sewer, 7 Lift Stations, Electrical, SCADA.

UPRR Strauss Yard
Santa Teresa NM
60,000 LF of 30”, 24”, 16” DIP, 10 MGD Pump Station, 10 Jack & Bores.

WWTP #6 to #2 18” Reuse Waterline Project
Rio Rancho NM
6,150 LF 18” Fusible C-900, ARV Stations, 4 EA HDD.

Kurt Marshall

Project Manager

9,200 LF Reuse Waterline
Rio Rancho NM – 2011 Estimator/Project Manager
Layne Heavy Civil
9,200 LF 30” Fusible C-900, 100 LF Jack & Bore, 11 ARV Stations, 4 EA 24” Butterfly Valves.

La Barranca Sewer Line
Rio Rancho NM
14,097 LF of 36” 30” 28” 12”, 8” HDPE, 6,902 LF 24”,21”, 15” 8” SDR-26 Sanitary Sewer, Jack & Bore

Sandy Creek Power Station
Riesel Texas
82,000 LF of 36”, 14” HDPE, 20 MGD Pump Station, Electrical, SCADA, 45 MG Concrete Lined Pond.

Buckman Direct Diversion
Santa Fe NM
185,000 LF 36”, 24”, 16” DIP Waterline, Jack & Bore

Coyote Springs
Moapa NV
86,000 LF 24” DIP, Pump Station, Regulator Tanks.

Erica Sittloh

Thornton, CO
720-841-6967
ericasittloh@yahoo.com

Skills

- 9 years civil construction project management
- Dependable, loyal, diligent professional with solid work ethic and integrity
- Extensive experience and knowledge with formatting documents in MS office and Bluebeam
- Extremely quick and proficient learner
- Proven leader with the ability to work with little or no supervision
- Experience successfully creating and/or modifying processes
- Proven track record on being extremely efficient, organized, and resourceful
- Strong decision-making skills, verbal and written communication skills and attention to detail
- Excellent interpersonal skills, phone manner, and office etiquette

Experience

AUGUST 2022-PRESENT

Project Manager / Vortex Services, Wheat Ridge, CO

· In-depth understanding of construction procedures, material and project management principles.
· Provide coordination and input as needed providing services and infrastructure for the project, including schedule and cost management including but not limited to City's permitting and inspection requirements
· Work independently and can manage multiple projects to meet milestones and deliverables
· Proactively and effectively communicate with clients and project team
· Analyze project requirements and supervise all activities related to contract administration, change orders, cost estimating, submittals, procurement and project schedule
· Monitor, maintain and track project budgets and schedules
· Supervise project close out and all related deliverables
· Experience in cost and scheduling software such as Primavera, Viewpoint and MS Office

FEBRUARY 2022 – AUGUST 2022

Senior Project Manager / Belair Sitework Services, Commerce City, CO

· I have managed civil construction projects for both private and public sectors in several Denver Metro regions
· Uses estimating software Bid 2 Win as foundation for complete job set up including budget, evaluation of quotes, negotiation of subcontracts and purchase orders. Managing all aspects of the subcontractor buyout process after estimating hand-off meeting, and maintains an accurate record of buyout savings and/or losses
· Perform contract review and negotiations with owners. Performs a thorough review of plans and specifications to become intimately familiar with the details of the project.
· Simultaneously complete a review of quantities and quotes with respect to plans and specifications to verify that all aspects are covered within the project budget and by vendors' quotes.
· Sets an overall schedule for the work keeping in mind special milestone dates, deliveries, and completion dates. Provide owners or stakeholders with weekly look ahead schedule. Coordinates with Superintendent and Supervisor for project direction and duration.

Erica Sittloh

Thornton, CO
720-841-6967
ericasittloh@yahoo.com

·

· Manages the process of change. Identification of changes, tabulating quantities, and visualization of the total cost impact through direct and indirect cost types. Complete budget breakdowns for approved change orders

· Reviews accumulation of costs as they relate to completion of various parts of the project. Knows where the budget is at each week, what costs and not hit yet, and project what it really will cost to finish the rest of the project.

· Follows the progress of field operations, materials onsite, and subcontractors to make sure billings are accurate and complete.

· DECEMBER 2019 – FEBRUARY 2022

· **Project Manager / Belair Sitework Services, Commerce City, CO**

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· APRIL 2014 – DECEMBER 2019

· **Project Manager / BT Construction, Henderson, CO**

Education

FEBRUARY 2018

Certificate in Construction Project Management / Colorado State University, Denver, CO

JULY 2019

FMI – Project Manager Academy / Denver, CO

Graduated from Thornton High School 2001 (Student Body President 2001)

Software Expertise

Microsoft Office Suite (most recent used version Office 365) Microsoft Projects
Adobe Acrobat Professional
Bluebeam Revu
Viewpoint
Bid 2 Win
Heavy Job

VORTEX services

EQUIPMENT TRACKING

EXCAVATORS	UNIT # OR SN	ASSET #	HOURS TO DATE	NEXT SERVICE	HOURS LEFT	DATE REPORTED	SUPERVISOR	LAST SERVICED HOURS
KOMATSU 490	SNA42479	28M036	2847	2610	237	3/29/2022	JAIME	2110
VOLVO 350	SN 310481	28M037	2867	2666	201		DIEGO	2166
VOLVO 235	SN 311481	28M034	1759	1725	34		RALPH	1225
VOLVO 235	SN 314534	28M033	1185	1000	185		PABLO	500
KOMATSU 138	KMTPC189L01022580	28M021	9396	9734	-338		TERRY	9234
HITACHI 135	HCMDAF60H000100296	28M025	3302	3641	-339		TERRY	3141
EC480EL	RENTAL	RENTAL	5094				RALPH	RENTAL
EC300								

LOADERS	UNIT # OR SN	ASSET #	HOURS TO DATE	NEXT SERVICE	HOURS LEFT	DATE REPORTED	SUPERVISOR	LAST SERVICED HOURS
KOMATSU WA200	SN 01071504	28M019	6693	7193	-500		YARD	6693
VOLVO L120	SN 632599	28M039	2478	2847	-369		JAIME	2347
VOLVO L90	SN 624999	28M032	2383	2484	-101		DIEGO	1984
JOHN DEERE 524	SN 651146	28M017	4652	5020	-368		TERRY	4520
VOLVO L90	SN 624998	RENTAL	1522	#VALUE!	#VALUE!		JAIME	RENTAL
VOLVO L90	SN 625081	28M040	2409	2909	-500		RALPH	2409

BACKHOES	UNIT # OR SN	ASSET #	HOURS TO DATE	NEXT SERVICE	HOURS LEFT	DATE REPORTED	SUPERVISOR	LAST SERVICED HOURS
JOHN DEERE 410K	1T0410KXLEE275456	28M035	2277	2758	-481		YARD	2258
JOHN DEERE 310	T0310GX945945	28M017	5015	5515	-500		YARD	5015
JOHN DEERE 310	T0310GX962703	28M015	4749	5020	-271		YARD	4520
JOHN DEERE 310SL	1T310SLLLFF289376	28M031	2720	3220	-500		YARD	2720
JOHN DEERE 310	SN 141957	28M013	5886	6263	-377		30-36	5763

SKIDSTEER	UNIT # OR SN	ASSET #	HOURS TO DATE	NEXT SERVICE	HOURS LEFT	DATE REPORTED	SUPERVISOR	LAST SERVICED HOURS
BOBCAT S185	530317930	28M008	4249	4749	-500		JAIME	4249
BOBCAT S185	525023096	28M010	3874	4374	-500		TERRY	3874
BOBCAT S250R	ASGM36785	28M006	2279	2558	-279		TERRY	2058

COMPACTORS	UNIT # OR SN	ASSET #	HOURS TO DATE	NEXT SERVICE	HOURS LEFT	DATE REPORTED	SUPERVISOR	LAST SERVICED HOURS
BOMAG ROLLER	SN 101586051068	28M042					JAIME	533
BOMAG ROLLER	RENTAL	RENTAL					RALPH	3918
DYNAPAC	CA152	28M004					YARD	

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Vortex Services, LLC

is an entity formed or registered under the law of Delaware , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191680938 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/15/2022 that have been posted, and by documents delivered to this office electronically through 11/16/2022 @ 09:35:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/16/2022 @ 09:35:48 in accordance with applicable law. This certificate is assigned Confirmation Number 14468428 .

Secretary of State of the State of Colorado

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

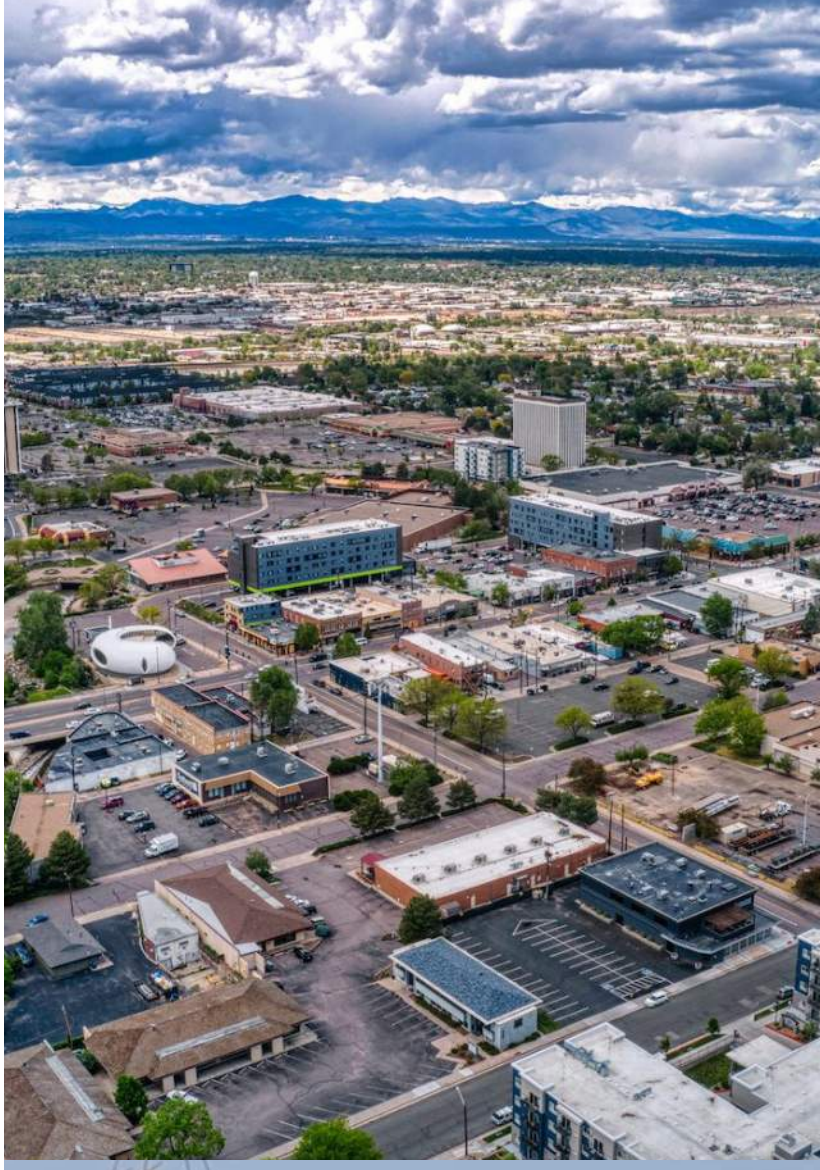
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary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

VORTEX services

STATEMENT OF QUALIFICATIONS

81st and Kipling

SANITARY SEWER IMPROVEMENT PROJECT

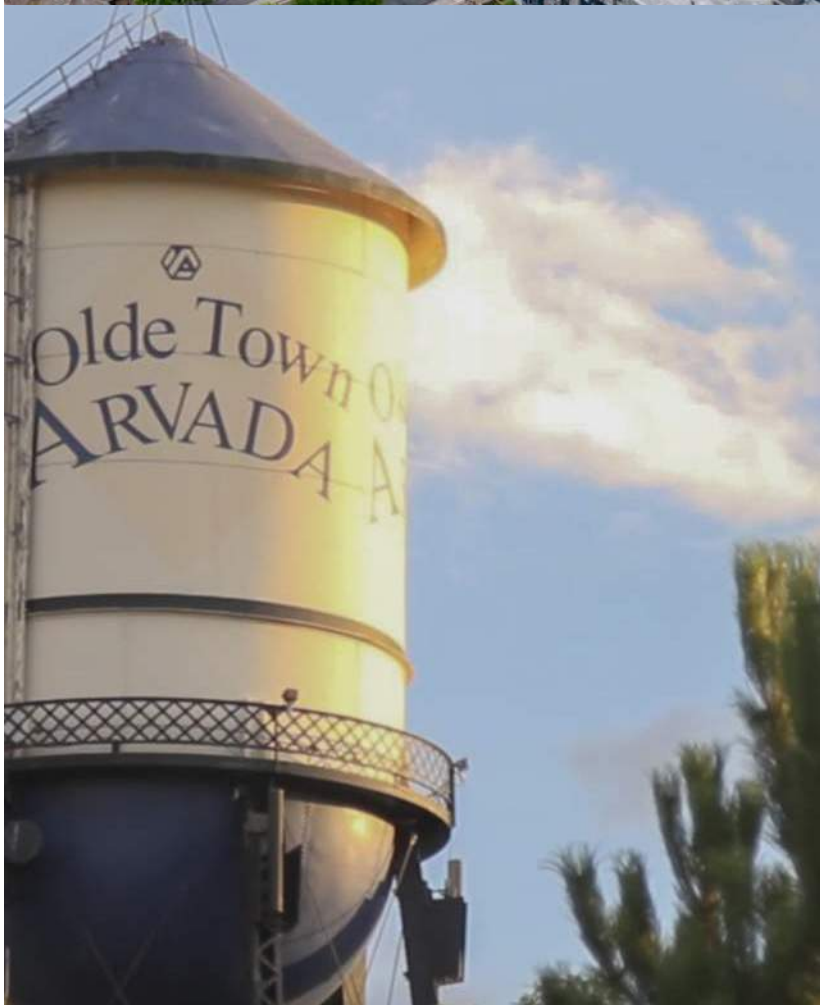


SUBMITTAL DATE:
December 2, 2022
5:00 pm MST

SUBMITTED BY:
Vortex Services
4891 Independence St.
Suite 180
Wheatridge, CO 80033
Office: (303) 467-0909

POINT OF CONTACT:
Sam Marshall, Regional Vice President
P: 505-974-1396
E: smarshall@vortexcompanies.com

CITY OF ARVADA



DECEMBER 2, 2022

DOREEN MAZZA
PROCUREMENT SPECIALIST
CITY OF ARVADA
8101 RALSTON RD.
ARVADA, CO 80002

RE: SOQ Submittal for the 81st and Kipling Sanitary Sewer Improvement Project

SUBJECT: Vortex Services, LLC Statement of Qualifications for the 81st and Kipling Sanitary Sewer Improvement Project.

Dear Doreen,

Vortex Services is proud to submit this SOQ for the 81st and Kipling Sanitary Sewer Improvement Project.

As a newer name in the local contracting market, Vortex Services acquired Ricor Services, a well-respected open cut utility contractor in September 2017. Originally located in Arvada, Ricor Services dates back to 1980 when it's founder, Wally Rice, first opened its doors. Committed to customer service and a job done right, Ricor developed a reputation in the Denver Metro area as a trusted and valued contractor. Until his untimely passing earlier this year, Mr. Rice remained very active in the business.

Staying true to Ricor's roots, the Rocky Mountain Region management team also has decades of experience building utility projects throughout the front range of Colorado. They bring integral knowledge of the local market and provide considerable experience on all sides of the contract in planning, negotiating, designing, and building utility projects.

Together, our blended Vortex team provides not only the time-honored success of Ricor's history of quality work as an open-cut uttility contractor, but also the cutting-edge future of Vortex's trenchless rehabilitation products and services.

We look forward to the opportunity to work alongside the City of Arvada to improve your infrastructure and continue building lasting relationships.

In the meantime, if you have any question relating to our SOQ, please do not hesitate to contact me by phone: 505-974-1396 or by email: smarshall@vortexcompanies.com.

All the best,

Sam Marshall
Vortex Services Regional Vice President

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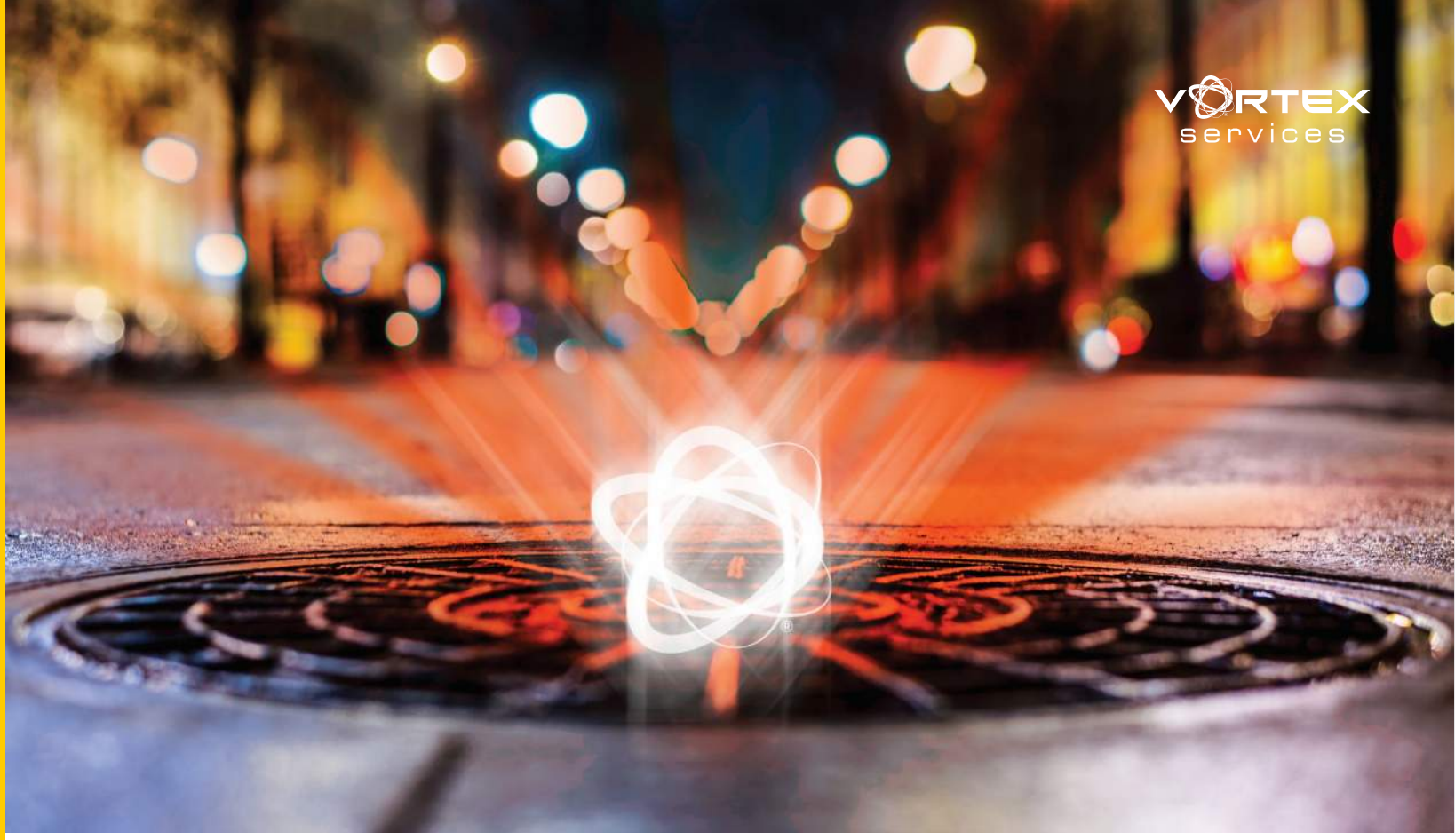
i. Temporary Bypass Project Details

VORTEX services

Company History



Vortex Services, LLC

Although the name Vortex Services may be new to the Denver market, the company certainly is not new to it. Previously known as Ricor Services, the company was acquired by the Vortex Companies in 2017. Ricor was originally founded in 1980 by Wally Rice, who throughout his career, earned a reputation in the Denver Metro area as a trusted, knowledgeable and valued open-cut contractor.

ABOUT THE VORTEX COMPANIES

Founded in 2015, the Vortex Companies is strictly focused on delivering innovative and cost-effective infrastructure repair solutions on both a national and international scale. This unique approach allows the company to effectively design, develop, manufacture, and/or commercialize a wide variety of products and services in one space. Vortex's ability to do this affords it the opportunity to partner with its customers in order to choose the right solution option for their projects and long-term business needs. Additionally, within each of the company's divisions is a legacy of industry experts, time-tested products and proven performance dating back to 1972.

VORTEX COMPANIES

- Vortex Services, LLC
- Vortex Lining Systems, LLC
- Vortex Products
- Schwalm USA
- Quadex®, LLC
- Vortex Industrial Solutions, LLC
- Vortex Mexico
- Vortex Europe

GENERAL CONTRACTING LICENSES

The Vortex family of companies are registered General Contractors in 20 states. A list of state licenses for specific license information is available upon request.

NUMBER OF YEARS IN BUSINESS

Vortex was founded in 2015. Over the last 6+ years Vortex has grown tremendously both organically and through several strategic acquisitions. Through our acquisitions Vortex has acquired companies that were established as far back as 1972. Thus, while Vortex as a whole was founded in 2015, an overwhelming majority of the personnel and companies representing the Vortex portfolio have experience that far outdate 2015.

U.S. OFFICE LOCATIONS

Houston, TX
Corporate Office

Wheatridge, CO
Vortex Services - Rocky Mountain Region

Freehold, NJ
Vortex Services - Mid-Atlantic

Greenville, SC
Vortex Products

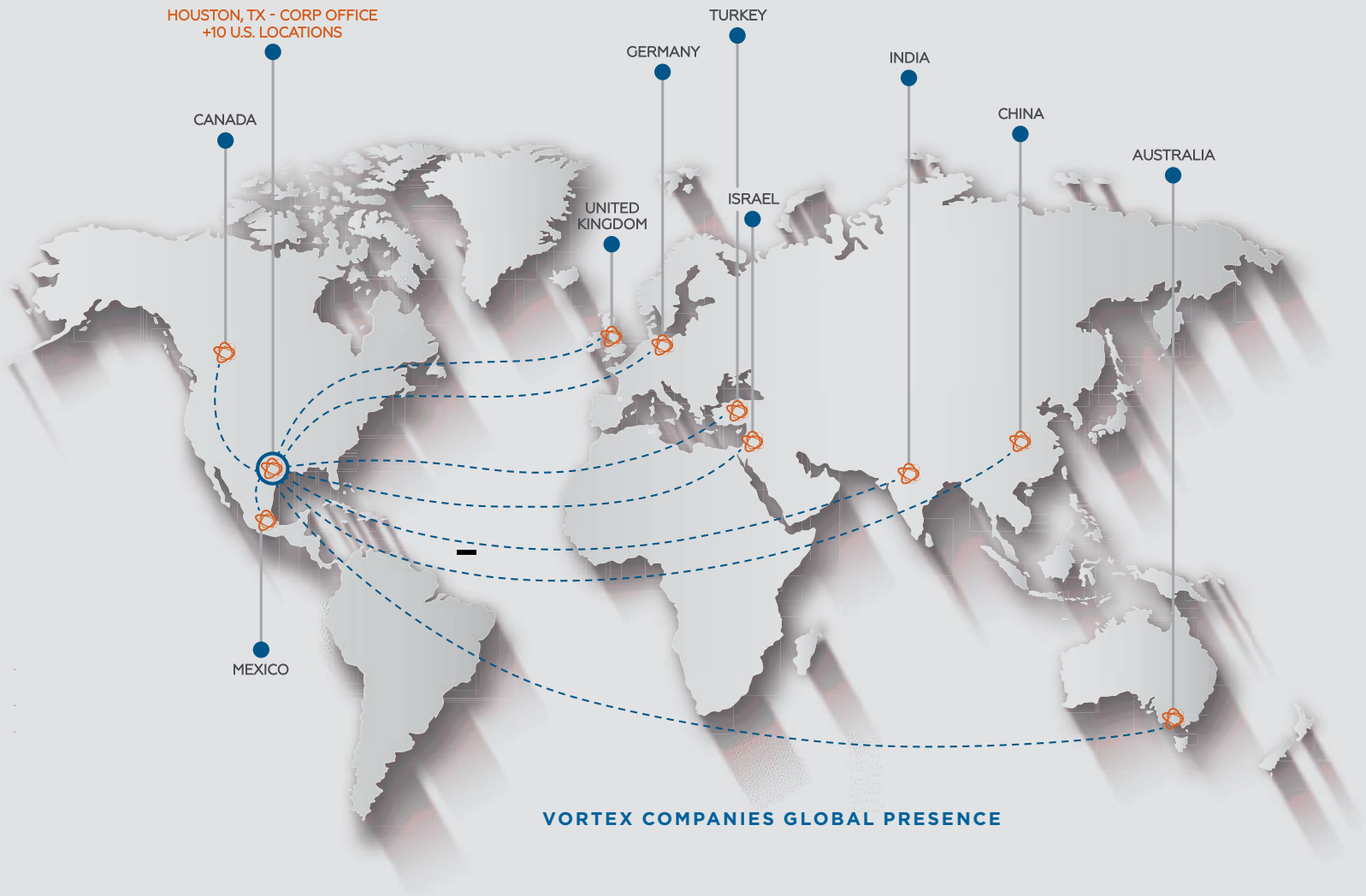
Livermore, ME
Vortex Services - Northeast

Sandy, UT
Vortex Products

Sumner, WA
Vortex Services - Northwest

Tampa, FL
Vortex Services - Florida

Winder, GA
Vortex Services - Southeast

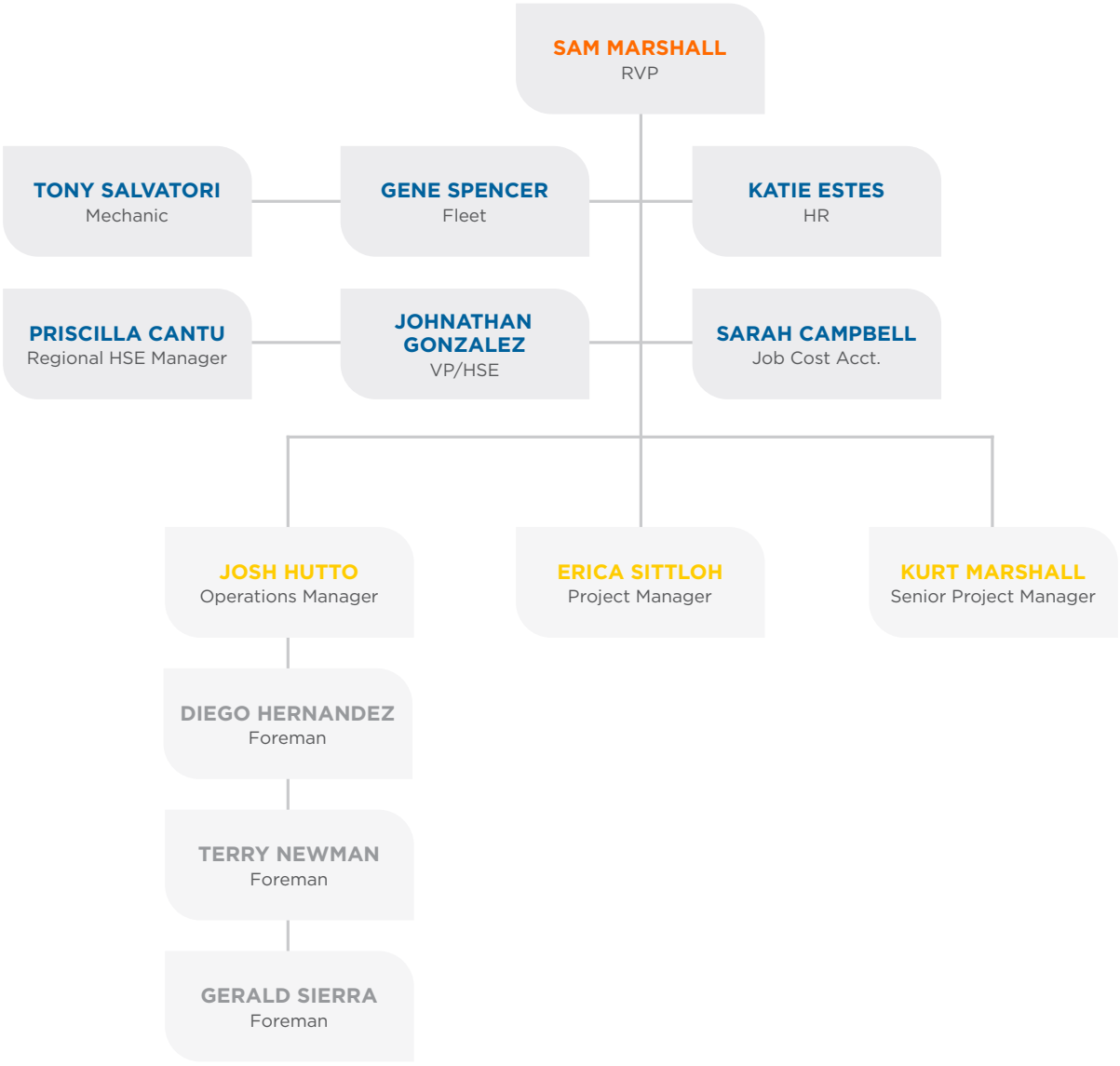


VORTEX COMPANIES GLOBAL PRESENCE

1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

Organizational Chart

VORTEX services



1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

Relevant Project Experience

Reference Project Summary

PROJECT: 64TH AND DOWNING RELIEF SEWER

Scope: 3,040LF 10" SDR-35; **1,493LF 18" SDR-35; 1,175LF 18" SDR-26**; 55LF Jack and Bore; 33EA New Sewer Taps and Reconnections; 19EA Manholes; CLSM Backfill; Imported Backfill; Trench Stabilization; Asphalt Restoration; Abandon 16 Existing Manholes
Owner: NWSWSD
Engineer: Merrick
Value: $1,476,003.00
Completed: 2020

PROJECT: WATERVIEW EAST OFF-SITE SANITARY SEWER FOUNTAIN

Scope: **1,920 21" SDR-35**; 7 Manholes
Owner: Widefield Water and Sanitation District
Engineer: Stantec Consulting Inc.
Value: $485,760.00
Completed: 2020

PROJECT: FICCO SELF WAREHOUSES, 4840 VAN GORDON STREET WHEAT RIDGE

Scope: 195LF 6" SDR-35 PVC Sanitary Sewer; 310LF 6" Firelines; 300LF 1" Type K Copper; **1,258LF 18" SDR-35 Storm Sewer; 513LF 24" SDR-35 Storm Sewer**; 2EA Storm Inlets; 3EA Storm Manholes; 24" FES, Storm Water Quality Pond Outlet Structure, Concrete Trickle Channel, Concrete Forebay, Concrete Apron
General Contractor: DCB Construction Company
Engineer: HVS Engineering Inc.
Value: $285,900.00
Completed: 2018

PROJECT: DEVONSHIRE BLVD SANITARY SEWER RELOCATION WELBY

Scope: **784LF 18" SDR-35**; 3EA Manholes; 58LF Steel Casing
Owner: Regional Rail Partners
Engineer: Stantec Consulting Inc.
Value: $176,400.00
Completed: 2018

Temporary Bypass Qualifications

Temporary Bypass Qualifications

TEMPORARY BYPASS PROJECT SUMMARY

For this project, Vortex Services will sub-contract with Rain For Rent, located in Fort Lupton, Colorado. This company has a long history of exceptional work and has provided the following projects for reference. Complete details for each project are located in the Appendix section of this SOQ.

Sub-Contractor: Rain For Rent
Address: 1682 Denver Ave | Fort Lupton, CO 80621
Contact: Ken Estes
Phone: 303-901-3316
Email: kestes@rainforent.com

PROJECT NAME AND DESCRIPTION: 24" SEWER BYPASS

Contact information: Cheyenne Board of Public Works | (307) 637-6460
Diameter of Pipe Bypassed: 2018 - 12" Suction Line with 300LF 12" HDPE Discharge 7,000 GPM Peak and 1,000 GPM minimum.
Duration of Bypass: 10 days

PROJECT NAME AND DESCRIPTION: 2018 SEWER REHAB

Contact information: Ames Construction | (303) 363-1000
Diameter of Pipe Bypassed: 2021 - 24" Clay Sewer 8" Suction Hose, 160LF 6" Discharge 1,260 GPM
Duration of Bypass: 3 days

PROJECT NAME AND DESCRIPTION: I-70 & HARLAN DR. BYPASS

Contact information: Colorado Civil Infrastructure | (303) 777-5101
Diameter of Pipe Bypassed: 2022 - 6" Suction and 20LF 6" Discharge 800 GPM
Duration of Bypass: 3 days

PROJECT NAME AND DESCRIPTION: EAST 56TH & CHAMBERS BYPASS

Contact information: Ames Construction | (303) 363-1000
Diameter of Pipe Bypassed: 2022 - 12" Suction Hose and 715LF of 12" Discharge 5,588 GPM Peak flow
Duration of Bypass: 7 days

PROJECT NAME AND DESCRIPTION: SHEEP DRAW SANITARY SEWER CROSSING

Contact information: Coyote Ridge Construction | (970) 776-9165
Diameter of Pipe Bypassed: 2021 - 12" Suction Hose and 2,400LF 12" Discharge Line
Duration of Bypass: 33 days

VORTEX services

Safety Program

Overview

Vortex Services, LLC comprehensive HASP provides guidance for the performance of individual job tasks within the framework of appropriate Occupational Safety & Health Administration (OSHA) standards. Our Project Specific Safety Plan (PSSP) is a **detailed plan of safety and health** information, requirements, and regulations that Vortex Services will follow while conducting all work on the project. The work this PSSP covers includes all management, supervision, labor, transportation, facilities, materials, tools, equipment, and documentation. This project specific plan is written to address the safety and health aspect of the project's work requirement. Prior to the start of work, Vortex Services will assign a designated Health and Safety Officer (HSO) who **will lead the project specific compliance, procedures, communication, and safe work practices**. Included within the HSO job functions, will be a Job Hazard Analysis (JHA) of the work to be performed. The JHA focuses on job specific tasks to identify hazards or potential exposures before they occur, as well as the relationship between the worker, the task, the tools, and the work environment. **WE ARE SAFE** is not just a tag line but is our most critical core value at Vortex!

SCAN TO VIEW VORTEX SAFETY MANUAL

JOHNATHAN GONZALEZ, CSP | VP OF HEALTH, SAFETY AND ENVIRONMENTAL

Responsible for the development, update, direction and implementation of health, safety, and environmental programs. Oversee the integration of recently merged companies. Lead efforts to unify, clarify, and update administrative policies and health programs while building a culture of respect and collaboration. Other responsibilities include: Leading, performing and reviewing incident investigations to protect employee welfare and reduce accidental losses. Lead auditing crews to ensure vendor, contractor, and customer safety. Respond to compliance inquiries from applicable regulatory state and federal agencies. Act as a resource and subject matter expert in matters relating to health, safety, and environmental as well as Industrial Hygiene practices.

INDUSTRY EXPERIENCE
15 + years

EDUCATION

University of Houston Clear Lake
Bachelor of Science - Double Major, Industrial Hygiene and Occ. Safety

San Jacinto College
General Studies both at San Jacinto and the University of Maryland Asian Division

U.S. Marine Corps
Personnel Administration School, Leadership and Communication Training

Deer Park High School
High School Diploma

Highlights & Qualifications

- Certified Safety Professional (CSP)
- Bilingual - Fluent in both English and Spanish
- Supervised and mentored the development of Area HSE Managers
- Effectively managed large areas, maintenance and capital projects alike
- Successfully prepared multiple sites for VPP Star Certification
- Six years of Military Experience
- Scaffold Training Institute (STI) Competent Person Trainer
- Strong presentation skills; comfortable speaking in front of large groups
- Red Cross CPR, First Aid and AED instructor (Must be renewed)
- OSHA and MSHA Instructor
- HAZWOPER 40, 24 Hour Instructor
- Smith System and PIT instructor
- Proficient in Windows and Microsoft Office Software
- Able to make difficult decisions in a stressful environment
- Superior performance awards received for site performance and personnel management

Vortex HSE Team

Supervision/Management

- Our Corporate Team is made up of five (5) safety professionals who oversee both the Service and Products Operations.
- The team has successfully overseen the safety of both field and office personnel while onboarding employees at all levels throughout the company.

Appendix

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

Liquid Ingenuity®

To: Bryce Bowman
Branch: 70
Customer: Cheyenne Board of Public Works
Project: 2018 Sewer Rehab

ENGINEER: Bryce Reed
DATE: 12/29/2017
ENG JOB NO: 01-15627
ENG DOC NO: 01-15627-01-01
OPPORTUNITY NO: 258689-17
REVISION: **Original**

GIVEN INFORMATION:

This recommendation is for a sewer bypass with a peak flow of 7,000 GPM and a minimum flow of 1,000 GPM. The manhole is 10.0ft deep from rim to invert, and requires 4.00ft of surcharge to meet submergence and NPSH requirements of the pump for a maximum lift from water level to grade is 6.00ft. The site elevation is 5,929ft above sea level. The discharge is 300 linear feet away with no elevation change to discharge.

ENGINEERED SOLUTION:

Professionally engineered solution to ensure a safely designed, and operable system.

SYSTEM PARAMETERS:

Flow:	7,000 gpm <Peak>	Static Suction Lift:	6.0 ft (fluid level to grade)
TDH:	36.27 ft	Sys. Static Head:	9.29 ft
Fuel Burn:	2.51 gal/h	Total Friction Losses:	26.98 ft
DP:	**3,500gpm @ 36.3ft TDH**	Required Submergence:	3.50 ft (suction line to fluid level)

PUMPS, PIPE, & HOSE: (approximate total lengths)

(3) DV-200c (2 Primary, 1 Backup)
(3) 25LF +/- of 12" Suction Hose
(3) 300LF +/- of 12" HDPE SDR 17

***Spillguards, PipeStax, and Hose Bridges are recommended**

SYSTEM DESIGN NARRATIVE:

Primary and Backup pumping shall consist of three (3) DV-200c's (2 Primary, 1 Backup) self-priming centrifugal pumps. The suction off of each pump shall be 12" Suction Hose **with a 12" Tee on the end to reduce submergence to 3.50ft to prevent vortexing at peak flow.** The discharge off of each pump shall be 12" HDPE SDR 17 running individually to each discharge location. Air/vacuum vents are recommended at the pump station and high points along the discharge pipeline.

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

To: Bryce Bowman
Branch: 70
Customer: Cheyenne Board of Public Works
Project: 2018 Sewer Rehab

Liquid Ingenuity

ENGINEER: Bryce Reed
DATE: 12/29/2017
ENG JOB NO: 01-15627
ENG DOC NO: 01-15627-01-01
OPPORTUNITY NO: 258689-17
REVISION: **Original**

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	DV-200c	2	3,500 gpm each	7,000 gpm	36.3 ft
Backup Pump(s):	DV-200c	1	3,500 gpm each		36.3 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Suction - Individual	Discharge - Individual
Type	Suction Hose	HDPE SDR 17
Minimum Pressure Rating	Full Vacuum	100 psi
Fitting	Flanged	Flanged/Fused
Nominal Dia (in)	12	12
I.D. (in)	12.000	11.160
Length (ft)	25	300
Max Flow (gpm)	3,500	3,500
Max Velocity (ft/s)	9.9	11.5
C-Value	140	145

CALCULATIONS:

Total Suction Lift - Peak Flow Rate

Friction Loss (FT)	Description	K- Value
6.00	Ft. Lift: Water ==> Grade	
3.29	Ft. Pump Height	
0.57	Ft. Pipe Hf- 12" x 25' Suction Hose	
0.60	Ft. (1) 12" 90° Elbow	0.39
1.19	Ft. (1) 12" Tee	0.78
0.30	Ft. Entrance Loss	0.78
11.9	**FT**	
5.2	**PSI**	

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description	K-Value
11.95	Ft. Total Suction Lift	
9.04	Ft. Pipe Hf- 12" x 300' HDPE SDR 17	
10.85	Ft. (1) 8" Check Valve	1.40
0.20	Ft. (1) 12" Gate Valve	0.10
0.80	Ft. (1) 12" 90° Elbow	0.39
1.38	Ft. (1) 8" x 12" Reducer	0.31
2.05	Ft. Exit Loss	1.00
0.00	Ft. Elevation Change	
36.3	**FT**	
15.7	**PSI**	

Net Positive Suction Head

Site Elevation:	5,930	Ft.
Atmospheric:	27.3	Ft.
Vapor Loss @ 70 Deg F:	0.8	Ft.
Total suction head:	11.9	Ft.
$NPSH_A$:	14.6	Ft.
$NPSH_R$:	12.5	Ft.
	OKAY	

Fuel Consumption

Pump:	DV-200c
Pump Efficiency:	74%
Pump Flow:	3,500 gpm
Pump TDH:	36.3 ft
Fuel Consumption:	**2.5 gph**

Suction Hose/Pipe Required Minimum Submergence = 3.50 ft

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * \mathrm{L}\left(\frac{100}{C}\right)^{1.85}\left(\frac{Q^{1.85}}{d^{4.8655}}\right)$$

Fitting Loss:

$$h_f = K\left(\frac{V^2}{2g}\right)$$

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

Rain For Rent

CURVE: 01-0133-02-16

PUMP : DV-200c

SUCTION	DISCHARGE	MAX. SPHERE	IMPELLER	IMPELLER	IMPELLER & WEAR RINGS
12"	8"	3.375"	2 VANE	14.00"	CAST IRON

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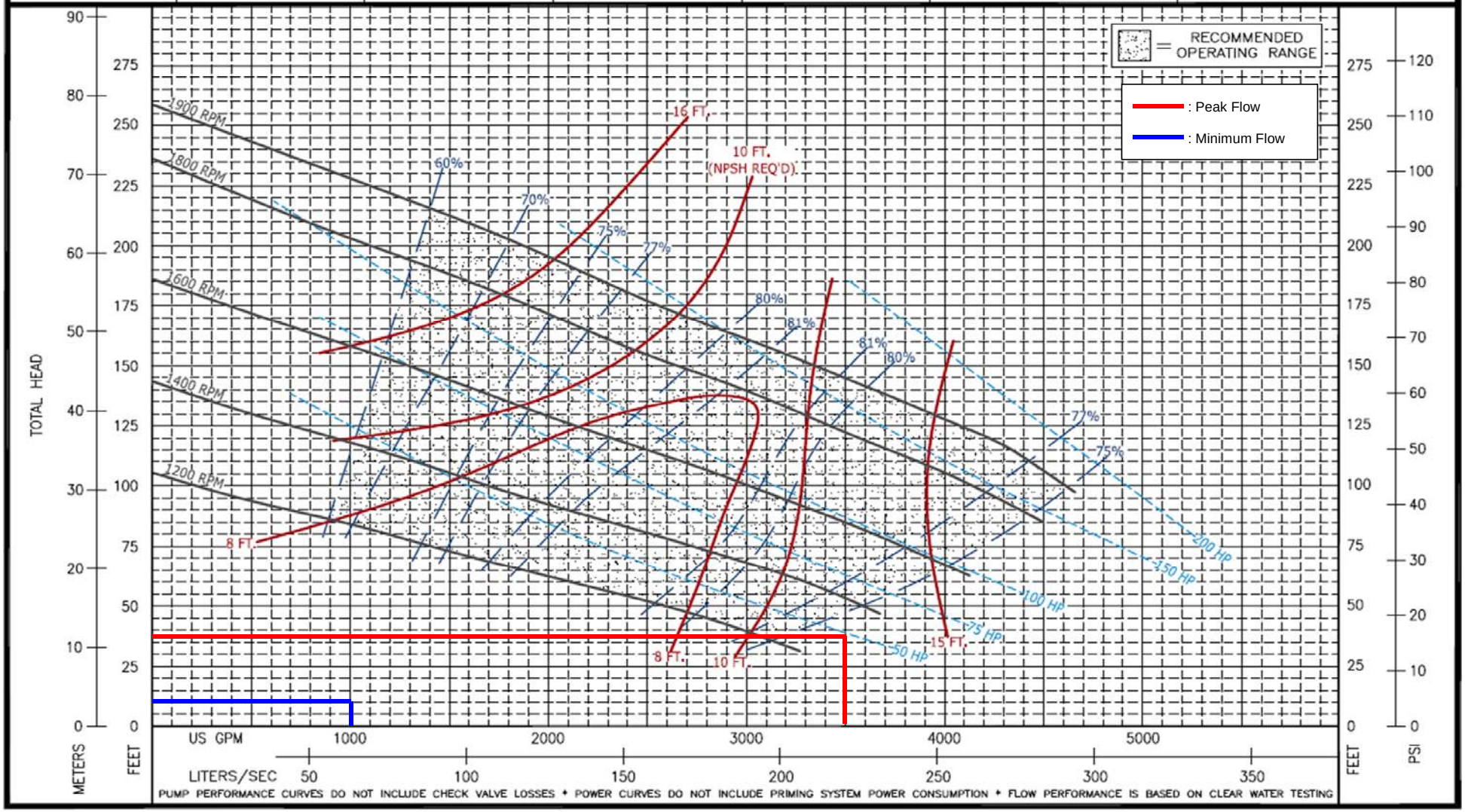

Transfer of System Operations

Date:	Time:
Weather / Temperature:	

S M T W Th F S

Project Name: 2018 Sewer Rehab	Location:
Customer / Client:	Manager:
Contract #:	Rain for Rent Rep:
Rain for Rent Engineering Job #: 01-15627-01-01	

System Details

Hydrotest Passed? Y N	Start Time:
	End Time:
PSI Achieved:	
Pressure Source:	

Design Flows: 7,000 GPM
Actual Flows:
Ideal System RPM:
Max. Suction Lift: 10.00 ft
Min. Submergence: 3.50 ft

System Performance Acknowledgement / Understanding

	Both Party Initials	
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements		
The system may shut down due to (but not limited to) excessive debris, stuck rags/mops/rope, lack of fuel, excessive flows, exceeded suction lift, etc.		
It is the duty of _____ to ensure the functionality of the system if such things cause the disruption of system performance; this process may involve removal of pump parts to remove debris/obstructions		
Rain for Rent has recommended that at least ___ men, trained on this system, be on site at all times w/ backup lifting equipment/tools necessary to ensure timely restoration of a down system		
Contact with sewage or non-potable water sources poses a health hazard; proper PPE and immunizations are necessary to prevent illnesses to those working on this system		
Your Rain for Rent contact person is _____ and can be reached at _____		
If Rain for Rent responds to system issues that are not the fault of Rain for Rent, you will be billed on a T&M basis with a minimum 4 hour call out time		
Increasing the system RPM's will not always increase flow rates; Use recommended settings. If flows exceed system design, customer is responsible for resulting issues that will occur		
Spills not caused by Rain for Rent will be the responsibility of the customer to mitigate		

I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

_____ **(Print Name)**

_____ **(Sign)**

Rain for Rent Approval

_____ **(Print Name)**

_____ **(Sign)**

RO# WO#

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

Liquid Ingenuity

To: Ken Estes
Branch: 1056
Customer: Ames Const
Project: 24" sewer bypass

ENGINEER: Martin Mendoza
DATE: 12/8/2020
ENG JOB NO: 01-22064
ENG DOC NO: 01-22064-01-01
REVISION: **Original**

GIVEN INFORMATION:

This recommendation is for a sewer bypass with a peak flow of 1,260 gpm. The water level to grade is 9 feet and the site elevation is 5,280 feet above sea level. The discharge is 160 linear feet with 0 feet of elevation change. Flow was calculated using Manning's equation for open channel flow. The parameters used were 24in clay pipe, observed at 3/8 full and 2% slope. Mannings coefficient of roughness used was 0.014.

ENGINEERED SOLUTION:

Professionally engineered solution to ensure a safely designed, and operable system.

SYSTEM PARAMETERS:

Flow:	1,260 gpm <Peak>	Static Suction Lift:	9.0 ft (Fluid Level to Grade)
TDH:	55 ft	Sys. Static Head:	11.0 ft
Fuel Burn:	1.4 gph per pump	Total Friction Losses:	44.0 ft
DP:	**1,260gpm @ 55ft TDH**	Required Submergence:	3.33 ft (Suction Line to Fluid Level)

PUMPS, PIPE, & HOSE: (approximate total lengths)

(2) SiteMax 3000 6" x 6" (1 Primary, 1 Backup)

Alternate Option:
DV-150i-SA

(2) 20LF +/- 8in Suction Hose <--- Suction
(2) 20LF +/- 6in HD Tank Hose <--- Discharge
(1) 160LF +/- 6in HDPE SDR 17 <--- Common Discharge

***Spillguards, PipeStax, and Hose Bridges are recommended**

SYSTEM DESIGN NARRATIVE:

Rain for Rent proposes a system composed of (2) SiteMax 3000 6" x 6" (1 Primary, 1 Backup) self-priming, diesel, centrifugal pumps capable of pumping 1,260 gpm each. The suction off each pump will be 8in Suction Hose with a minimum submergence of 3.33ft to prevent vortexing. Improper suction submergence may cause vortexing, which allows air into the suction pipe causing a decrease in pumping performance, as well as a risk in losing prime. Suction lines should be separated at least 8in from outer diameter to outer diameter, if not pump performance may be impaired. The discharge from each pump will consist of 6in HD Tank Hose going to a 6in tee. Discharge off the tee will be a single 6in HDPE SDR 17 line going to the open discharge location. Air/vacuum vents are required at the pump station and at high points along the pipeline. Each pump shall have isolation valves and individual suction pipes. Throttle the pump as needed.

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

To: Ken Estes
Branch: 1056
Customer: Ames Const
Project: 24" sewer bypass

Liquid Ingenuity

ENGINEER: Martin Mendoza
DATE: 12/8/2020
ENG JOB NO: 01-22064
ENG DOC NO: 01-22064-01-01
REVISION: **Original**

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	SiteMax 3000 6" x 6"	1	1,260 gpm each	1,260 gpm 1.8 mgd	54.7 ft
Backup(s):	SiteMax 3000 6" x 6"	1	1,260 gpm each		

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Suction - Pump	Discharge - Pump	Discharge - Common
Type	Suction Hose	HD Tank Hose	HDPE SDR 17
Minimum Pressure Rating (psi)	Full Vacuum	150	100
Fitting	Bauer	Flanged	Fused/Flanged
Nominal Dia (in)	8	6	6
I.D. (in)	8.000	6.000	5.798
Length (ft)	20	20	160
Max Flow (gpm)	1,260	1,260	1,260
Max Velocity (ft/s)	8.0	14.3	15.3
C-Value	140	140	145

CALCULATIONS:

Total Suction Lift - Peak Flow Rate

Friction Loss (FT)	Description
9.00	Ft. Lift: Fluid Level ==> Grade
1.95	Ft. Pump Height
0.49	Ft. Pump Suction Piping
1.27	Ft. Suction Valves/Fittings/Etc.
0.50	Ft. Entrance Loss
13.2	**FT**
5.7	**PSI**

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description
13.21	Ft. Total Suction Lift
1.99	Ft. Pump Discharge Piping
4.77	Ft. Pump Discharge Valves/Fitting/Etc.
4.77	Ft. Check Valve(s)
3.28	Ft. Manifolding
5.46	Ft. Common Discharge Valves/Fittings/Etc.
17.63	Ft. Common Discharge Piping
0	Ft. Forcemain Pressure Required
0.00	Ft. Elevation Change
3.64	Ft. Exit Loss
54.7	**FT**
23.7	**PSI**
	OKAY

Net Positive Suction Head

Site Elevation:	5,280 Ft.
Atmospheric:	28.0 Ft.
Vapor Loss @ 70 Deg F:	0.8 Ft.
Total suction head:	13.2 Ft.
$NPSH_A$:	14.0 Ft.
$NPSH_R$:	7.0 Ft.
	OKAY

Calculated HP Fuel Consumption
(Actual fuel usage may be higher)

Pump Efficiency:	70%
Pump Flow:	1,260 gpm
Pump TDH:	54.7 ft
Fuel Consumption:	**1.4 gph**

Recommended Suction Submergence:	**3.33 ft**
Recommended Suction Seperation:	**8 in**

*Outside Diameter to Outside Diameter

Recommended Wall & Floor Clearance:	**4 in**

*Outside Diameter to Structure

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * \mathrm{L}\left(\frac{100}{C}\right)^{1.85}\left(\frac{Q^{1.85}}{d^{4.8655}}\right)$$

Fitting Loss:

$$h_f = K\left(\frac{V^2}{2g}\right)$$

Suction Line Submergence:

$$S = d_i + 0.574\left(\frac{Q}{d_i^{1.5}}\right)$$

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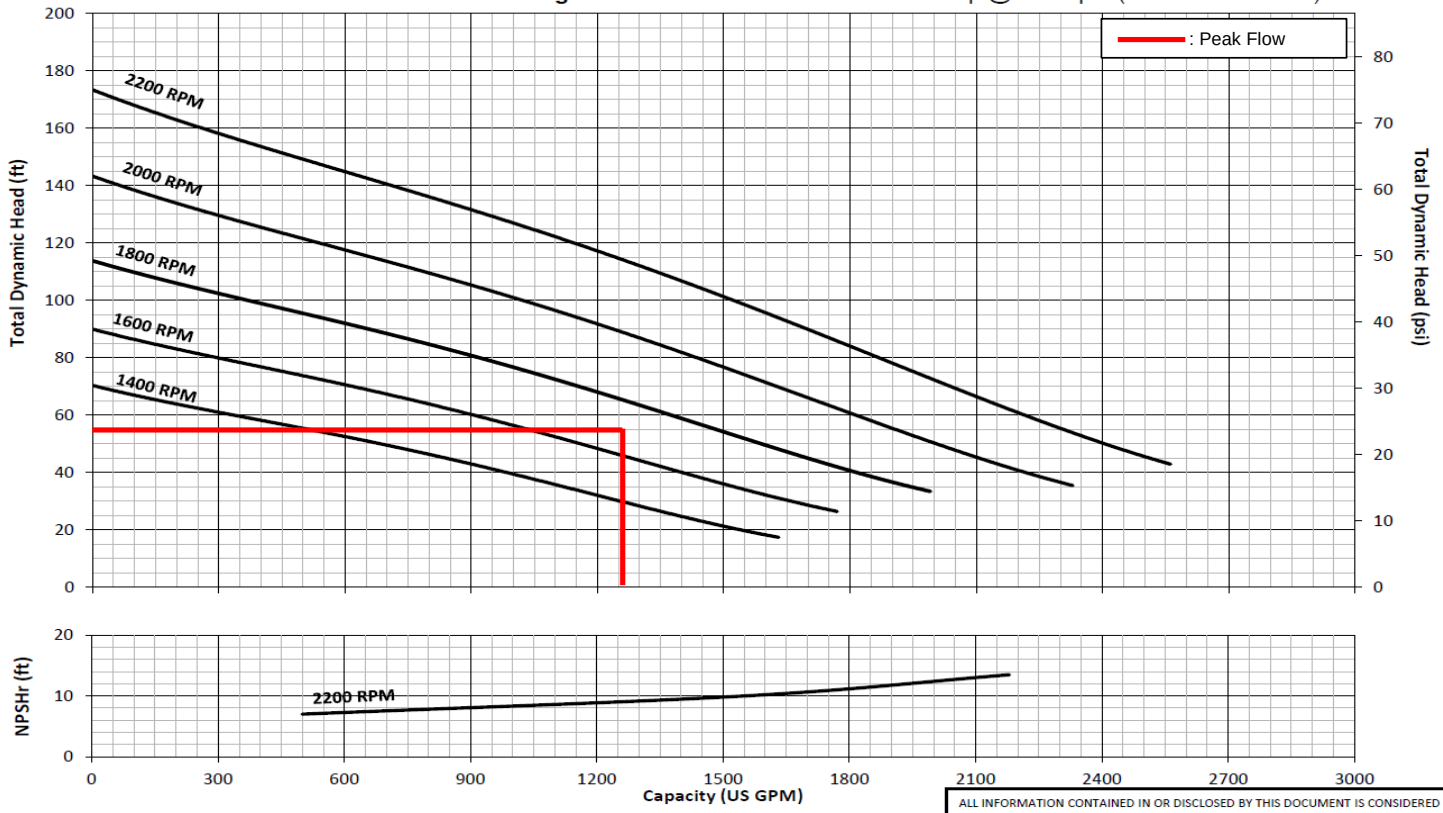
SiteMax 3000

Suction: 6" **Discharge:** 6" **Impeller Dia:** 11.26" **Solids Handling:** 3.0"
Engine Model: Kubota V3307-T iT4 74.3hp @ 2600rpm (Gross Intermittent)



CONFIDENTIAL

- PUMP PERFORMANCE CURVE INCLUDES CHECK VALVE LOSSES.
- FLOW PERFORMANCE IS BASED ON CLEAR WATER TESTING.

ALL INFORMATION CONTAINED IN OR DISCLOSED BY THIS DOCUMENT IS CONSIDERED CONFIDENTIAL AND PROPRIETARY BY POWER PRIME PUMPS. ALL DISCLOSURES OF DESIGN INFORMATION AND REPRODUCTION OF THIS DOCUMENT AND ALL SALES RIGHTS ARE EXCLUSIVELY RESERVED BY AND TO POWER PRIME PUMPS AND COMMUNICATION OF THIS INFORMATION TO OTHERS IS PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF POWER PRIME PUMPS.

Transfer of System Operations

Date:	Time:
Weather / Temperature:	

S M T W Th F S

Project Name: 24" sewer bypass	Location:
Customer / Client:	Manager:
Contract #:	Rain for Rent Rep:
Rain for Rent Engineering Job #: 01-22064-01-01	

System Details

Hydrotest Passed? Y N	Start Time:
	End Time:
PSI Achieved:	
Pressure Source:	

Design Flows: 1,260 gpm
Actual Flows:
Ideal System RPM:
Max. Suction Lift Fluid ==> Grade: 9'
Min. Submergence: 3 ft

System Performance Acknowledgement / Understanding

	Both Party Initials	
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements		
The system may shut down due to (but not limited to) excessive debris, stuck rags/mops/rope, lack of fuel, excessive flows, exceeded suction lift, etc.		
It is the duty of _____ to ensure the functionality of the system if such things cause the disruption of system performance; this process may involve removal of pump parts to remove debris/obstructions		
Rain for Rent has recommended that at least ___ men, trained on this system, be on site at all times w/ backup lifting equipment/tools necessary to ensure timely restoration of a down system		
Contact with sewage or non-potable water sources poses a health hazard; proper PPE and immunizations are necessary to prevent illnesses to those working on this system		
Your Rain for Rent contact person is _____ and can be reached at _____		
If Rain for Rent responds to system issues that are not the fault of Rain for Rent, you will be billed on a T&M basis with a minimum 4 hour call out time		
Increasing the system RPM's will not always increase flow rates; Use recommended settings. If flows exceed system design, customer is responsible for resulting issues that will occur		
Spills not caused by Rain for Rent will be the responsibility of the customer to mitigate		

I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

_____ **(Print Name)**

_____ **(Sign)**

Rain for Rent Approval

_____ **(Print Name)**

_____ **(Sign)**

RO# WO#

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

Liquid Ingenuity

ENGINEER: K. Daneke
DATE: 4/28/2022
ENG JOB NO: 01-25098
ENG DOC NO: 01-25098-01-01
QUOTE NO:
REVISION: **Original**

To: Tyson Chavez
Branch: 1056 (Fort Lupton, CO)
Customer: Colorado Civil Infrastructure
Project: I-70 and Harlan Drive Sewer Bypass

GIVEN INFORMATION:

This is a recommendation for a sewer bypass. Site elevation is 5, 342 gpm with a suction lift of 4 feet from fluid level to grade. The discharge length is 20 LF with no change in elevation.

ENGINEERED SOLUTION:

Professionally engineered solution to ensure a safely designed, and operable system.

Prak Flow :

Flow:	800	gpm <Peak>	Static Suction Lift:	4.0	ft (fluid level to grade)
TDH:	65	ft	Sys. Static Head:	6.6	ft
fuel burn:	1.4	gph per pump	Total Friction Losses:	58.4	ft
DP:	**800gpm @ 65ft TDH**		Required Submergence:	2.3	ft (suction line to fluid level)

Minimum Flow :

Flow:	120	gpm <Peak>	Static Suction Lift:	4.0	ft (fluid level to grade)
TDH:	47	ft	Sys. Static Head:	6.6	ft
fuel burn:	0.8	gph per pump	Total Friction Losses:	40.4	ft
DP:	**120gpm @ 47ft TDH**		Required Submergence:	0.3	ft (suction line to fluid level)

PUMPS, PIPE, & HOSE: (approximate total lengths)

(2) DV100B SD SA Pump (1 primary, 1 backup)
(2) 20LF+/- 6" PVC Suction Hose
(2) 20LF+/- 6" HD Tank Hose

***Spillguards, PipeStax, and Hose Bridges are recommended**

SYSTEM DESIGN NARRATIVE:

The system shall consist of two (2) DV100B SD SA pumps (1 primary, 1 backup) each conveying 800 gpm. Each pump shall have individual 6" PVC suction hose with a tee on the end and a required minimum submergence of 2.3 feet. Each pump shall have individual 6" HD Tank hose discharge lines running to an open discharge. It is recommended a valve is placed on the discharge of each pump and is partially closed to improve pump performance. It is recommended the pump are operated on floats to accommodate low flow conditions.

Air/vacuum vents are required at the pump station, at high points along the pipeline and every 2,000LF. Each pump shall have isolation valves and individual suction pipes. Note: Depending on size of the manhole, it may be advisable for the customer to build a temporary suction manhole/structure to ensure suction pipes have enough separation. Improper suction submergence may cause vortexing which allows air into the suction pipe causing a decrease in pumping performance as well as a risk in losing prime. Suction stingers should be faced away from each other, if not pump performance may be impaired.

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

To: Tyson Chavez
Branch: 1056 (Fort Lupton, CO)
Customer: Colorado Civil Infrastructure
Project: I-70 and Harlan Drive Sewer Bypass

Liquid Ingenuity

ENGINEER: K. Daneke
DATE: 4/28/2022
ENG JOB NO: 01-25098
ENG DOC NO: 01-25098-01-01
QUOTE NO: 0
REVISION: **Original**

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	DV100B SD SA	1	800 gpm each	800 gpm MGD	64.8 ft
Backup Pump(s):	DV100B SD SA	1	800 gpm each		64.8 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Suction - Pump	Discharge - Pump
Type	PVC Hose	HD Tank Hose
Minimum Pressure Rating	Full Vacuum	125 psi
Fitting	Victaulic	Victaulic
Nominal Dia (in)	6	6
I.D. (in)	6.000	6.000
Length (ft)	20	20
Max Flow (gpm)	800	800
Max Velocity (ft/s)	9.1	9.1
C-Value	140	140

CALCULATIONS:

Total Suction Lift - Peak Flow Rate

Friction Loss (FT)	Description
4.00	Ft. Lift: Fluid Level ==> Grade
2.60	Ft. Pump Height
0.86	Ft. Pump Suction Piping
1.73	Ft. Suction Valves/Fittings/Etc.
0.25	Ft. Entrance Loss
9.4	**FT**
4.1	**PSI**

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description
9.44	Ft. Total Suction Lift
0.86	Ft. Pump Discharge Piping
3.50	Ft. Pump Discharge Valves/Fitting/Etc.
11.02	Ft. Check Valve(s)
0.00	Ft. Manifolding
0.00	Ft. Common Discharge Piping
0.00	Ft. Common Discharge Valves/Fittings/Etc.
40.00	Ft. Backpressure from Valve
0.00	Ft. Exit Loss
0.00	Ft. Elevation Change
64.8	**FT**
28.1	**PSI**

Net Positive Suction Head

Site Elevation:	5,342	Ft.
Atmospheric:	27.9	Ft.
Vapor Loss @ 70 Deg F:	0.8	Ft.
Total suction head:	9.4	Ft.
$NPSH_{A:}$	17.7	Ft.
$NPSH_{R:}$	10.0	Ft.
	OKAY	

Calculated HP Fuel Consumption*

Pump Efficiency:	55%
Pump Flow:	800 gpm
Pump TDH:	64.8 ft
Fuel Consumption:	**1.4 gph**

*actual fuel usage may be higher

Suction Hose/Pipe Required Minimum Submergence =	**2.3 ft**
Recommended Suction Pipe/Hose Separation =	**6 in (OD to OD)**

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * \mathrm{L}\left(\frac{100}{C}\right)^{1.85}\left(\frac{Q^{1.85}}{d^{4.8655}}\right)$$

Fitting Loss:

$$h_f = K\left(\frac{V^2}{2g}\right)$$

Submergence:

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RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

To: Tyson Chavez
Branch: 1056 (Fort Lupton, CO)
Customer: Colorado Civil Infrastructure
Project: I-70 and Harlan Drive Sewer Bypass

Liquid Ingenuity

ENGINEER: K. Daneke
DATE: 4/28/2022
ENG JOB NO: 01-25098
ENG DOC NO: 01-25098-01-01
QUOTE NO: 0
REVISION: **Original**

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	DV100B SD SA	1	120 gpm each	120 gpm MGD	47.0 ft
Backup Pump(s):	DV100B SD SA	1	120 gpm each		47.0 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Suction - Pump	Discharge - Pump
Type	PVC Hose	HD Tank Hose
Minimum Pressure Rating	Full Vacuum	125 psi
Fitting	Victaulic	Victaulic
Nominal Dia (in)	6	6
I.D. (in)	6.000	6.000
Length (ft)	20	20
Max Flow (gpm)	120	120
Max Velocity (ft/s)	1.4	1.4
C-Value	140	140

CALCULATIONS:

Total Suction Lift - Peak Flow Rate

Friction Loss (FT)	Description
4.00	Ft. Lift: Fluid Level ==> Grade
2.60	Ft. Pump Height
0.03	Ft. Pump Suction Piping
0.04	Ft. Suction Valves/Fittings/Etc.
0.01	Ft. Entrance Loss
6.7	**FT**
2.9	**PSI**

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description
6.67	Ft. Total Suction Lift
0.03	Ft. Pump Discharge Piping
0.08	Ft. Pump Discharge Valves/Fitting/Etc.
0.25	Ft. Check Valve(s)
0.00	Ft. Manifolding
0.00	Ft. Common Discharge Piping
0.00	Ft. Common Discharge Valves/Fittings/Etc.
40.00	Ft. Backpressure from Valve
0.00	Ft. Exit Loss
0.00	Ft. Elevation Change
47.0	**FT**
20.4	**PSI**

Net Positive Suction Head

Site Elevation:	5,342	Ft.
Atmospheric:	27.9	Ft.
Vapor Loss @ 70 Deg F:	0.8	Ft.
Total suction head:	6.7	Ft.
$NPSH_A$:	20.5	Ft.
$NPSH_R$:	9.0	Ft.
	OKAY	

Calculated HP Fuel Consumption*

Pump Efficiency:	10%
Pump Flow:	120 gpm
Pump TDH:	47.0 ft
Fuel Consumption:	**0.8 gph**

*actual fuel usage may be higher

Suction Hose/Pipe Required Minimum Submergence =	**0.3 ft**
Recommended Suction Pipe/Hose Separation =	**6 in (OD to OD)**

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * \mathrm{L}\left(\frac{100}{C}\right)^{1.85}\left(\frac{Q^{1.85}}{d^{4.8655}}\right)$$

Fitting Loss:

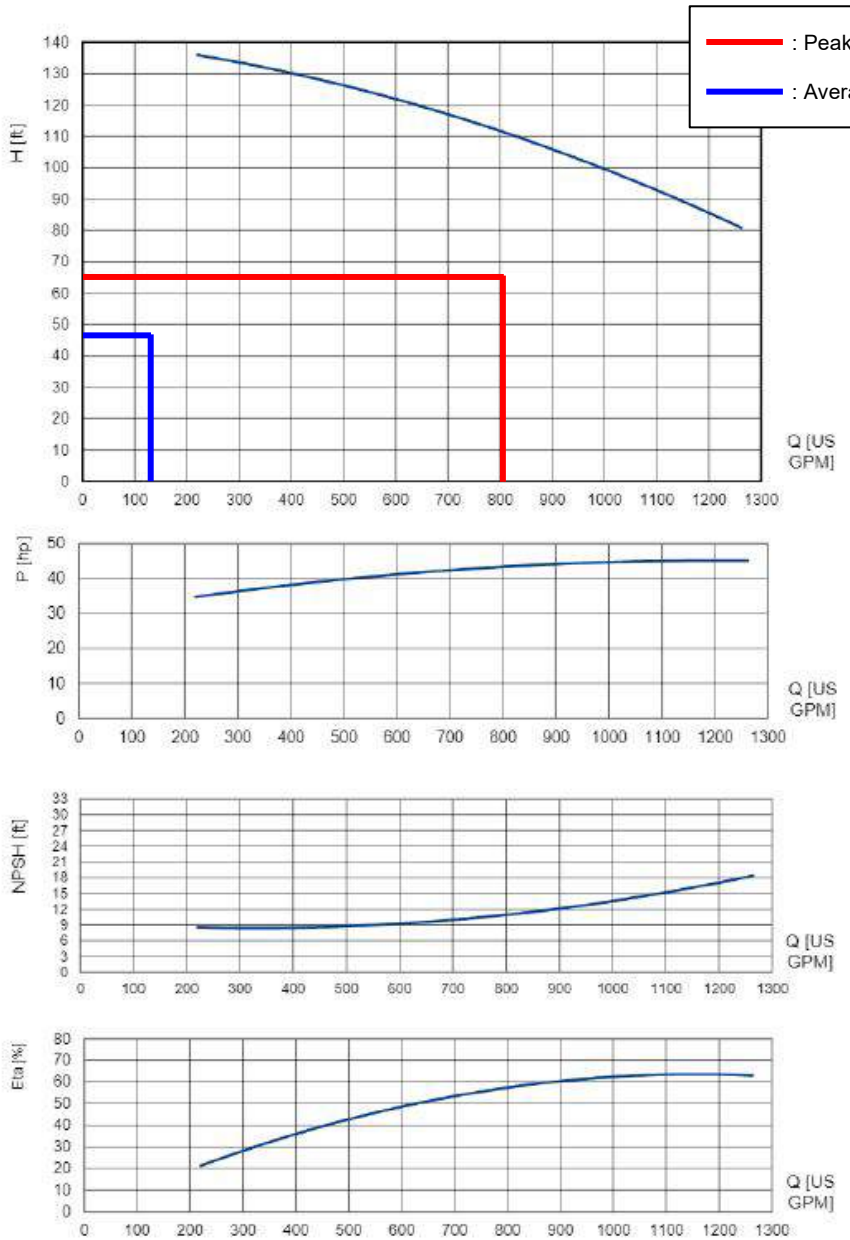
$$h_f = K\left(\frac{V^2}{2g}\right)$$

Submergence:

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

Pump Type: DV100B SD SA

Max Speed:	2100 rpm	Solids Handling (Free Passage):	3.15" (80 mm)
Impeller Diam:	265-6 mm	Suction:	6" (DN150)
Wear Plate:	Standard	Discharge:	4" (DN100)



BBA Pumps

Transfer of System Operations

Date:	Time:
Weather / Temperature:	

S M T W Th F S

Project Name: I-70 and Harlan Drive Sewer Bypass	Location:
Customer / Client:	Manager:
Contract #:	Rain for Rent Rep:
Rain for Rent Engineering Job #: 01-25098-01-01	

System Details

Hydrotest Passed? Y N	Start Time:
	End Time:
PSI Achieved:	
Pressure Source:	

Design Flows: 800gpm
Actual Flows:
Ideal System RPM:
Max. Suction Lift Fluid ==> Grade: 4ft
Min. Submergence: 2.3ft

System Performance Acknowledgement / Understanding

	Both Party Initials	
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements		
The system may shut down due to (but not limited to) excessive debris, stuck rags/mops/rope, lack of fuel, excessive flows, exceeded suction lift, etc.		
It is the duty of _____ to ensure the functionality of the system if such things cause the disruption of system performance; this process may involve removal of pump parts to remove debris/obstructions		
Rain for Rent has recommended that at least ___ men, trained on this system, be on site at all times w/ backup lifting equipment/tools necessary to ensure timely restoration of a down system		
Contact with sewage or non-potable water sources poses a health hazard; proper PPE and immunizations are necessary to prevent illnesses to those working on this system		
Your Rain for Rent contact person is _____ and can be reached at _____		
If Rain for Rent responds to system issues that are not the fault of Rain for Rent, you will be billed on a T&M basis with a minimum 4 hour call out time		
Increasing the system RPM's will not always increase flow rates; Use recommended settings. If flows exceed system design, customer is responsible for resulting issues that will occur		
Spills not caused by Rain for Rent will be the responsibility of the customer to mitigate		

I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

_____ **(Print Name)**

_____ **(Sign)**

Rain for Rent Approval

_____ **(Print Name)**

_____ **(Sign)**

RO# WO#

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

Liquid Ingenuity

To: Ken Estes
Branch: 1056 - Fort Lupton
Customer: Ames Construction
Project: East 56th & Chambers Bypass

ENGINEER: Bryce Reed
DATE: 11/7/2022
ENG JOB NO: 01-26103
ENG DOC NO: 01-26103-01-01
REVISION: **Original**
REVISED BY: N/A

GIVEN INFORMATION:

This recommendation is for a sewer bypass with a peak design flowrate of 12.45 CFS, or 5,588 GPM. The design flow has a 50% safety factor on top of data provided by Ames Construction which had the Instantaneous peak flow listed at 8.3 CFS, or 3,725 GPM on 10/28/22. The suction lift from water level to grade shall be no greater than 9.00ft. The site elevation is 5,313ft above sea level. The discharge is approximately 715 linear feet away and has a 4.00ft elevation drop to open discharge location.

ENGINEERED SOLUTION:

Professionally engineered solution to ensure a safely designed, and operable system.

SYSTEM PARAMETERS:

Flow:	5,588 gpm <Peak>	Static Suction Lift:	9.0 ft (fluid level to grade)
TDH:	76.66 ft	Sys. Static Head:	7.08 ft
Fuel Burn:	4.70 gal/h	Total Friction Losses:	69.58 ft
DP:	**2,794gpm @ 76.7ft TDH**	Required Submergence:	4.21 ft (suction line to fluid level)

PUMPS, PIPE, & HOSE: (approximate total lengths)

(4) DV200cLD (2 Primary,2 Backup) <--- DV-200cSD or DV200cHD maybe used as substitute
(4) 25LF +/- of 12" Suction Hose
(4) 20LF +/- of 12" HD Tank Hose
(2) 715LF +/- of 12" Aluminum Pipe <-- (1) Primary & (1) Backup Discharge Line

***Spillguards, PipeStax, and Hose Bridges are recommended**

SYSTEM DESIGN NARRATIVE:

Primary and Backup Pumping shall consist of four (4) DV200cLD's (2 Primary, 2 Backup) self-priming centrifugal pumps capable of operating at a duty point of 2,794gpm at 76.7ft TDH. The suction off of each pump shall be 12" Suction Hose **with a minimum required submergence of 4.21ft to prevent vortexing at peak flow.** The discharge off of each pump shall be 12" HD Tank Hose all manifolding together and two common 12" Aluminum Lines shall run to the open discharge location. Isolation valves on the discharge of each pump. Air/vacuum vents are recommended at the pump station and high points along the discharge pipeline. **Note: Fuel Consumption is based off of calculated HP, actual fuel usage may be higher. Discharge line includes one primary and one backup line. Please note, velocity limits are to be approached with caution. The specific conditions that the system is operating under must also be considered. Maximum velocities are to be applied at your discretion.**

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

To: Ken Estes
Branch: 1056 - Fort Lupton
Customer: Ames Construction
Project: East 56th & Chambers Bypass

Liquid Ingenuity

ENGINEER: Bryce Reed
DATE: 11/7/2022
ENG JOB NO: 01-26103
ENG DOC NO: 01-26103-01-01
REVISION: **Original**

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	DV200cLD	2	2,794 gpm each	5,588 gpm	76.7 ft
Backup Pump(s):	DV200cLD	2	2,794 gpm each		76.7 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Suction - Individual	Discharge - Individual	Discharge - Common
Type	Suction Hose	HD Tank Hose	Aluminum Pipe
Minimum Pressure Rating	Full Vacuum	65 psi	160 psi
Fitting	Flanged/Victaulic	Flanged/Victaulic	Victaulic
Nominal Dia (in)	12	12	12
I.D. (in)	12.000	12.000	11.834
Length (ft)	25	20	715
Max Flow (gpm)	2,794	2,794	5,588
Max Velocity (ft/s)	7.9	7.9	16.3
C-Value	140	140	130

CALCULATIONS:

Total Suction Lift - Peak Flow Rate

Friction Loss (FT)	Description	K- Value
9.00	Ft. Lift: Water ==> Grade	
2.08	Ft. Pump Height	
0.37	Ft. Pipe Hf- 12" x 25' Suction Hose	
1.10	Ft. Suction Fittings / Valving	
0.76	Ft. Entrance Loss	0.78
13.3	**FT**	
5.8	**PSI**	

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description	K-Value
13.31	Ft. Total Suction Lift	
0.30	Ft. Pipe Hf- 12" x 20' HD Tank Hose	
47.13	Ft. Pipe Hf- 12" x 715' Aluminum Pipe	
6.91	Ft. (1) 8" Check Valve	1.40
8.88	Ft. Discharge Fittings / Valving	
0.00	Ft. Pressure Required (0 psi)	
4.13	Ft. Exit Loss	1.00
-4.00	Ft. Elevation Change	
76.7	**FT**	
33.2	**PSI**	

Net Positive Suction Head

Site Elevation:	5313 Ft.
Atmospheric:	28.0 Ft.
Vapor Loss @ 70 Deg F:	0.8 Ft.
Total suction head:	13.3 Ft.
$NPSH_A$:	13.9 Ft.
$NPSH_R$:	11.5 Ft.
	OKAY

Calculated HP Fuel Consumption

Pump:	DV200cLD
Pump Efficiency:	80%
Pump Flow:	2,794 gpm
Pump TDH:	76.7 ft
Fuel Consumption:	**4.7 gph**

Suction Hose/Pipe Required Minimum Submergence :	**4.21**	**ft**
Recommended Suction Separation:	**12.00**	**in (OD to OD)**

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * \mathrm{L}\left(\frac{100}{C}\right)^{1.85}\left(\frac{Q^{1.85}}{d^{4.8655}}\right)$$

Fitting Loss:

$$h_f = K\left(\frac{V^2}{2g}\right)$$

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

Rain for Rent

CURVE: 01-0133-02-109

PUMP : DV200C LD

SUCTION	DISCHARGE	MAX. SPHERE	IMPELLER	IMPELLER	IMPELLER & WEAR RINGS
8"	8"	3.375"	2 VANE	12.75"	CA6NM / STEEL

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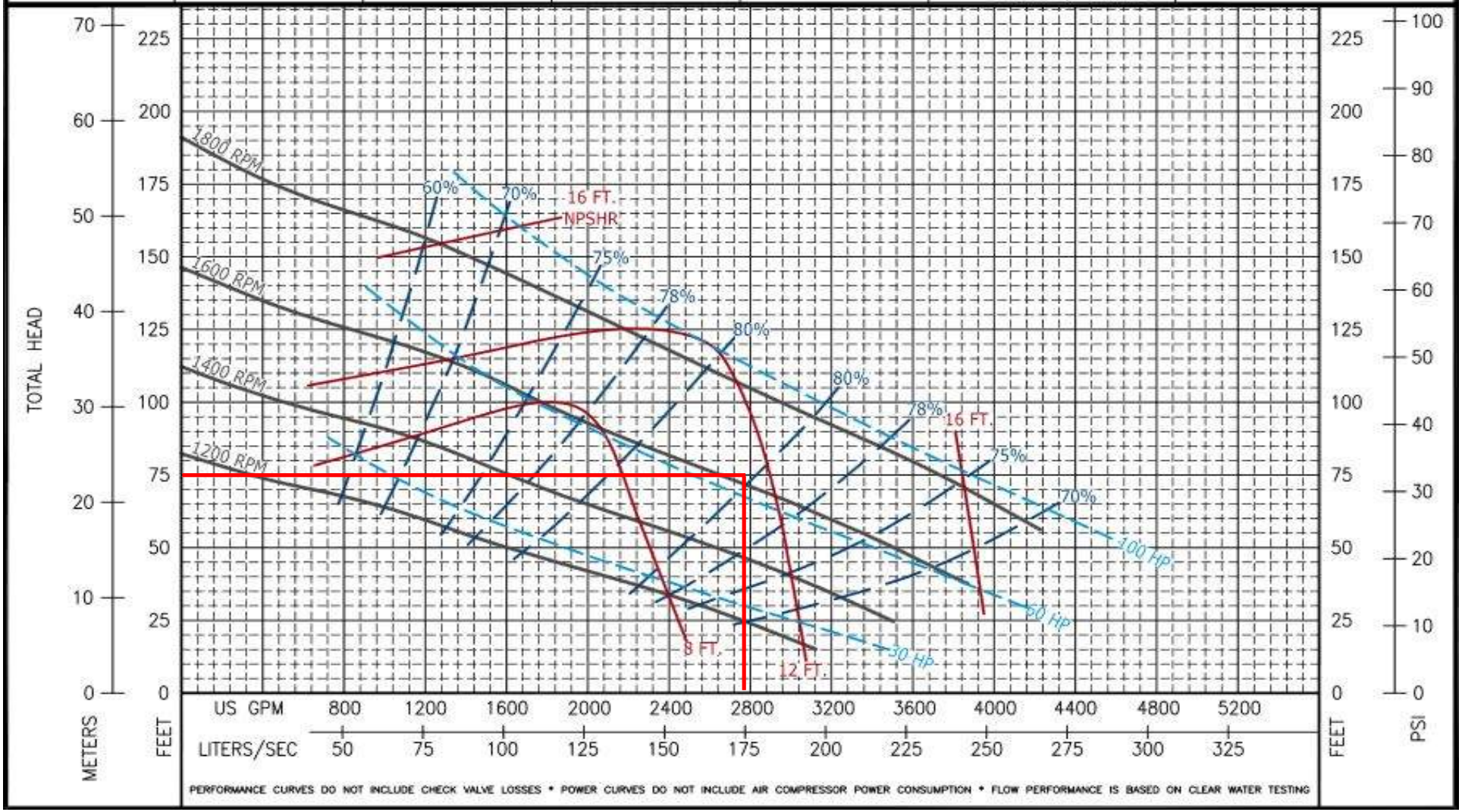

PERFORMANCE CURVES DO NOT INCLUDE CHECK VALVE LOSSES • POWER CURVES DO NOT INCLUDE AIR COMPRESSOR POWER CONSUMPTION • FLOW PERFORMANCE IS BASED ON CLEAR WATER TESTING

Transfer of System Operations

Date:	Time:
Weather / Temperature:	

S M T W Th F S

Project Name: East 56th & Chambers Bypass	Location:
Customer / Client:	Manager:
Contract #:	Rain for Rent Rep:
Rain for Rent Engineering Job #: 01-26103-01-01	

System Details

Hydrotest Passed? Y N	Start Time:
	End Time:
PSI Achieved:	
Pressure Source:	

Design Flows: 5,588 GPM
Actual Flows:
Ideal System RPM:
Max. Suction Lift: 9.00 ft
Min. Submergence: 4.21 ft

System Performance Acknowledgement / Understanding

	Both Party Initials	
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements		
The system may shut down due to (but not limited to) excessive debris, stuck rags/mops/rope, lack of fuel, excessive flows, exceeded suction lift, etc.		
It is the duty of _____ to ensure the functionality of the system if such things cause the disruption of system performance; this process may involve removal of pump parts to remove debris/obstructions		
Rain for Rent has recommended that at least ___ men, trained on this system, be on site at all times w/ backup lifting equipment/tools necessary to ensure timely restoration of a down system		
Contact with sewage or non-potable water sources poses a health hazard; proper PPE and immunizations are necessary to prevent illnesses to those working on this system		
Your Rain for Rent contact person is _____ and can be reached at _____		
If Rain for Rent responds to system issues that are not the fault of Rain for Rent, you will be billed on a T&M basis with a minimum 4 hour call out time		
Increasing the system RPM's will not always increase flow rates; Use recommended settings. If flows exceed system design, customer is responsible for resulting issues that will occur		
Spills not caused by Rain for Rent will be the responsibility of the customer to mitigate		

I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

_____ **(Print Name)**

_____ **(Sign)**

Rain for Rent Approval

_____ **(Print Name)**

_____ **(Sign)**

RO# WO#

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

Liquid Ingenuity

ENGINEER: Tim Harmening
DATE: 8/25/2020
ENG JOB NO: 01-21410
ENG DOC NO: 01-21410-01-01
REVISION: **Original**

To: Zach Armstrong
Branch: 1075
Customer: Coyote Ridge Construction
Project: Sheep Draw Sanitary Sewer Crossing

GIVEN INFORMATION:

This recommendation is for a bypass with a peak flow of 6,000gpm. The water level from grade is 11 feet and the site elevation is 4,750 feet above sea level. Discharge length is 1,200 linear feet with no elevation change.

ENGINEERED SOLUTION:

Professionally engineered solution to ensure a safely designed, and operable system.

SYSTEM PARAMETERS:

Flow:	6,000 gpm <Peak>	Static Suction Lift:	11.0 ft (fluid level to grade)
TDH:	56 ft	Sys. Static Head:	14.3 ft
fuel burn:	3.1 gph per pump	Total Friction Losses:	41.7 ft
DP:	**3,000gpm @ 56ft TDH**	Required Submergence:	4.45 ft (suction line to fluid level)

PUMPS, PIPE, & HOSE: (approximate total lengths)

(3) DV-200c (2 Primary, 1 Backup)
3 each 12" x 25' Suction Hose
30LF +/- of 12" Vic Aluminum---Individual Discharge
2,400LF +/- of 12" Vic Aluminum---Common Discharge (Dual 1,200LF lines)

***Spillguards, PipeStax, and Hose Bridges are recommended**

SYSTEM DESIGN NARRATIVE:

Primary and backup pumping shall consist of three (3) DV-200c pumps (2 primary, 1 backup) each pumping 3,000gpm. The suction off of each pump shall be 12" Suction Hose with a minimum submergence of 4.45' to prevent vortexing. Improper suction submergence may cause vortexing which allows air into the suction pipe causing a decrease in pumping performance as well as a risk in losing prime. Suction stingers should be faced away from each other, if not pump performance may be impaired. The discharge from each pump will consist of 12" Vic Aluminum that manifolds together into two (2) 12" Vic Aluminum lines to travel to the open discharge location. Air/vacuum vents are required at the pump station and at high points along the pipeline. Each pump shall have isolation valves and individual suction pipes.

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING
Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211

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REVISION: **Original**

To: Zach Armstrong
Branch: 1075
Customer: Coyote Ridge Construction
Project: Sheep Draw Sanitary Sewer Crossing

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	DV-200c	2	3,000 gpm each	6,000 gpm	55.6 ft
Backup Pump(s):	DV-200c	1	3,000 gpm each		55.6 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Suction - Pump	Discharge - Pump	Discharge - Common
Type	Suction Hose	Vic Aluminum	Vic Aluminum
Minimum Pressure Rating	Full Vacuum	160 psi	160 psi
Fitting			
Nominal Dia (in)	12	12	12
I.D. (in)	12.000	11.812	11.812
Length (ft)	25	20	1,200
Max Flow (gpm)	3,000	3,000	3,000
Max Velocity (ft/s)	8.5	8.8	8.8
C-Value	140	130	130

CALCULATIONS:

Total Suction Lift - Peak Flow Rate

Friction Loss (FT)	Description
11.00	Ft. Lift: Fluid Level ==> Grade
3.29	Ft. Pump Height
0.42	Ft. Pump Suction Piping
0.44	Ft. Suction Valves/Fittings/Etc.
0.88	Ft. Entrance Loss
16.0	**FT**
6.9	**PSI**

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description
16.03	Ft. Total Suction Lift
0.42	Ft. Pump Discharge Piping
1.92	Ft. Pump Discharge Valves/Fitting/Etc.
7.98	Ft. Check Valve(s)
2.81	Ft. Manifolding
0.00	Ft. Common Discharge Valves/Fittings/Etc.
25.26	Ft. Common Discharge Piping
0.00	Ft. Elevation Change
1.20	Ft. Exit Loss
55.6	**FT**
24.1	**PSI**

Net Positive Suction Head

Site Elevation:	4,750	Ft.
Atmospheric:	28.6	Ft.
Vapor Loss @ 70 Deg F:	0.8	Ft.
Total suction head:	16.0	Ft.
$NPSH_{A:}$	11.7	Ft.
$NPSH_{R:}$	9.3	Ft.
	OKAY	

Calculated HP Fuel Consumption
(Actual fuel usage may be higher)

Pump Efficiency:	78%	
Pump Flow:	3,000	gpm
Pump TDH:	55.6	ft
Fuel Consumption:	**3.1**	**gph**

Suction Hose/Pipe Required Minimum Submergence =	**4.45 ft**
Recommended Suction Separation=	**12.00 in**

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * \mathrm{L}\left(\frac{100}{C}\right)^{1.85}\left(\frac{Q^{1.85}}{d^{4.8655}}\right)$$

Fitting Loss:

$$h_f = K\left(\frac{V^2}{2g}\right)$$

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

Rain For Rent

CURVE: 01–0133–02–16

PUMP : **DV-200c**

SUCTION	DISCHARGE	MAX. SPHERE	IMPELLER	IMPELLER	IMPELLER & WEAR RINGS
12"	8"	3.375"	2 VANE	14.00"	CAST IRON

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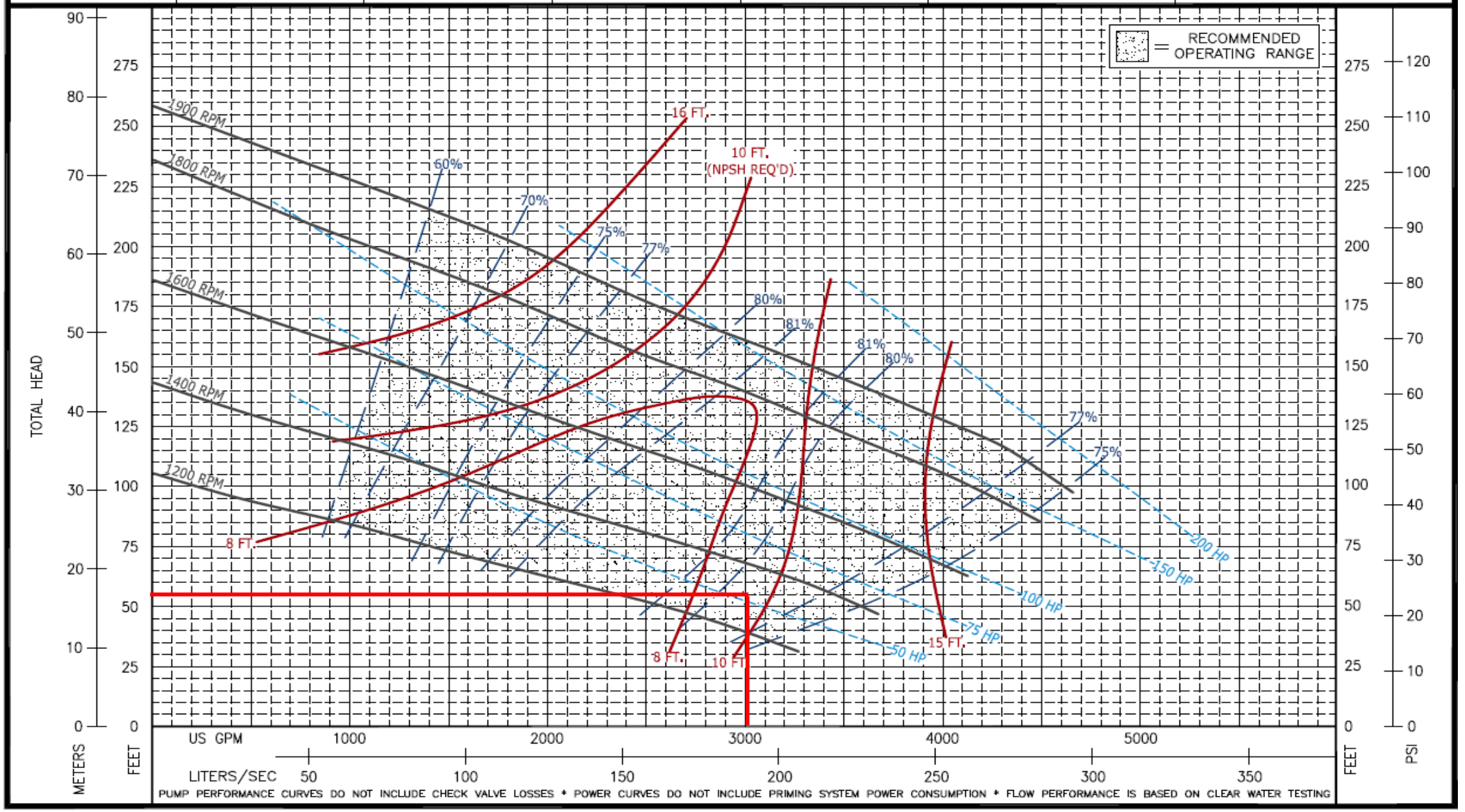

Transfer of System Operations

Date:	Time:
Weather / Temperature:	

S M T W Th F S

Project Name: Sheep Draw Sanitary Sewer Crossing	Location:
Customer / Client:	Manager:
Contract #:	Rain for Rent Rep:
Rain for Rent Engineering Job #: 01-21410-01-01	

System Details

Hydrotest Passed? Y N	Start Time:
	End Time:
PSI Achieved:	
Pressure Source:	

Design Flows: 6,000 gpm
Actual Flows:
Ideal System RPM:
Max. Suction Lift Fluid ==> Grade: 11'
Min. Submergence: 4.45 ft

System Performance Acknowledgement / Understanding

	Both Party Initials	
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements		
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I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

_____ **(Print Name)**

_____ **(Sign)**

Rain for Rent Approval

_____ **(Print Name)**

_____ **(Sign)**

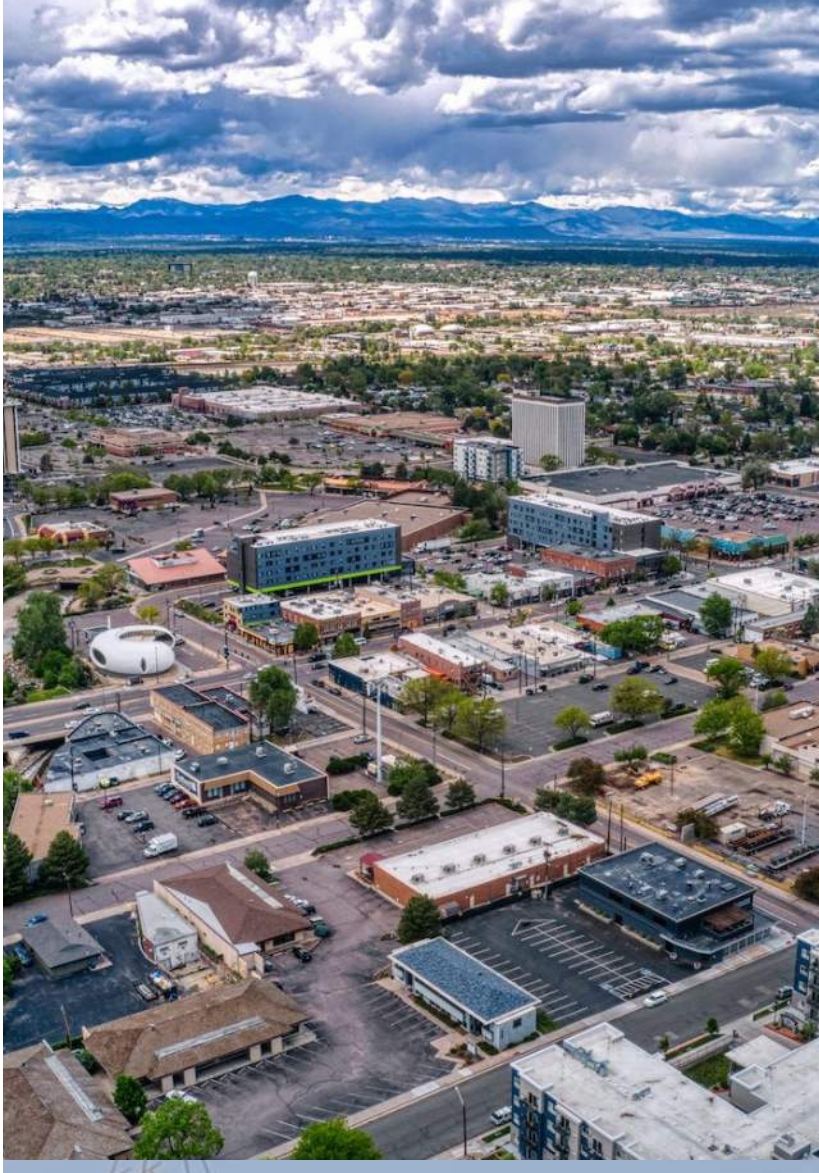
RO# WO#

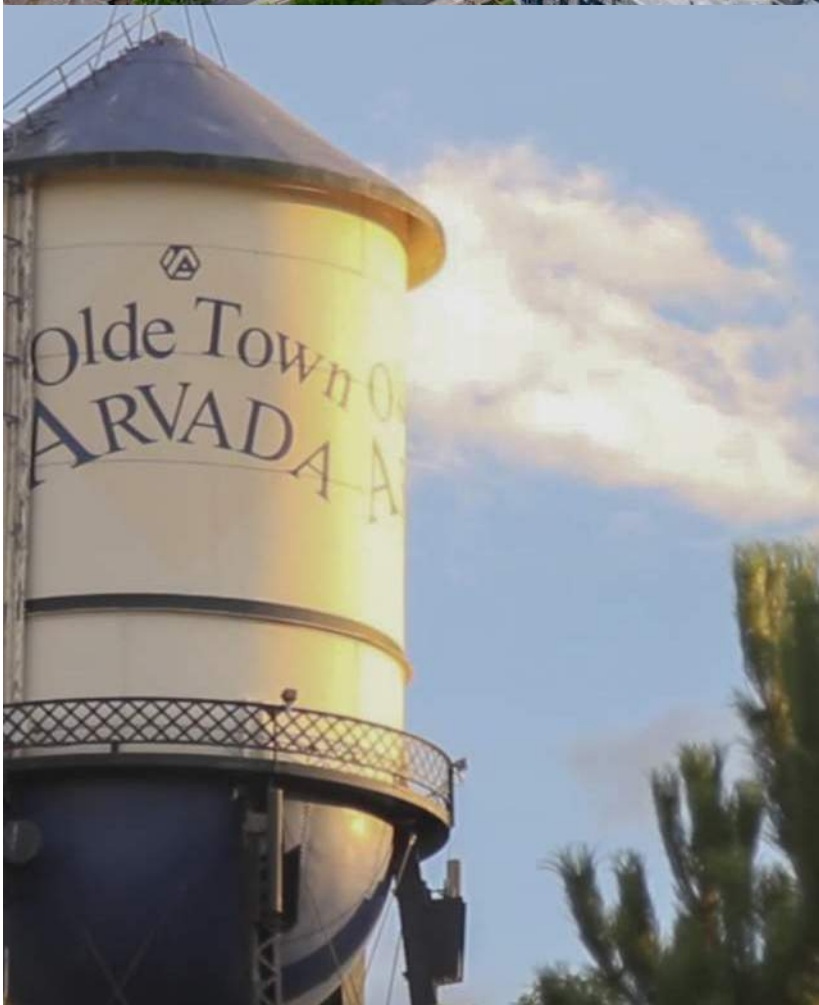
VORTEX services

WWW.VORTEXCOMPANIES.COM
SALES@VORTEXCOMPANIES.COM

1-855-WHYDIG1
18150 IMPERIAL VALLEY DR.
HOUSTON, TX 77060

CITY OF ARVADA





CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.8.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-008, A Resolution Authorizing a Consulting Contract Agreement by and between the City of Arvada and CDMSmith, Inc. for the Preliminary Design of the North Trunk Line Interceptor, in an Amount Not to Exceed $941,667, Project No. 22-SR-12

Report in Brief

Council action is requested on the attached resolution authorizing an agreement with CDM Smith Inc. for an amount not to exceed $941,667.00. This project involves the preliminary design and owner's representative services for the replacement and rehabilitation of approximately 45,000 feet of Arvada's sanitary sewer network. The North Trunk Line (NTL) was identified in the Sanitary Sewer Master Plan as needing upsized and rehabilitated in order to avoid future sanitary sewer system failures.

The Arvada team recommends that the City Council approve R23-008, A Resolution Authorizing an Agreement by and between the City of Arvada and CDM Smith Inc. for the North Trunk Sanitary Sewer – Preliminary Design, in an Amount Not to Exceed $941,667.00, Project No. 22-UTS-030.

Financial Impact

CIP Project: 22UTS030 – North Trunk Sanitary Sewer Preliminary Design
Financial Impact: $941,667.00
This is a one-time request for preliminary design and owners representative services.
Funding Source: Wastewater Enterprise

Background

The City recently completed a Sanitary Sewer Master Plan and the modeling results indicate that a majority of the North Trunk Line is currently at capacity during varying wet weather storm events. Proposed improvements include upsizing the existing 15-inch to 30-inch sewer mains with new sewer main ranging in size from 24-inch to 42-inch, realigning portions of the existing main to limit conflicts, and lining portions that have adequate capacity but have reached their serviceable life. As presented to Council in March, preliminary design of the North Trunk Line is the first step.

Discussion

On October 24, 2022, the City advertised a Request for Proposals for the North Trunk Sanitary Sewer Preliminary Design. Proposals for this project were received on November 18, 2022, and a total of five (5) proposals were received from the following firms:

1. CDM Smith
2. HDR
3. Landmark
4. Merrick
5. Stantec

Proposals were evaluated based on the following criteria: firm capabilities & team qualifications, project approach, relevance and success of reference projects, schedule, cost, and firm performance measures. Proposals submitted ranged in cost from

$840,900 to $1,895,880.

The proposal from CDM Smith provides the best value to the City. CDM Smith has the required project experience, staff experience and current availability to complete the preliminary design and provide owner's representative services. CDM Smith also proposed an ambitious schedule that will meet the City's goals for the replacement and rehabilitation of the North Trunk Line.

Public Contact

Posting of the City Council agenda.

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 included in the Infrastructure Priority Area:

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve R23-008, A Resolution Authorizing an Agreement by and between the City of Arvada and CDM Smith Inc. for the North Trunk Sanitary Sewer Preliminary Design, in an Amount Not to Exceed $941,667.00, Project No. 22-UTS-030.

Suggested Motion:

I move that R23-008, A Resolution Authorizing an Agreement by and between the City of Arvada and CDM Smith Inc., for the North Trunk Sanitary Sewer Preliminary Design, in an Amount Not to Exceed $941,667.00, Project No. 22-UTS-030, be (approved) (rejected).

Prepared by:
Mary Stahl, Senior Civil Engineer

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	12/15/2022
Jacqueline Rhoades, Public Works Director	12/19/2022
Bryan Archer, Director of Finance	12/19/2022

Tammy Hedlund, Legal Specialist	12/22/2022
Jessica Morales, Assistant City Attorney	12/23/2022
Don Wick, Deputy City Manager	12/27/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-008

A RESOLUTION AUTHORIZING A CONSULTING CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND CDM SMITH, INC. FOR THE PRELIMINARY DESIGN OF THE NORTH TRUNK LINE INTERCEPTOR, IN AN AMOUNT NOT TO EXCEED $941,667, PROJECT NO. 22-SR-12

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and CDM Smith Inc., in the amount of $941,667.00 for Design Services of the North Trunk Sanitary Sewer.

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

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND CDM SMITH, INC. FOR PROFESSIONAL SERVICES RELATING TO PRELIMINARY DESIGN OF THE NORTH TRUNK SANITARY SEWER IN AN AMOUNT NOT TO EXCEED $941,667.00 IN THE FIRST YEAR

1. **PARTIES.** The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 ("Arvada" or the "City") and CDM Smith, Inc., a Massachusetts Corporation, whose principal place of business is located at 555 17th Street, #500, Denver, CO 80202 ("Consultant" or "Contractor"). The Parties may be referred to individually as a "Party" and collectively as the "Parties."

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified engineering consulting firm to provide preliminary design and owner representative services for the replacement and rehabilitation of the City's North Trunk Sanitary Sewer Network.

2.2. On or about October 24, 2022, Arvada issued a Request for Proposal, 22-UTS-030 North Trunk Sanitary Sewer – Preliminary Design ("Arvada's RFP"), seeking responses from qualified entities to provide professional services as described in Sec. 2.1 ("the Work").

2.3. Consultant has extensive experience in consulting, engineering, construction, and operations. On or about November 18, 2022, Consultant submitted its response to Arvada's RFP ("Consultant's Response").

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

2.5. Arvada and Consultant agree that Arvada contemplates using Consultant as a Consultant for the Work as described in the Contract Documents. However, Arvada and Consultant acknowledge and agree that Arvada may, at its sole discretion, use other Consultants to perform similar professional services, and that this Agreement in no way limits Arvada from hiring other consultants or constitutes a contract for exclusive services from Consultant.

3. CONTRACT DOCUMENTS AND EXHIBITS.

3.1. Contract Documents. The Contract Documents shall consist of this Agreement together with the following:

Exhibit A: Arvada's RFP, including General Terms and Conditions and Addendum; and

Exhibit B: Consultant's Response, including Preliminary Design Scope of Work, Scope of Work Schedule, and Fee Summary.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this Agreement shall control, and then the terms of **Exhibit A**, and then **Exhibit B**, in that order.

4. TERM AND TERMINATION.

4.1. Effective date. This Agreement will become effective and binding on both Parties upon its execution by Arvada.

4.2. Term. The term of the Agreement shall be for one year from Arvada's execution of the Agreement as described in Sec. 4.1., unless otherwise agreed to in writing by the Parties, and subject to availability of funds.

4.2.1. Termination. Notwithstanding the above, Arvada may terminate this Agreement with or without cause upon 30 days written notice and in accordance with the provisions of this Agreement and **Exhibit A**.

4.3. Renewal. This Agreement may be renewed by Arvada for no more than four consecutive one-year renewal terms. Renewals will be automatic unless the Agreement is terminated.

5. COMPENSATION.

5.1. Payment. Arvada shall pay Consultant for the Work requested by Arvada and rendered by Consultant under this Agreement in an amount not to exceed $941,667.00.

5.1.1 Consultant shall submit itemized monthly invoices to Arvada for actual services that have been accepted by Arvada and performed by Consultant. Payment by Arvada will be due NET 30 days.

5.2. Other services. While Arvada has listed the primary requirements for its solicitation in the RFP, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Consultant, based upon the pricing and fee amounts contained in the Contract Documents.

6. SCOPE OF SERVICES. Consultant shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. The Scope of Work is reflected in **Exhibits A and B.** Should the Parties agree in writing to a change in the scope of services or a change in a deadline provided in the Contract Documents, then the Parties will timely execute an amendment, which will address the amended scope of services, revisions to necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the Parties deem necessary.

7. TERMS AND CONDITIONS IN CONTRACT DOCUMENTS. Consultant affirms that it has read and is familiar with all of the Contract Documents including, but not limited to, the General Terms and Conditions, Special Terms and Conditions, and Insurance Requirements set forth in the City's solicitation or otherwise attached to this Agreement, and agrees to be bound by those Terms and Conditions. Except that the Parties have agreed to the following modifications to the Terms and Conditions.

7.1 Section 4, "Indemnification of Arvada," of the General Terms and Conditions is modified as follows:

4. **INDEMNIFICATION OF ARVADA - 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 reasonable 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.

7.2 Section 4.1, "Confidential Information Indemnification," of the General Terms and Conditions is modified as follows:

4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor in violation of these Terms and Conditions and Agreement may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors, to the extent arising out of Contractor's breach of confidentiality obligations set forth herein.

7.3 Section 4.2, "Intellectual Property Indemnification," of the General Terms and Conditions is modified as follows:

4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses,

claims, damages, liabilities, and other amounts (including reasonable attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

7.4 Section 15, "Standard and Manner of Performance," of the General Terms and Conditions is modified as follows:

15. **Standard and Manner of Performance.** Contractor shall perform its obligations under the Agreement in accordance with the generally accepted professional practices and to the level of competency presently maintained by other practicing professionals in the same type of work in the Denver metropolitan community.

7.5 Sections 1 and 6 of the "Insurance Requirements" are modified as follows:

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, products and completed operations and personal injury endorsements.

6. **Professional Liability**, Professional Liability insurance in an amount of not less than One Million Dollars and No cents ($1,000,000.00) per claim, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

8. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed in Consultant's Response and accepted by Arvada.

9. PROJECT OWNERS. Arvada designates Matt Amidei as Arvada's Project Owner. Matt Amidei (mamidei@arvada.org) will be Arvada's responsible staff member to provide direction to Consultant during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Consultant of any such change in writing. Consultant designates Alesandra (Reed) Baker as

Consultant's Project Owner. Alesandra (Reed) Baker (reedaf@cdmsmith.com) will be Consultant's primary contact person during the course of this Agreement. Consultant reserves the right to change the Project Owner(s) at its discretion and shall promptly notify Arvada of any such change in writing in advance of any such change.

10. INSURANCE. Consultant 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 Consultant under the terms of the Contract Documents. Consultant's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement does not relieve Consultant of its obligations under this provision. Contractor's failure to fulfill the obligations of this section will make the Consultant the *per se* insurer.

11. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.

12. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's project owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.

13. 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.

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

(*Signatures on next page*.)

DATED this_____day of_____, 20___.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

By: _____

CDM Smith, Inc.

_____

Alesander Baker, Prinicpal-in-Charge
555 17th Street #500
Denver, CO 80202
reedaf@cdmsmith.com

Exhibit A

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND CDM SMITH, INC. FOR PROFESSIONAL SERVICES RELATING TO PRELIMINARY DESIGN OF THE NORTH TRUNK SANITARY SEWER IN AN AMOUNT NOT TO EXCEED $941,667.00 IN THE FIRST YEAR

REQUEST FOR PROPOSAL

Proposal #:	**22-UTS-030**
Title:	North Trunk Sanitary Sewer – Preliminary Design
RFP Issued:	October 24, 2022
Pre-proposal Meeting:	November 1, 2022 MDT 1PM – Virtually Join Zoom Meeting: https://us06web.zoom.us/j/83466609837?pwd=R2tpOUtabXkrcVBYTVdPaHBTakhyUT09 Phone in: +1719-359-4580 Meeting ID: 834 6660 9837 Passcode: 953514
Question Deadline:	November 8, 2022 2:00 p.m. MST Questions and responses will be posted on BidnetDirect.com. This is the ONLY VALID source for postings regarding this solicitation.
Proposals Due By:	**November 18, 2022 2:00 p.m. MST** Electronic Submissions must be submitted as (1) PDF online at BidNetDirect.com. Your company name must be the first word naming the pdf file. Late responses will not be considered for award.
Projected Start Date:	January 20, 2023

Submit administrative questions NOT related to the scope to: Dawn Krank, dkrank@arvada.org
Direct contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

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

Values:

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

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

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

Documents included in this Request:

Cover Page	page 1
General Terms and Conditions	page 2-4
Special Terms and Conditions	page 4-5
Insurance Requirements	page 5-6
Administrative instructions and Evaluation Criteria	page 6-7
Scope of Work	page 8-10
Required Submittal Form, Performance Measures	page 11-13

Attachments:

Attachment A – 2022 Sanitary Sewer Master Plan Recommended and Prioritized Improvements

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).

2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.

3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.

4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
   4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
   4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.

6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.

7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

9. **ASSIGNMENT**. Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.

12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**

14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.

15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.

16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.

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

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

19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.

20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.

21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.

23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.

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

25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

1) Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

3. CLARIFICATION AND MODIFICATIONS

The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

4. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

5. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District,* 880 P.2d 160 (Colo.App. 1994). Any information that will be included in

any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response ,Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

6. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CPEC). We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

7. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

8. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

9. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards. The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

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

2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of $1,000,000 each accident/disease and $1,000,000 aggregate.

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

4. ☒ **Umbrella Liability** of $5,000,000.00, following form to the Commercial General Liability.

5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☒ **Professional Liability** Professional Liability insurance in an amount of not less than One Million Dollars and No cents ($1,000,000.oo) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☐ **Pollution Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

8. ☐ **Privacy/Network/Cyber Liability Insurance f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.

- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.

- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.

- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

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

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS:

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the vendor. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
2) Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
4) Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

Proposals shall be limited to 20 pages excluding front and back cover pages, personnel resumes, subcontractor resumes, required City forms, and table of contents. 11x17 pages are allowed and count as two pages.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

4. REJECTION OF OFFERS

A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
1) The vendor misstates or conceals any material fact in its Proposal;
2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
4) The Offer does not include documents which are required for submission with the Offer; or
5) The Offer has not been executed by the vendor through an authorized signature.

B. The City may, at its sole and absolute discretion:
1) Reject all or parts of Offers submitted by prospective vendors;
2) Re-advertise this Solicitation;

3) Postpone or cancel the Solicitation;
4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
   a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
   b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
   c) has pending litigation against the City on the date and time that the Solicitation is due.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee. The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation criteria and point distribution can be seen below in Table 1.

Table 1: Proposal Evaluation Criteria

Evaluation Criteria	Points Possible
Firm Capabilities & Team Qualifications	15
Project approach	30
Relevance and success of reference projects	20
Schedule meets City needs	15
Not to exceed cost	15
Performance Measures included in the proposal if a service over $15,000	5

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. MINIMUM REQUIRED QUALIFICATIONS:

Evidence of these qualifications must be submitted with the consultant's proposal and should include information on scope, budget, schedule, challenges, and results for each project listed to meet minimum qualifications.

- Design lead must be a registered engineer in the State of Colorado.
- Consultant and key personnel on the design team must have project references for two (2) open-cut trunk sewer main replacement design and construction services projects with pipe greater than 18-inches performed in the last six (6) years.
- Consultant and key personnel must have project references for two (2) projects of similar scope where owner representative services were provided.

8. PRESENTATIONS:

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

SCOPE OF WORK

BACKGROUND:
The City of Arvada (City) is seeking proposals from qualified engineering consulting firms to provide preliminary design and owner representative services for the replacement and rehabilitation of approximately 37,500 feet of the City's sanitary sewer network. The City recently completed a Sanitary Sewer Master Plan and the modeling results indicate that portions of the North Trunk Line are currently at capacity during varying wet weather storm events. Proposed improvements include upsizing the existing 15-inch to 30-inch sewer mains with new sewer main ranging in size from 24-inch to 42-inch, realigning portions of the existing main to limit conflicts, and lining portions that have adequate capacity but have reached their serviceable life. The overall objective of the project is to ensure the entire North Trunk Line has sufficient hydraulic capacity for estimated final buildout flows during a 25 year storm event and is structurally adequate to last another 50+ years. A vicinity map showing the location of the proposed sewer improvements is shown in Figure 1.

OUTLINE OF SCOPE OF WORK:
The scope of work will include preliminary design of the entire length of the North Trunk Line from West 61st Place and Tennyson St to Indiana and West 86th Pkwy (Figure 1) and Owner's Representative services during final design and construction. Initial work from the Sanitary Sewer Master Plan has resulted in an initial plan to replace segments in risk-based priority. The intent of the preliminary design is to have a single consultant analyze this approach and provide a risk based approach to replacing/rehabilitating the entirety of the North Trunk Line, not necessarily in downstream to upstream order of construction. Once priorities are established, the Consultant will work with the City to determine the optimal project approach (i.e., CMGC for the entire length, multiple packages for CMGC, design-bid-build, etc.). The Consultant will also move the preliminary design forward on each phase to a point where the Consultant and City feel comfortable releasing a package for final design and/or construction. The Consultant will then provide Owners Representative services for the final design of each individual phase while continuing to work on the remainder of the overall preliminary design. This stepped approach is intended to accelerate the design and construction of the highest risk segments of the North Trunk Line.

The design Consultant shall coordinate with other agencies and property owners to identify project requirements including required permits, license agreements, utility agreements, and any other special requirements that may be applicable to the design and construction of this project. The Consultant will not be responsible for obtaining the identified permits, permit acquisition will occur during the final design and construction.

The City generally desires that existing asbestos-cement water mains located along the sewer replacement project will also be replaced as part of this project. The AC water mains will be replaced with new PVC water mains and the AC lines will be abandoned in-place where possible. The Consultant shall identify water main replacement locations and include this information with the preliminary sanitary plan deliverables.

The Consultant shall include a schedule for the design work described below. The City requires that the undersized portions of the North Trunk Line that are currently at capacity and risk overflow be constructed by June 2024.

Project Tasks are outlined in more detail below. This list may not be all-inclusive. During the proposal phase, each consultant is encouraged to identify, define, and address specific issues related to permitting, design, and construction that it feels are necessary to complete the work or adds value to the project.

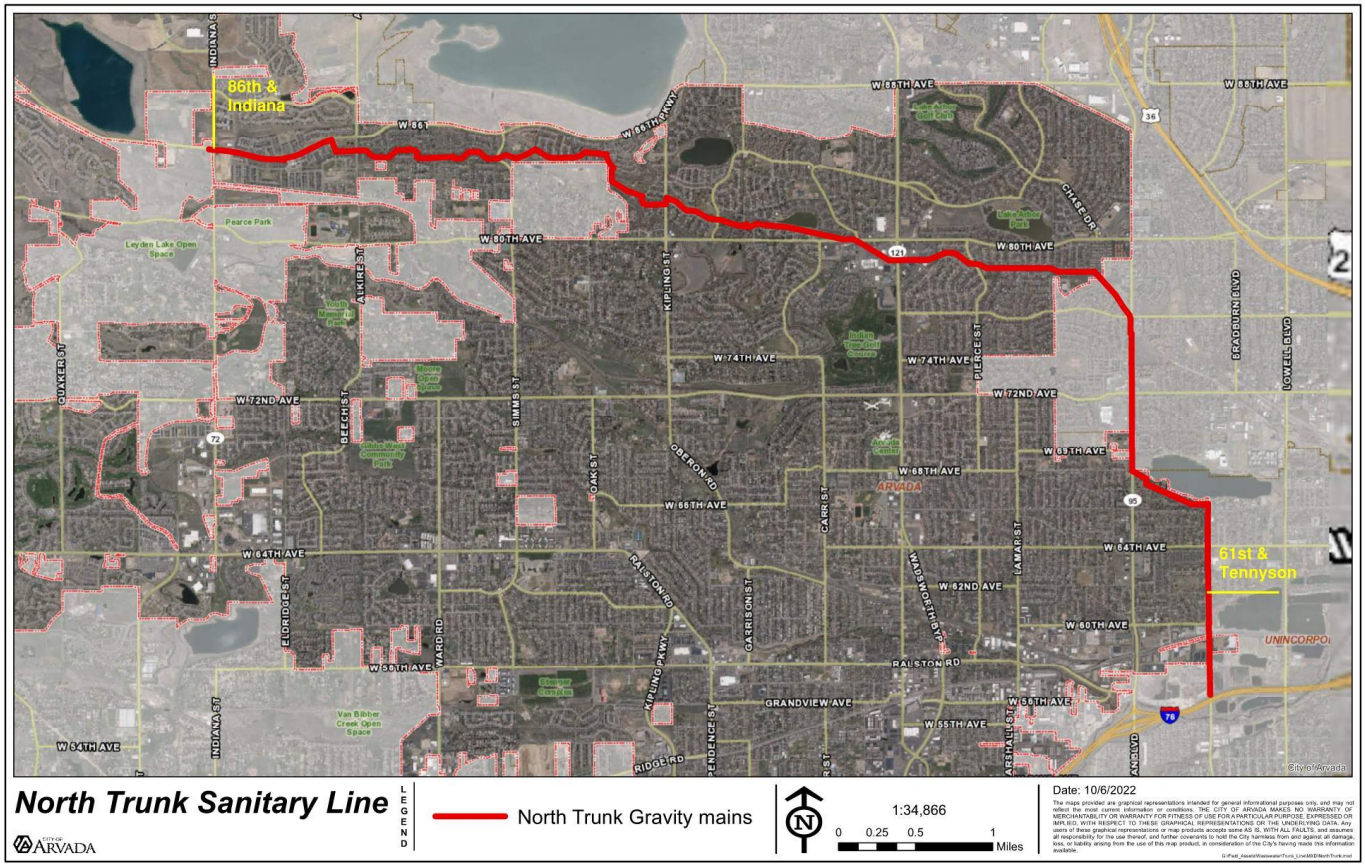


Figure 1 – North Truck Sanitary Line

Project Tasks:

Task 1 – Project Management and Quality Control

1.1 Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City, the Consultant shall conduct a kick-off meeting with the City. Sub-Consultants should be included at the discretion of the Consultant. At the kick-off meeting, the Consultant shall be prepared to go over the scope and approach to complete the work, review the project schedule, and identify major milestones, workshop dates, and deliverables. The Consultant shall provide an agenda at least one business day ahead of the meeting. Draft meeting minutes shall be prepared by the Consultant and distributed to the Project Manager for review within three business days of the meeting.

1.2 Project Meetings and Updates

The Consultant shall schedule and facilitate weekly 30-minute progress meeting calls with Project Manager and periodic larger meetings with the City's internal stakeholders throughout the duration of the project. The Consultant is responsible for organizing these meetings including preparing and distributing agendas, compiling and distributing meeting minutes, action items, and a decision log to the Project Manager within three business days of meeting completion.

1.3 Monthly Invoice Submittals

The Consultant shall submit monthly invoices detailing costs incurred in conjunction with the project. Each invoice shall cover a period of one calendar month (or a four-week time period) and shall be submitted to the City within six weeks after the end of each billing cycle. The City may request that an updated schedule be provided with the monthly invoice. The schedule shall highlight changes to the originally approved schedule as well as any upcoming critical path items.

1.4 Quality Control

The Consultant shall submit a detailed description of anticipated quality control methods.

Task 2 – Preliminary Design

The Consultant should assume the following in developing scope and budget for preliminary design of the replacement sewer:

- Evaluation of existing alignment and potential alternatives to mitigate risks, reduce cost and limit the impact to the public and private property.
    - Water and Sanitary location maps will be provided to the selected Consultant.
    - Selected Consultant will also be provided the following:
        - 2022 Sanitary Sewer Master Plan.
        - 2022 Sanitary Sewer Master Plan InfoSWMM Model.
        - Aerial maps.
        - All other City documents that are readily available and the Consultant feels will be beneficial.
- Survey of the entire project area including locations of possible realignment using Arvada's control points.
- Hydraulic modeling the entire North Trunk Line to help identify highest risk locations, project phasing, and realignment opportunities (hydraulic model from the 2022 Master Plan will be provided).
- Potholing of critical utility crossing on realigned sections of sewer main (assume 30 potholes).
- Identification of permits, utility easements, and other requirements for the construction of each phase.

Task 2 Deliverables are anticipated to include:

- Preliminary plan and profile drawings for each phase that include at a minimum alignment, slope, and pipe sizes for the full length of sanitary sewer scheduled for replacement. Design must include notes identifying potential conflicts, construction access, and utility interferences.
- Engineer's estimate of probable cost for each phase of replaced or rehabilitated pipe.
- Design Memorandum identifying orderly approach to the replacement or rehabilitation of the entire North Trunk Line including recommendations for operating lift stations and diversion structures along the North Trunk.
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed preliminary design.

The Consultant shall provide information on anticipated risks in the current construction market and methods for mitigating these risks. At a minimum, the consultant should address materials/supply chain shortages and regional contractor capacity.

Task 3 – Owner's Representative Services

Owner's Representative services shall include the following:

- Preparation of RFP and Bid documents for final design and construction solicitations of each phase.
- Review and provide feedback on submitted proposals.
- Review of final design at each milestone to ensure conformance with preliminary design assumptions and approach.
- Attend final design meetings as necessary.

Task 3 Deliverables are anticipated to include:

- Final RFP documents.
- Memorandum ranking and review of final design proposals.
- Response to questions during the final design RFP process.

Attachments:

Attachment A – 2022 Sanitary Sewer Master Plan Recommended and Prioritized Improvements

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By:_____ _____ _____
Signature of Authorized Agent | Date | FEIN

_____ _____ _____
Typed/Printed Name of Agent | Title of Agent | Agent email

_____ _____ _____
Typed/Printed Name of Witness | Title of Witness | Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30____Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #:_____ Item # or Section: _____

Variance _____

_____

Page #:_____ Item # or Section: _____

Variance _____

_____

Page #:_____ Item # or Section: _____

Variance _____

_____

SUBMITTAL INSTRUCTIONS:
Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit ON-LINE at BidnetDirect.com
- ☐ Cover & Executive Summary
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status
- ☐ Details of Proposal – Proposed products & services, implementation timeline and warrantees
- ☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested
- ☐ Price Proposal – All fee and costs associated with the proposal
- ☐ Performance Measures Form, when an applicable service
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

  #1 _____ #2 _____ #3 _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

_____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

_____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

_____

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for ***Services*** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than $15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
   _____
2. _____
   _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
   _____
2. _____
   _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
   _____
2. _____
   _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
   _____
2. _____
   _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

Attachment A
2022 Sanitary Sewer Master Plan Recommended and Prioritized Improvements

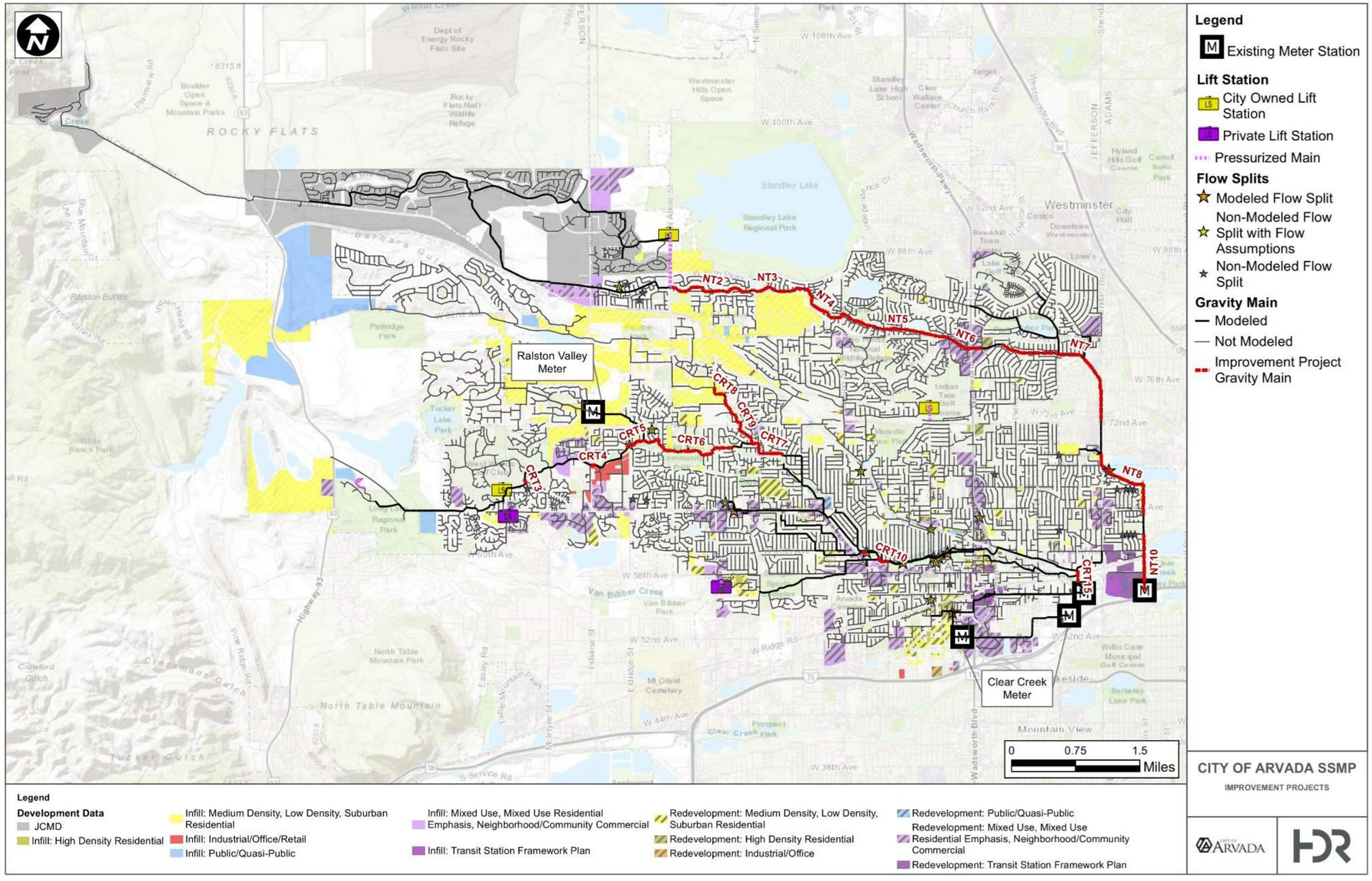


Figure 10-1. Recommended Improvement Projects

Table 10-1. Summary Table of Recommended Improvements

Improvement Area	Related Capacity Limited Area(s)	Capacity Analysis Trigger	Other Project Trigger	Improvement Diameter(s)	Total Improvement Length (Linear Feet)	Estimated Total Cost
NT2	JCMD	Future Conditions, 5-Year Storm	Future development loading from JCMD conveys into NT2. For projected future conditions Alkire Lift Station has improved startup and shutoff depths.	24-inch	5,468 ft	$ 5,688,000
NT3	JCMD and NT2	Future Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	27-inch	2,334	$ 2,320,000
NT4	JCMD, NT2 and NT3	Existing Conditions, 10-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk There are about 50 gpm of low residential future development conveying to this area	27-inch	5,908	$ 6,091,000
NT5	JCMD, NT2, NT3 and NT4	Existing Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	27-inch	5,808	$ 5,056,000
NT6	JCMD, NT2, NT3, NT4 and NT5	Future Conditions, 5-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	27-inch	2,677	$ 2,616,000
NT7 A	JCMD, NT2, NT3, NT4, NT5 and NT6	Existing Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	30-inch	6,099	$ 5,112,000

Improvement Area	Related Capacity Limited Area(s)	Capacity Analysis Trigger	Other Project Trigger	Improvement Diameter(s)	Total Improvement Length (Linear Feet)	Estimated Total Cost
NT7 B	JCMD, NT2, NT3, NT4, NT5 and NT6	Existing Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	42-inch	3,534	$ 4,425,000
NT8 A	JCMD, NT2, NT3, NT4, NT5, NT6 and NT7	Existing Conditions, 5-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	36-inch	13	$ 89,000
NT8 B	JCMD, NT2, NT3, NT4, NT5, NT6 and NT7	Future Conditions, 5-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk Exiting negative slope along the improvement area	42-inch	5,665	$ 7,189,000

Plan is Ambitious and Achievable

Project	Funded	Start	End
Alkire Pump Station	Yes	Q3 2021	Q1 2023
NTL 4 Phase 1	Yes	Q1 2022	Q2 2023
Tennyson/RR Tracks	Yes	Q2 2022	Q2 2023
Preliminary Design all of NTL	Yes	Q2 2022	Q1 2023
NTL 7, NTL 4 Phase 2	No	Q4 2022	Q4 2024
NTL 2, NTL 8	No	Q1 2024	Q2 2026
NTL 5, NTL 6, NTL 3	No	Q1 2025	Q1 2027
CRT Projects	Partial	Q1 2022	Q4 2027

CITY OF ARVADA

REQUEST FOR PROPOSAL

Proposal #:	**22-UTS-030**
Title:	North Trunk Sanitary Sewer – Preliminary Design
RFP Issued:	October 24, 2022
Pre-proposal Meeting: **MANDATORY**	November 1, 2022 MDT 1PM – Virtually Join Zoom Meeting: https://us06web.zoom.us/j/83466609837?pwd=R2tpOUtabXkrcVBYTVdPaHBTakhyUT09 Phone in: +1719-359-4580 Meeting ID: 834 6660 9837 Passcode: 953514
Question Deadline:	November 8, 2022 2:00 p.m. MST Questions and responses will be posted on BidnetDirect.com. This is the ONLY VALID source for postings regarding this solicitation.
Proposals Due By:	**November 18, 2022 2:00 p.m. MST** Electronic Submissions must be submitted as (1) PDF online at BidNetDirect.com. Your company name must be the first word naming the pdf file. Late responses will not be considered for award.
Projected Start Date:	January 20, 2023

Submit administrative questions NOT related to the scope to: Dawn Krank, dkrank@arvada.org
Direct contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

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

Values:

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

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

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

Documents included in this Request:

Cover Page	page 1
General Terms and Conditions	page 2-4
Special Terms and Conditions	page 4-5
Insurance Requirements	page 5-6
Administrative instructions and Evaluation Criteria	page 6-7
Scope of Work	page 8-10
Required Submittal Form, Performance Measures	page 11-13

Attachments:

Attachment A – 2022 Sanitary Sewer Master Plan Recommended and Prioritized Improvements

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).

2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.

3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.

4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
   4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
   4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.

6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.

7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

9. **ASSIGNMENT**. Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.

12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**

14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.

15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.

16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.

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

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

19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.

20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.

21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.

23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.

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

25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

1) Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

3. CLARIFICATION AND MODIFICATIONS

The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

4. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

5. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District,* 880 P.2d 160 (Colo.App. 1994). Any information that will be included in

any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response ,Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

6. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CPEC). We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

7. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

8. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

9. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards. The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

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

2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of $1,000,000 each accident/disease and $1,000,000 aggregate.

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

4. ☒ **Umbrella Liability** of $5,000,000.00, following form to the Commercial General Liability.

5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☒ **Professional Liability** Professional Liability insurance in an amount of not less than One Million Dollars and No cents ($1,000,000.oo) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☐ **Pollution Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

8. ☐ **Privacy/Network/Cyber Liability Insurance f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.

- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.

- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.

- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

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

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS:

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the vendor. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
2) Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
4) Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

Proposals shall be limited to 20 pages excluding front and back cover pages, personnel resumes, subcontractor resumes, required City forms, and table of contents. 11x17 pages are allowed and count as two pages.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

4. REJECTION OF OFFERS

A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
1) The vendor misstates or conceals any material fact in its Proposal;
2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
4) The Offer does not include documents which are required for submission with the Offer; or
5) The Offer has not been executed by the vendor through an authorized signature.

B. The City may, at its sole and absolute discretion:
1) Reject all or parts of Offers submitted by prospective vendors;
2) Re-advertise this Solicitation;

3) Postpone or cancel the Solicitation;
4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
   a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
   b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
   c) has pending litigation against the City on the date and time that the Solicitation is due.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee. The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation criteria and point distribution can be seen below in Table 1.

Table 1: Proposal Evaluation Criteria

Evaluation Criteria	Points Possible
Firm Capabilities & Team Qualifications	15
Project approach	30
Relevance and success of reference projects	20
Schedule meets City needs	15
Not to exceed cost	15
Performance Measures included in the proposal if a service over $15,000	5

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. MINIMUM REQUIRED QUALIFICATIONS:

Evidence of these qualifications must be submitted with the consultant's proposal and should include information on scope, budget, schedule, challenges, and results for each project listed to meet minimum qualifications.

- Design lead must be a registered engineer in the State of Colorado.
- Consultant and key personnel on the design team must have project references for two (2) open-cut trunk sewer main replacement design and construction services projects with pipe greater than 18-inches performed in the last six (6) years.
- Consultant and key personnel must have project references for two (2) projects of similar scope where owner representative services were provided.

8. PRESENTATIONS:

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

SCOPE OF WORK

BACKGROUND:
The City of Arvada (City) is seeking proposals from qualified engineering consulting firms to provide preliminary design and owner representative services for the replacement and rehabilitation of approximately 37,500 feet of the City's sanitary sewer network. The City recently completed a Sanitary Sewer Master Plan and the modeling results indicate that portions of the North Trunk Line are currently at capacity during varying wet weather storm events. Proposed improvements include upsizing the existing 15-inch to 30-inch sewer mains with new sewer main ranging in size from 24-inch to 42-inch, realigning portions of the existing main to limit conflicts, and lining portions that have adequate capacity but have reached their serviceable life. The overall objective of the project is to ensure the entire North Trunk Line has sufficient hydraulic capacity for estimated final buildout flows during a 25 year storm event and is structurally adequate to last another 50+ years. A vicinity map showing the location of the proposed sewer improvements is shown in Figure 1.

OUTLINE OF SCOPE OF WORK:
The scope of work will include preliminary design of the entire length of the North Trunk Line from West 61st Place and Tennyson St to Indiana and West 86th Pkwy (Figure 1) and Owner's Representative services during final design and construction. Initial work from the Sanitary Sewer Master Plan has resulted in an initial plan to replace segments in risk-based priority. The intent of the preliminary design is to have a single consultant analyze this approach and provide a risk based approach to replacing/rehabilitating the entirety of the North Trunk Line, not necessarily in downstream to upstream order of construction. Once priorities are established, the Consultant will work with the City to determine the optimal project approach (i.e., CMGC for the entire length, multiple packages for CMGC, design-bid-build, etc.). The Consultant will also move the preliminary design forward on each phase to a point where the Consultant and City feel comfortable releasing a package for final design and/or construction. The Consultant will then provide Owners Representative services for the final design of each individual phase while continuing to work on the remainder of the overall preliminary design. This stepped approach is intended to accelerate the design and construction of the highest risk segments of the North Trunk Line.

The design Consultant shall coordinate with other agencies and property owners to identify project requirements including required permits, license agreements, utility agreements, and any other special requirements that may be applicable to the design and construction of this project. The Consultant will not be responsible for obtaining the identified permits, permit acquisition will occur during the final design and construction.

The City generally desires that existing asbestos-cement water mains located along the sewer replacement project will also be replaced as part of this project. The AC water mains will be replaced with new PVC water mains and the AC lines will be abandoned in-place where possible. The Consultant shall identify water main replacement locations and include this information with the preliminary sanitary plan deliverables.

The Consultant shall include a schedule for the design work described below. The City requires that the undersized portions of the North Trunk Line that are currently at capacity and risk overflow be constructed by June 2024.

Project Tasks are outlined in more detail below. This list may not be all-inclusive. During the proposal phase, each consultant is encouraged to identify, define, and address specific issues related to permitting, design, and construction that it feels are necessary to complete the work or adds value to the project.

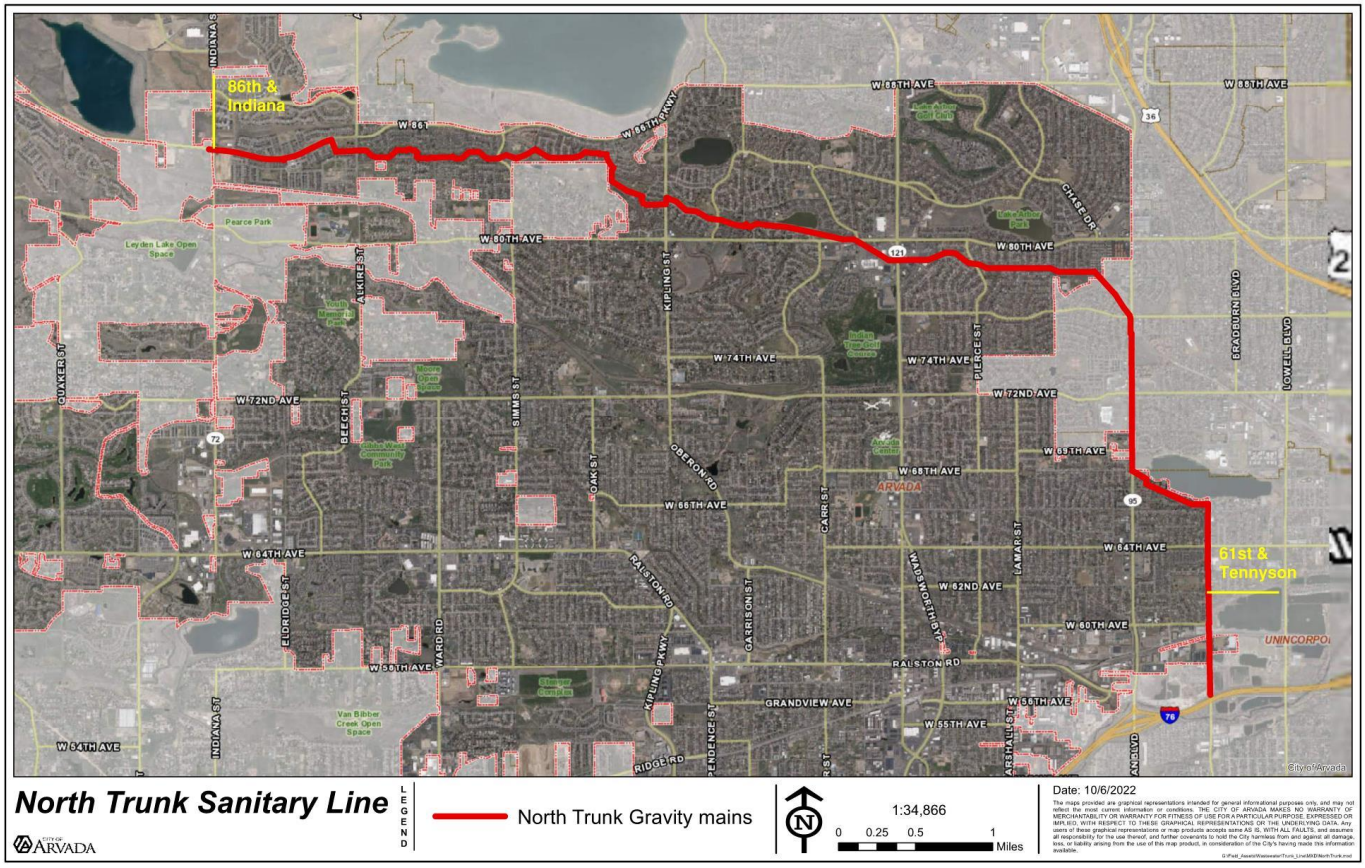


Figure 1 – North Truck Sanitary Line

Project Tasks:

Task 1 – Project Management and Quality Control

1.1 Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City, the Consultant shall conduct a kick-off meeting with the City. Sub-Consultants should be included at the discretion of the Consultant. At the kick-off meeting, the Consultant shall be prepared to go over the scope and approach to complete the work, review the project schedule, and identify major milestones, workshop dates, and deliverables. The Consultant shall provide an agenda at least one business day ahead of the meeting. Draft meeting minutes shall be prepared by the Consultant and distributed to the Project Manager for review within three business days of the meeting.

1.2 Project Meetings and Updates

The Consultant shall schedule and facilitate weekly 30-minute progress meeting calls with Project Manager and periodic larger meetings with the City's internal stakeholders throughout the duration of the project. The Consultant is responsible for organizing these meetings including preparing and distributing agendas, compiling and distributing meeting minutes, action items, and a decision log to the Project Manager within three business days of meeting completion.

1.3 Monthly Invoice Submittals

The Consultant shall submit monthly invoices detailing costs incurred in conjunction with the project. Each invoice shall cover a period of one calendar month (or a four-week time period) and shall be submitted to the City within six weeks after the end of each billing cycle. The City may request that an updated schedule be provided with the monthly invoice. The schedule shall highlight changes to the originally approved schedule as well as any upcoming critical path items.

1.4 Quality Control

The Consultant shall submit a detailed description of anticipated quality control methods.

Task 2 – Preliminary Design

The Consultant should assume the following in developing scope and budget for preliminary design of the replacement sewer:

- Evaluation of existing alignment and potential alternatives to mitigate risks, reduce cost and limit the impact to the public and private property.
    - Water and Sanitary location maps will be provided to the selected Consultant.
    - Selected Consultant will also be provided the following:
        - 2022 Sanitary Sewer Master Plan.
        - 2022 Sanitary Sewer Master Plan InfoSWMM Model.
        - Aerial maps.
        - All other City documents that are readily available and the Consultant feels will be beneficial.
- Survey of the entire project area including locations of possible realignment using Arvada's control points.
- Hydraulic modeling the entire North Trunk Line to help identify highest risk locations, project phasing, and realignment opportunities (hydraulic model from the 2022 Master Plan will be provided).
- Potholing of critical utility crossing on realigned sections of sewer main (assume 30 potholes).
- Identification of permits, utility easements, and other requirements for the construction of each phase.

Task 2 Deliverables are anticipated to include:

- Preliminary plan and profile drawings for each phase that include at a minimum alignment, slope, and pipe sizes for the full length of sanitary sewer scheduled for replacement. Design must include notes identifying potential conflicts, construction access, and utility interferences.
- Engineer's estimate of probable cost for each phase of replaced or rehabilitated pipe.
- Design Memorandum identifying orderly approach to the replacement or rehabilitation of the entire North Trunk Line including recommendations for operating lift stations and diversion structures along the North Trunk.
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed preliminary design.

The Consultant shall provide information on anticipated risks in the current construction market and methods for mitigating these risks. At a minimum, the consultant should address materials/supply chain shortages and regional contractor capacity.

Task 3 – Owner's Representative Services

Owner's Representative services shall include the following:

- Preparation of RFP and Bid documents for final design and construction solicitations of each phase.
- Review and provide feedback on submitted proposals.
- Review of final design at each milestone to ensure conformance with preliminary design assumptions and approach.
- Attend final design meetings as necessary.

Task 3 Deliverables are anticipated to include:

- Final RFP documents.
- Memorandum ranking and review of final design proposals.
- Response to questions during the final design RFP process.

Attachments:

Attachment A – 2022 Sanitary Sewer Master Plan Recommended and Prioritized Improvements

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By:_____ _____ _____
Signature of Authorized Agent | Date | FEIN

_____ _____ _____
Typed/Printed Name of Agent | Title of Agent | Agent email

_____ _____ _____
Typed/Printed Name of Witness | Title of Witness | Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30____Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #:_____ Item # or Section: _____

Variance _____

_____

Page #:_____ Item # or Section: _____

Variance _____

_____

Page #:_____ Item # or Section: _____

Variance _____

_____

SUBMITTAL INSTRUCTIONS:
Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit ON-LINE at BidnetDirect.com
- ☐ Cover & Executive Summary
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status
- ☐ Details of Proposal – Proposed products & services, implementation timeline and warrantees
- ☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested
- ☐ Price Proposal – All fee and costs associated with the proposal
- ☐ Performance Measures Form, when an applicable service
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

  #1 _____ #2 _____ #3 _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

_____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

_____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

_____

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for ***Services*** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than $15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
   _____
2. _____
   _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
   _____
2. _____
   _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
   _____
2. _____
   _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
   _____
2. _____
   _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

Attachment A
2022 Sanitary Sewer Master Plan Recommended and Prioritized Improvements

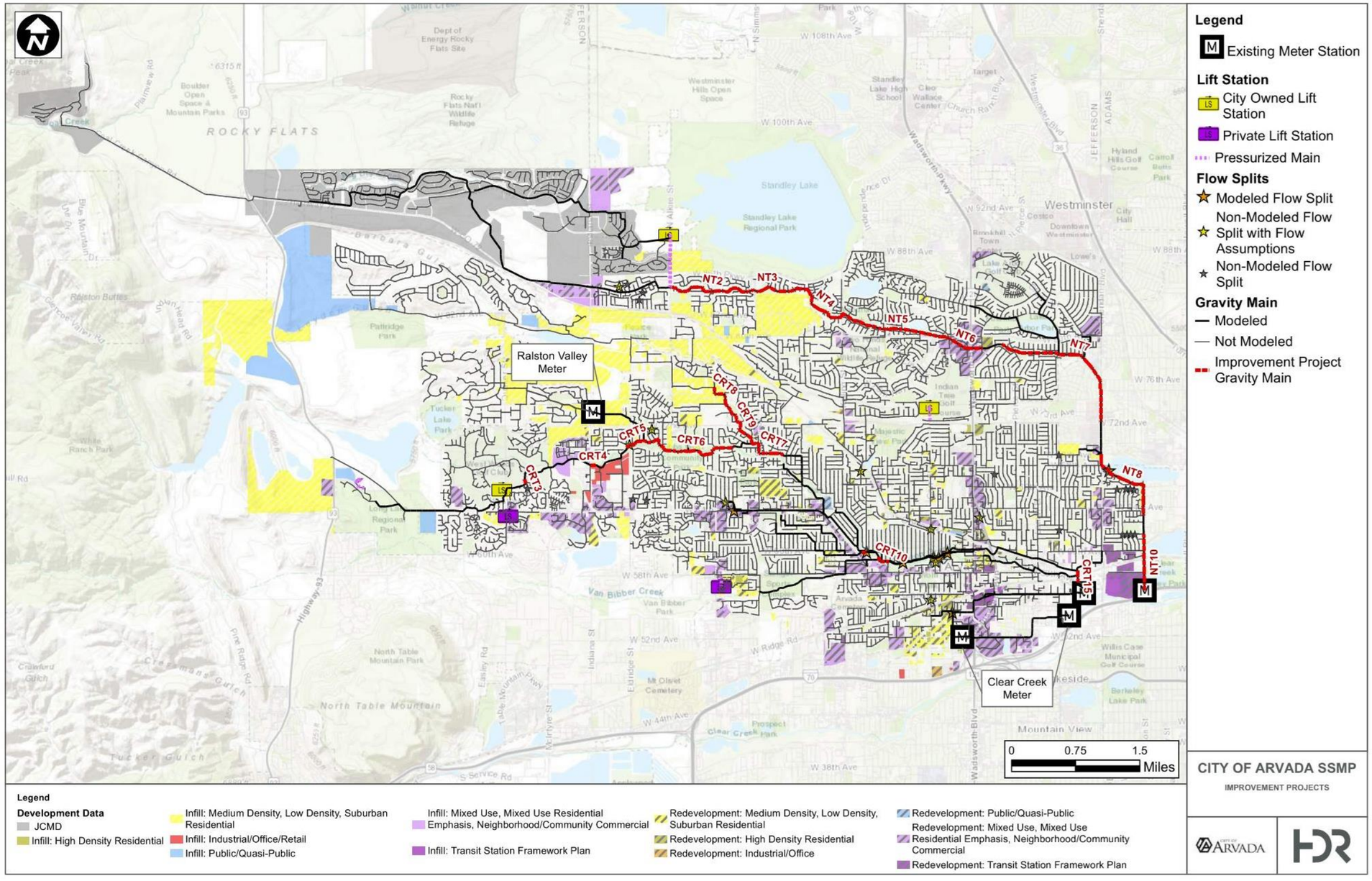


Figure 10-1. Recommended Improvement Projects

Table 10-1. Summary Table of Recommended Improvements

Improvement Area	Related Capacity Limited Area(s)	Capacity Analysis Trigger	Other Project Trigger	Improvement Diameter(s)	Total Improvement Length (Linear Feet)	Estimated Total Cost
NT2	JCMD	Future Conditions, 5-Year Storm	Future development loading from JCMD conveys into NT2. For projected future conditions Alkire Lift Station has improved startup and shutoff depths.	24-inch	5,468 ft	$ 5,688,000
NT3	JCMD and NT2	Future Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	27-inch	2,334	$ 2,320,000
NT4	JCMD, NT2 and NT3	Existing Conditions, 10-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk There are about 50 gpm of low residential future development conveying to this area	27-inch	5,908	$ 6,091,000
NT5	JCMD, NT2, NT3 and NT4	Existing Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	27-inch	5,808	$ 5,056,000
NT6	JCMD, NT2, NT3, NT4 and NT5	Future Conditions, 5-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	27-inch	2,677	$ 2,616,000
NT7 A	JCMD, NT2, NT3, NT4, NT5 and NT6	Existing Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	30-inch	6,099	$ 5,112,000

Improvement Area	Related Capacity Limited Area(s)	Capacity Analysis Trigger	Other Project Trigger	Improvement Diameter(s)	Total Improvement Length (Linear Feet)	Estimated Total Cost
NT7 B	JCMD, NT2, NT3, NT4, NT5 and NT6	Existing Conditions, 25-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	42-inch	3,534	$ 4,425,000
NT8 A	JCMD, NT2, NT3, NT4, NT5, NT6 and NT7	Existing Conditions, 5-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk	36-inch	13	$ 89,000
NT8 B	JCMD, NT2, NT3, NT4, NT5, NT6 and NT7	Future Conditions, 5-Year Storm	Future development loading from JCMD affects all downstream areas along the North Trunk Exiting negative slope along the improvement area	42-inch	5,665	$ 7,189,000

Plan is Ambitious and Achievable

Project	Funded	Start	End
Alkire Pump Station	Yes	Q3 2021	Q1 2023
NTL 4 Phase 1	Yes	Q1 2022	Q2 2023
Tennyson/RR Tracks	Yes	Q2 2022	Q2 2023
Preliminary Design all of NTL	Yes	Q2 2022	Q1 2023
NTL 7, NTL 4 Phase 2	No	Q4 2022	Q4 2024
NTL 2, NTL 8	No	Q1 2024	Q2 2026
NTL 5, NTL 6, NTL 3	No	Q1 2025	Q1 2027
CRT Projects	Partial	Q1 2022	Q4 2027

Please note that solicitations issued prior to September 07, 2016 can be found here: http://legacy.rockymountainbidsystem.com

CITY OF ARVADA

Addendum Description

Addendum No. 2 changes the Pre-proposal meeting date and Zoom meeting link.

Notice Modifications

Notice Information	From Value	To Value
Buyer Contact	Doreen Mazza	Dawn Krank
Buyer Contact Phone	7208987093	720-898-7091
Buyer Contact Email	dmazza@arvada.org	dkrank@arvada.org
Pre-Bidding Events	Prebid Conference	Prebid Conference
	Mandatory	Mandatory
	11/1/22 1:00 PM MST/MDT	**11/3/22 1:00 PM MST/MDT**
	Zoom Meeting	Zoom Meeting
	https://us06web.zoom.us/j/83466609837?pwd=R2tpOUtabXkrcVBYTVdPaHBTakhyUT09 Phone in: +1 719-359-4580 Meeting ID: 834 6660 9837 Passcode: 953514	**Join Zoom Meeting:** **https://us06web.zoom.us/j/82287187541?pwd=SFp5S2wyMmNwNGp5QjBMcjcxaEZSZz09** **Phone: +1 719 359 4580** **Meeting ID: 822 8718 7541 Passcode: 183783**

Category Modifications

Added Categories	
925	**ENGINEERING SERVICES, PROFESSIONAL**
92587	**Sewage Collection, Treatment, and Disposal/Engineering** Sewage Collection, Treatment, and Disposal/Engineering
92570	**Municipal Engineering** Municipal Engineering
92596	**Waste Water Treatment Engineering** Waste Water Treatment Engineering
92536	**Engineering Services (Not Otherwise Classified)** Engineering Services (Not Otherwise Classified)
92583	**Sanitary Engineering** Sanitary Engineering

Removed Categories
No Categories Removed

CITY OF ARVADA
PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR PROPOSAL - ADDENDUM

Proposal #:	22-UTS-030
Title:	North Trunk Sanitary Sewer – Preliminary Design
RFP Issued:	October 24, 2022
Addendum #:	**3**
Date:	November 11, 2022
Proposals Due By:	**November 18 2:00 p.m.** MDT (CHANGE / **NO CHANGE**)
Questions Deadline:	**November 8, 2022 2:00 p.m. MST** (CHANGE / **NO CHANGE**) The questions deadline has past, questions are not longer being accepted.

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM.

The following clarifications/changes are to be incorporated into the Request for Proposal.

Clarification to the RFP:

The 37,500FT estimate mentioned in the RFP came from the recommended project list from the Sanitary Sewer Master Plan (SSMP). The SSMP only recommended projects where the sanitary sewer was undersized and had future capacity constraints. The overall length of the entire North Trunk Line is closer to 45,000FT. The difference between the two (7,500FT) is likely what will need rehabilitated.

Modification to the RFP:

Task 2 – Preliminary Design

The Consultant should assume the following in developing scope and budget for preliminary design of the replacement sewer:

- Evaluation of existing alignment and potential alternatives to mitigate risks, reduce cost and limit the impact to the public and private property.
    - Water and Sanitary location maps will be provided to the selected Consultant.
    - Selected Consultant will also be provided the following:
        - 2022 Sanitary Sewer Master Plan.
        - 2022 Sanitary Sewer Master Plan InfoSWMM Model.
        - Aerial maps.
        - All other City documents that are readily available and the Consultant feels will be beneficial.

- Survey of the entire project area including locations of possible realignment. ~~**using Arvada's control points.**~~
- Hydraulic modeling the entire North Trunk Line to help identify highest risk locations, project phasing, and realignment opportunities (hydraulic model from the 2022 Master Plan will be provided).
- Potholing of critical utility crossing on realigned sections of sewer main (assume 30 potholes).
- Identification of permits, utility easements, and other requirements for the construction of each phase.

ATTACHMENTS:

- Pre-proposal Meeting Agenda
- Pre-proposal Meeting Sign-in Sheets
- Answers to the Questions received

CITY OF ARVADA

Pre-Proposal Meeting Agenda

NORTH TRUNK SANITARY SEWER – PRELIMINARY DESIGN
REQUEST FOR PROPOSAL #: 22-UTS-030

Date: November 3, 2022 – MANDATORY
Start Time: 1:00 PM MDT
Location: Virtual – Zoom Meeting
https://us06web.zoom.us/j/82287187541?pwd=SFp5S2wyMmNwNGp5QjBMcjcxaEZSZz09
Phone in: +1719-359-4580
Meeting ID: 822 8718 7541, Passcode: 183783

1. Attendance:

Name:	Organization	Title
Matt Amidei	Arvada	Project Manager
Mary Stahl	Arvada	Engineering Manager
Dawn Krank	Arvada	Purchasing Manager
Doreen Mazza	Arvada	Procurement Specialist

Consultants: Add your Firm information in a Chat box: Firm name, Contact name, email and phone number. Or, email this information to: dkrank@arvada.org.

2. Purchasing

a. Questions – how to submit and get official answers
b. RFP Details
c. Proposal Submissions
d. Other

3. Project Background

a. CoA completed Sanitary Sewer Master Plan in May 2022.
    i. Results showed portions of the North Trunk Line (NTL) that are at or will exceed future capacity
        1. Approximately 37,500 LF
        2. Master Plan recommendations can be seen in Attachment A of the RFP
        3. Proposed pipe sizes range from 24 – 48”
b. NTL dates from 1962 and is reaching design life
    i. Sections that aren’t undersized need rehabilitation or replacement also
c. Goal is to ensure adequate capacity and structural integrity of entire NTL for the next 50-60 years
d. New City Standard Details and Specifications – also includes approved products list

4. Project Scope

a. Preliminary Design
    i. West 61st & Tennyson to Indiana & West 86th Pkwy (Map in Attachment A of RFP)
        1. Preliminary design for each phase
        2. Engineers estimate of probable cost

3. Design memorandums

ii. Modeling NTL
iii. Alternatives analysis
iv. Survey/Potholing
v. Risk based approach
vi. Identification of required permits etc
vii. Project implementation schedule
viii. City anticipates that NTL 7 should begin design in July 2023

b. Owners Representative Services
   i. During final design and construction phase
   ii. Preparation of FRP and bid documents
   iii. Assistance on consultant/contractor selection
   iv. Review of final design to ensure conformance with preliminary design assumptions
   v. Attending final design meetings when necessary

5. Project Schedule

a. Sections of pipe currently at capacity – Constructed by June 2024
b. All other sections Q2 2024 – See attached schedule in RFP Appendix A

6. Proposal Schedule

a.	November 8, 2022 at 2:00 PM	Questions due
b.	November 11, 2022	Final addendum will be issued and include, at a minimum, the attendance list, this agenda, and answers to submitted questions.
c.	November 18, 2022 at 2:00 PM	Proposals due via BidNet
d.	January 20, 2023	Estimated NTP

7. Questions

SIGN-IN SHEET: PRE-PROPOSAL	
Project: NORTH TRUNK SANITARY SEWER – PRELIMINARY DESIGN, RFP #: 22-UTS-030	**Meeting Date/Time: 11/3/2022, 1:00 pm MDT MANDATORY**
Facilitator: Matt Amidei	**Place: Virtual, Meeting ID: 822 8718 7541, Passcode: 183783** https://us06web.zoom.us/j/82287187541?pwd=SFp5S2wyMmNwNGp5QjBMcjcxaEZSZz09

Company Name	Company Address	Representative Name	Phone	E-Mail
Brown & Caldwell		Laurie Sullivan		lsullivan@brwncald.com
Brown and Caldwell		Chandler Wilson		cwilson3@brwncald.com
CDM Smith		Derek Nelson	303-383-2306	nelsonde@cdmsmith.com
CDM Smith		Brian Hall		hallbr@cdmsmith.com
CDM Smith		Christy Wolfe		wolfecm@cdmsmith.com
Consor		Joel Price		Joel.Price@consoreng.com
Consor		Ann Quenzer	303.796.6052	ann.quenzer@consoreng.com
IMEG		Shelley Cobau, CFM	303.796.6052	shelley.e.cobau@IMEGcorp.com
HDR		Mike Gossett		michael.gossett@HDRinc.com
HDR		Peter Brask		peter.brask@hdrinc.com
Kennedy Jenks		Jerry Pena	720-744-2233	JerryPena@kennedyjenks.com
Kennedy Jenks		Emily Hudish		emilyhudish@kennedyjenks.com
Landmark EPC LLC		Trevor Rittenhouse		trevor.rittenhouse@landmarkepc.com

Company Name	Company Address	Representative Name	Phone	E-Mail
Lithos Engineering		Richard (Bo) Botteicher		bo@lithoseng.com
Merrick		John Kuosman		John.Kuosman@Merrick.com
Providence Infrastructure		Lee Lindeen		llindeen@providenceic.com
Providence Infrastructure Consultants		Mickey Kavanaugh,		mkavanaugh@providenceic.com
Providence Infrastructure		Lee Lindeen		llindeen@providenceic.com
Providence Infrastructure Consultants		Darin Pytlik,		dpytlik@providenceic.com
Stantec		Andy Stone		andy.stone@stantec.com
Stantec		David Anderson		David.Anderson2@stantec.com
Stantec		Taylor Ahrensdorf		Taylor.Ahrensdorf@stantec.com
Arvada		Matt Amidei		
Arvada		Mary Stahl		
Arvada		Doreen Mazza		
Arvada		Dawn Krank		

Questions & Answers - 1

Solicitation	22-UTS-030 - North Trunk Sanitary Sewer - Preliminary Design
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q1	**Question: Questions for North Trunk Sanitary Sewer (RFP 22-UTS-030)** Hello. We would like to submit the following questions for the North Trunk Sanitary Sewer project: a. To better define the scope and cost of the project, we would like to include specialty subconsultant on our project team. The specialty engineering of that subconsultant will also be needed in the final design phase. Specialty subconsultants are reluctant to participate in the 30% effort if they are prohibited from being considered on teams proposing on final design phases. Will specialty subconsultants on the team for the current phase of the project be allowed to participate on teams proposing on future phases of the project? b. To better define construction risks and costs on the project, we would like to include a pipeline contractor on our project team. Contractors will not participate in the design effort if they are prohibited from bidding on the construction phase or consideration for CMAR or CM/GC. Will contractors participating in the design phase be allowed bid on the construction phase and/or propose for CMAR or CM/GC selection? Thank you. **Answer:** a. Specialty subconsultants will be allowed to participate on the future phases of the project. b. Contractors will be allowed to participate on the future phases of the project including final design CMAR or CM/CG.	11/04/2022
Q2	**Question: Question 1** For sewer sections that are to remain in service, will the preliminary design require condition assessment? **Answer:** Yes. If a section of line is not required to be upsized due to capacity constraints the City will want to evaluate the condition and determine rehabilitation needs. The City will provide all required CCTV footage for initial inspection services to the selected consultant within 6 month of NTP being issued. Using the provided CCTV footage, the preliminary design consultant shall provide a condition assessment and recommendations on rehabilitation needs.	11/08/2022

No	Question/Answer	Question Date
Q3	**Question: Question 2** Regarding the statement that some of the preliminary designs will move forward directly to construction: a. Should we assume that bid documents moving to final design instead of directly to construction will be for more complex construction methods, such as open cut/trenchless replacement? b. Conversely, preliminary design directly to construction will be reserved more for less complex projects such as rehabilitation? **Answer:** This questions seems to be a misinterpretation, here is some clarification on the anticipated process. Some portions of the NTL may be prioritized due to capacity or risk events. Those portions will be expedited over the other portions in the preliminary design to get to final design and construction as quickly as possible. The intent is to have all portions of the NTL go to final design and not skip directly from preliminary design to construction.	11/08/2022
Q4	**Question: Question 3** Can the City provide a GIS file showing the alignment of North Trunk Sewer? **Answer:** The City will not provide GIS files of the North Trunk Line during the RFP phase. GIS data will be provided to the selected consultant.	11/08/2022
Q5	**Question: Contractor on Team** If we added a constructor to the team, would that preclude them from being selected for subsequent construction packages in the future? **Answer:** No. If a contractor is added to the team they will be able to participate on future phases of the project.	11/08/2022
Q6	**Question: Hydraulic model** Will the existing hydraulic model be shared with the successful Firm/Team? **Answer:** Yes. The existing InfoSWMM model will be provided to the selected team.	11/08/2022
Q7	**Question: CCTV Question** For which segments of the North Trunk Line will CCTV footage be provided to the selected consultant? **Answer:** The City anticipates needing CCTV footage and inspection on the portions of the North Trunk Line that have adequate capacity and only need rehabilitated. Anything that needs to be replaced due to capacity constraints will not need CCTV footage. The City's internal teams will provide the required footage within 6 month of NTP being issued.	11/08/2022

No	Question/Answer	Question Date
Q8	**Question: Question 4** a. Under Project Tasks, Task 2 – Preliminary Design, it mentions, " Survey of the entire project…using Arvada's control points." Does the City of Arvada have a horizontal and/or vertical control network? b. Also, does the city have preferred horizontal and vertical datums? **Answer:** a. The City does not have a horizontal control network. We ask you tie into NAD83 using existing NGS monumentation. The City does have an existing Vertical control network that we are currently trying to get away from and transition to NAVD88. The City's survey team will provide updated survey data and the City's benchmarks that are located along the project corridor in the NAVD88 datum. It will be the consultants responsibility to convert the project's survey data to NAVD88. Existing Arvada benchmarks will be provided to the consultant in both the Arvada and NAVD88 datum, which should allow the consultant to convert all existing and newly collected survey data to NAVD88 (field checking will be required). The City also anticipates the need for a modified project specific ground coordinate system (converting from state plane coordinates) due to the length of the project corridor. b. The City prefers NGS monumentation (NAD83) for horizontal, and NAVD88 for vertical control.	11/08/2022
Q9	**Question: Compliance Status** Will you please tell us more about what "compliance status" means and includes? **Answer:** If this is in reference to the Required Vendor Submittal Form Submittal Instructions Checklist, "Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status" - This is a standard checklist item. If there is no reference in the RFP requirements to submit information concerning vendor's compliance with a certain program, vendor should disregard.	11/08/2022
Q10	**Question: Work completed pre-award** Are there sections of the North Trunk Line for which the City anticipates repair/rehabilitation work may be initiated in advance of the work proposed in the RFP and therefore removed from the scope? **Answer:** The City does not anticipate issuing further advanced work than what is already in progress. The current section of authorized work (1,700FT at 81st & Kipling) is small compared to the overall scope of the project and the City does not anticipate it altering the scope of the preliminary design. Remember the overall 37,500FT listed in the RFP is an estimation (from the SSMP) and may not be exactly representative of the overall total project length. Please see the "Clarification to the RFP" section released with this addendum for further information.	11/08/2022

Exhibit B

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND CDM SMITH, INC. FOR PROFESSIONAL SERVICES RELATING TO PRELIMINARY DESIGN OF THE NORTH TRUNK SANITARY SEWER IN AN AMOUNT NOT TO EXCEED $941,667.00 IN THE FIRST YEAR

PROPOSAL FOR CITY OF ARVADA, COLORADO

North Trunk Sanitary Sewer Preliminary Design

October 18, 2022

CDM Smith

EXHIBIT B

555 17th St #500, Denver, CO 80202 ▪ P: 303-383-2300 ▪ F: 303-308-3003 ▪ cdmsmith.com

November 18, 2022

City of Arvada
Attn: Matt Amidei
8101 Ralston Road
Arvada, CO 80002

RE: Request for Proposal for North Trunk Sanitary Sewer Preliminary Design, Proposal #22-UTS-030

Dear Matt and Selection Committee,

CDM Smith is eager to put its local team to work in supporting the City of Arvada (City or Arvada) as it implements improvements to its North Trunk Sanitary Sewer. We understand that Arvada intends to identify and fast track rehabilitation of high-priority sewer sections while balancing risks, making the best use of its budget and completing initial phases of construction by June 2024. Members of our proposed project team have driven the route and completed a preliminary evaluation of the trunkline from West 61st Place & Tennyson to West 86th Parkway and Indiana and are ready to hit the ground running.

Our company's motto is "listen. think. deliver." This is squarely aligned with Arvada's vision to "dream big and deliver." We listened. We know that Arvada needs a consultant to do it once and do it right. CDM Smith can deliver that goal. This project will further the City's mission to enhance the lives of the community by preventing overflow events.

With design and construction experts under one roof, our local team is uniquely positioned to put fresh eyes on the March 2022 Master Plan. CDM Smith will develop a preliminary design with keen attention paid to potential hurdles which could pose risks to the City's schedule and budget, such as permits, easement agreements, contractor change-orders, and up/downstream hydraulic impacts. **We're ready to help Arvada get this design right the first time and prepare the North Trunk sewer to last the next 50+ years.**

CDM Smith has executed more than 500 projects in the last 10 years involving assessment and rehabilitation of gravity sewers. Our local Denver team is backed with the resources of more than 5,000 professionals worldwide, including the perspective and insights from our in-house construction company, CDM Constructors Inc. (CCI). Our local team is committed to putting boots on the ground to walk the pipe route, validate constructability, and provide cost estimates substantiated by experience on the many projects CDM Smith is currently constructing across the country.

CDM Smith will work hand-in hand with Arvada's engineers and operations team starting with validating the hydraulic model, through developing permits, supporting procurement, and continually evaluating market conditions that may affect programmatic efforts. We look forward to learning from Arvada's skilled operators who know the pipeline best and developing protocols to streamline future rehabilitation efforts.

Arvada will benefit from CDM Smith's multi-disciplinary team that understands the City's objectives, knows how to implement the type of sewer replacement program it's preparing to implement, and has the track record to provide exemplary owner's representative services. We appreciate the opportunity to support this important work. If you have questions regarding our proposal, please don't hesitate to reach me at (352) 222-2583 or at ReedAF@cdmsmith.com

Sincerely,

Alesandra (Reed) Baker, PE
Principal-in-Charge
CDM Smith

Brian Hall, PE, PMP
Project Manager
CDM Smith

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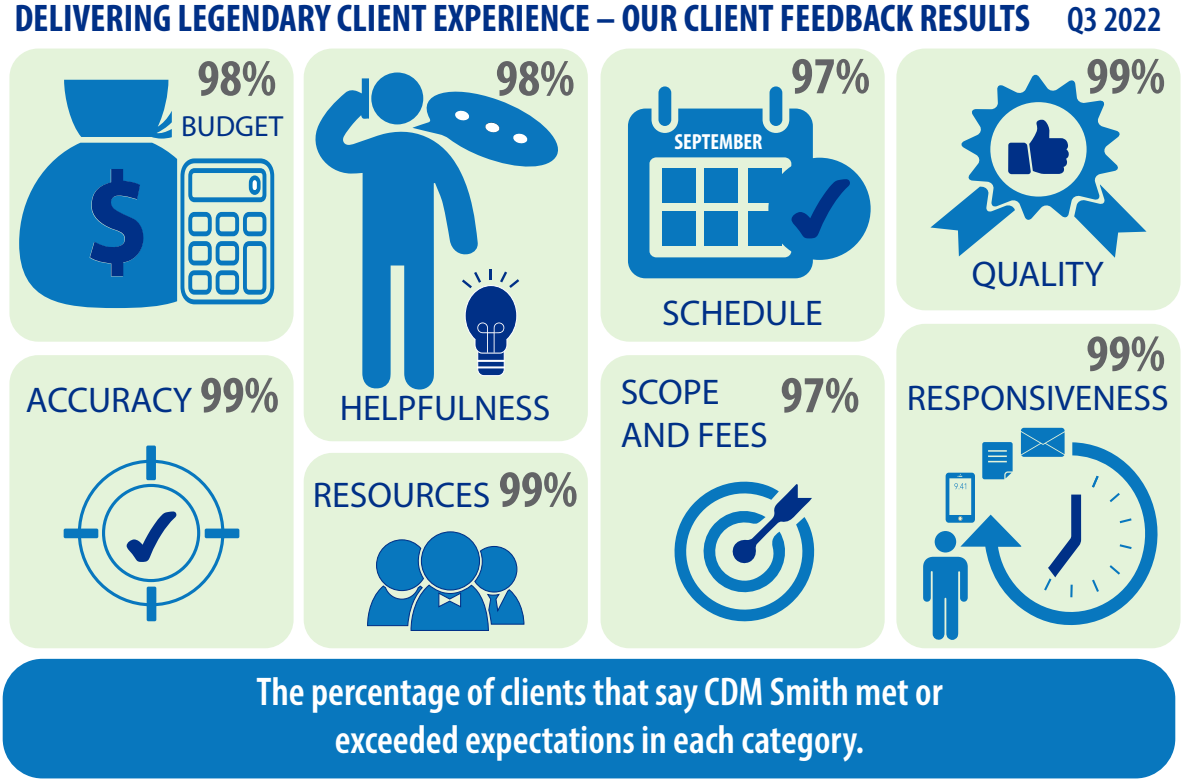
FIRM CAPABILITIES & TEAM QUALIFICATIONS

Local Team with National Expertise

Firm Overview

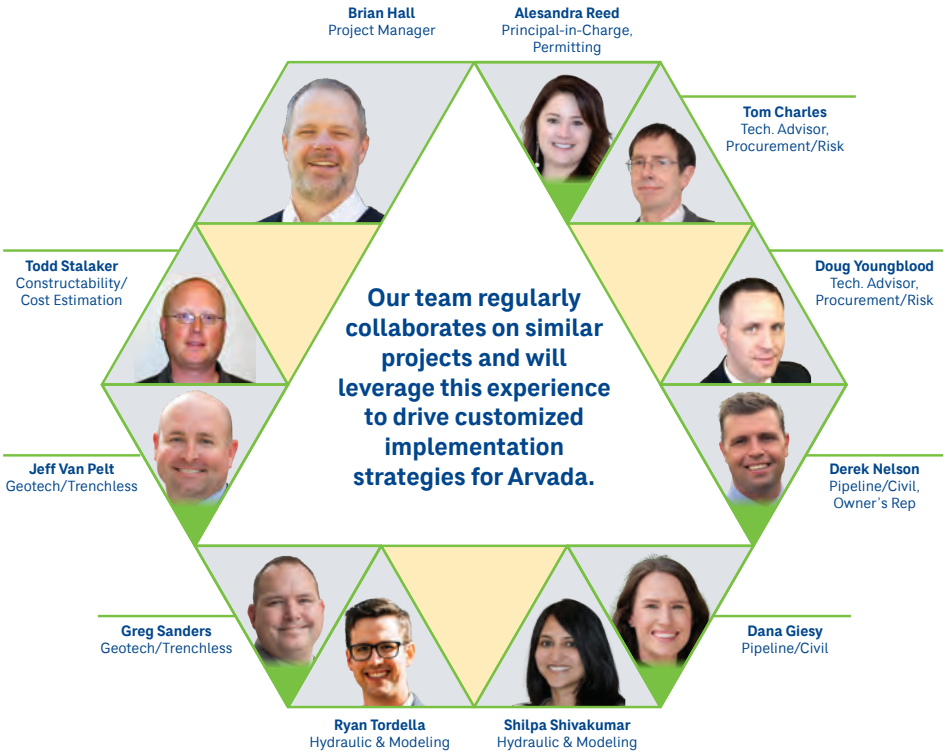
Founded in 1947, CDM Smith is an employee-owned consulting, engineering, construction, and operations firm that provides integrated solutions for water, environmental, transportation, energy, and facilities. Today, the firm has more than 5,000 professional staff worldwide—175 of which are located in Denver, Colorado—and revenues exceeding $1 billion annually. More specifically, we have 60 years of experience in pipeline condition assessment, rehabilitation and design, and are considered a preeminent industry leader when it comes collection/conveyance system condition assessment and rehabilitation. In the last 10 years alone, CDM Smith has executed more than 500 projects with a pipeline assessment and/or rehabilitation component, many of which within challenging environments and often requiring extensive insight into planning and developing comprehensive inspection and rehabilitation work plans for elements such as traffic control, bypass pumping, permitting, and construction phase services.

Our team's responsibilities regularly include developing cost-effective and realistic approaches, preparing short- and long-term capital improvement plans (CIP), and offering a full-service portfolio of engineering services to address all aspects of the tasks associated with collection system assessment, rehabilitation, and repairs. In addition to a using a wide variety of rehabilitation technologies, such as cured-in-place pipe (CIPP) lining, open-cut remove and replace, pipe bursting, tunneling, and various other trenchless technologies, CDM Smith also has the capability to apply state-of-the art innovative inspection technologies such drone survey mapping, LiDAR/laser profiling, sonar inspection, pipe-penetrating radar, and electromagnetic investigation.



Key Personnel

CDM Smith has assembled a local team capable of guiding Arvada through the process of building on the March 2022 Master Plan to develop strategies for implementing necessary improvements with an eye on balancing future risks to cost, schedule, and capacity. Led by Project Manager Brian Hall, our team is rounded out with subject matter experts and technical leaders ready to work side by side with Arvada to represent its interests through oversight/coordination with the firm that will complete the final design – preparing RFPs, responding to RFIs, and engaging and educating public stakeholders. **Resumes for these personnel can be found in Appendix B.**

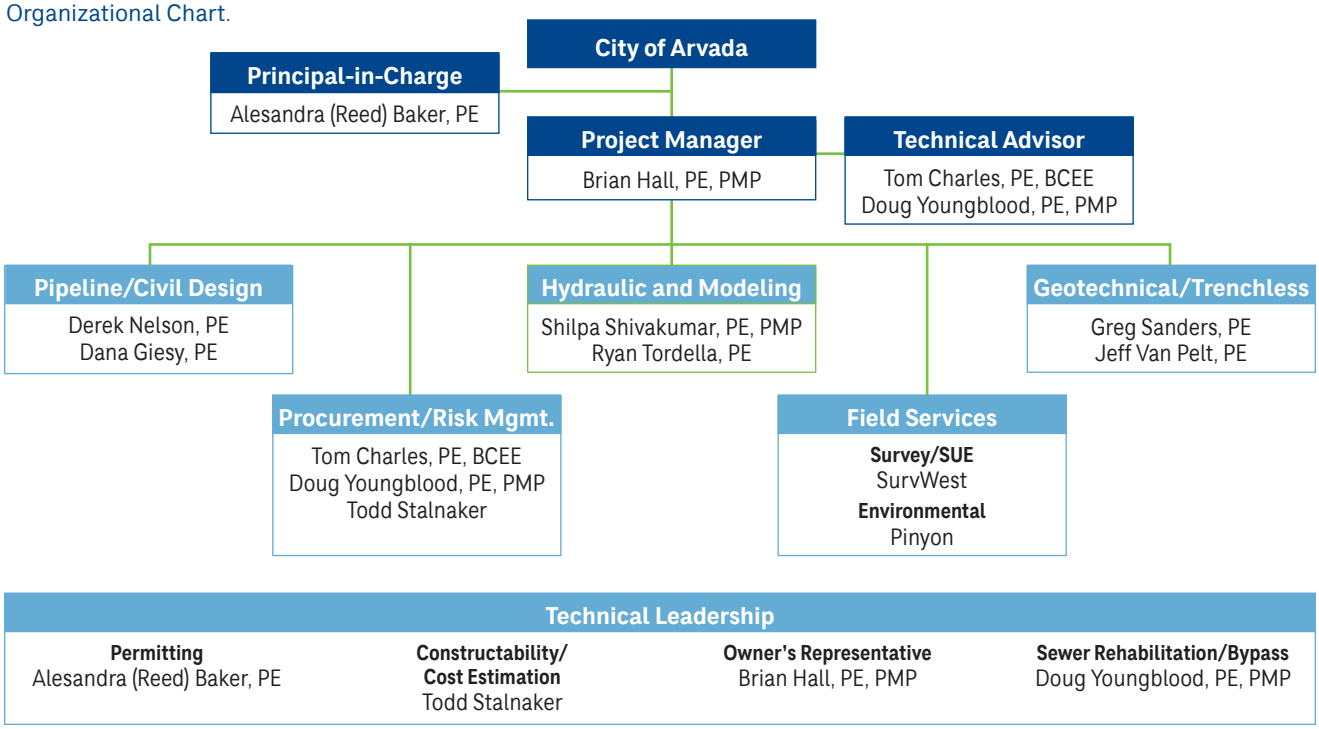


Key Consultants

SurvWest provides in-depth and reliable utility information. Their experience in subsurgace utility engineering (SUE) helps reduce many of the risks associated with this complex infrastructure project. SurvWest will help our team to identify and reduce vulnerabilities associated with underground utilities.

Pinyon Environmental services will meet the demands of local and state agencies and their goals to provide an environment that is safe and healthy for their constituents. Pinyon is dedicated to providing environmental services to those who have a responsibility to be good environmental citizens. Our technical professionals are some of the finest environmental scientists and engineers in the industry. Each is genuine in his or her desire to help clients achieve environmental compliance.

Organizational Chart.



PROJECT APPROACH

Do it Once and Do it Right

Understanding and Approach

The City has defined the projects as the preliminary design improvements of the North Trunk Line (NTL) sanitary sewer network from the intersection of West 61st Street and Tennyson Street to Indiana and West 86th Parkway. The NTL is a cornerstone of the City of Arvada's (City or Arvada) sanitary sewer network. The 2022 Sanitary Sewer Master Plan indicates that portions of this line are currently at capacity during varying wet weather storm events.

The goal of this project to improve the NTL to have sufficient capacity to convey estimated buildout flows during a 25-year storm event, achieve a design life of at least 50+ years, and implement a risk-based design approach associated with the improvements to approximately 37,500 feet of the NTL. Our approach builds on our experience and technical understanding to address concerns about risk. **Risk is defined throughout this project as the chance of an overflow event occurrence.** We understand some sections are at high risk under existing conditions and must be built by June 2024.

The City is seeking the support of a consultant partner to achieve the following objects: develop a "mini" master plan to rehabilitate or replace sections of the NTL, define priority areas, define an optimal project approach, and act as Owner's Representative to progress the overall project through final design and construction.

This is a critical project for Arvada to address the concern for overflow events in a rapidly expanding community. To meet its challenges, we have developed this team of industry leading experts to achieve its long-term success.

Technical Approach

CDM Smith is excited to support the City by partnering on the NTL project to improve the reliability of the City's sanitary sewer system. Our technical approach is based on our experience executing similar sewer system upgrades, and includes collaborating with the City to mitigate risk, capitalize on opportunities, and drive the completion of the preliminary design documents to initiate the next phase of the project.

Our technical approach is outlined in the following sections and depicted in the workplan on the following page.

Task 1 - Project Management

Our team's Project Manager Brian Hall will lead this effort to build a strong and successful project partnership. Brian will be Arvada's main point of contact and team leader from the initial field investigations through construction as owner's representative. He has experience leading similar projects to address challenges such as construction across difficult corridors, balancing risks and opportunities to align with construction budgets, and building consensus and buy-in amongst stakeholders to gain the support needed to advance the project goals and meet target completion dates.

CDM Smith will facilitate a project kickoff workshop with the City to review the project's objectives and goals, and to develop critical success factors that map out the success of this project. Brian Hall will use the feedback from this workshop to develop a project execution plan that will be shared with the City and will outline the scope of work and project schedule, establish communication protocols, define quality management activities for each task, and establish the deliverable tracking log to document completion and acceptance of work that meets the City's expectations.

Workshops at key stages of design facilitate stakeholder input and progress the schedule

Brian Hall will meet with the City's Project Manager weekly through the preliminary design phase to track progress on the scope, budget, and schedule, and to set goals for completion by the next project meeting. Brian will provide a project status report to the City with the monthly invoice.

As part of our quality assurance and quality control (QA/QC) program, we will prepare a comprehensive risk register to identify specific issues/risks and mitigate those as a function of impact and probability of occurrence. The register will assist us in keeping the City, the entire project team, and stakeholders informed of the risks involved in our technical decision-making throughout design and construction.

Preliminary Design Workplan for North Trunk Line Project

1.0 Project Management	2.1 Background and New Data Review	2.2 Design and Risk Assessment	2.3 Preliminary Design	3.0 Owner Representative Services
MAJOR ACTIVITIES ▪ Develop Project Execution Plan (PEP) ▪ Risk register ▪ Monthly invoicing and progress reports ▪ QA/QC program ▪ Technical review committees (TRC)	**MAJOR ACTIVITIES** ▪ Existing data review ▪ Survey and SUE investigations ▪ Geotechnical data review ▪ Environmental assessment	**MAJOR ACTIVITIES** ▪ Hydraulic model assessment ▪ Project risk assessment ▪ Permitting and stakeholder assessment ▪ Prioritization review ▪ Research pipe materials and material/supply chain shortages	**MAJOR ACTIVITIES** ▪ Split prelim design up: - Phase 1 - Prioritize High Risk priority segments - Phase 2 - Finish remaining segments	**MAJOR ACTIVITIES** ▪ Support the City with the RFP and bidding tasks ▪ Respond to bidder questions ▪ Review submitted proposals ▪ Attend key meetings with consulants/ contractors ▪ QC reviews
MEETINGS ***Project kickoff workshop***	**MEETINGS** ***Background data review kickoff meeting*** ***Subconsultant meetings***	**MEETINGS** ***Meetings with permitting agencies and stakeholders*** ***Pipe material/suppy chain meeting*** ***Design and risk assessment workshop*** ***Prioritzation/ alternatives workshop***	**MEETINGS** ***Preliminary design kickoff meeting*** ***Progress meetings***	**MEETINGS** ***Owner representative kickoff meeting*** ***Progress meetings***
DELIVERABLES ▪ Risk register ▪ Monthly invoices ▪ Progress reports	**DELIVERABLES** ▪ Survey topo drawings ▪ Geotech report ▪ Environmental/ groundwater report	**DELIVERABLES** ▪ Preliminary Design Report (PDR) ▪ Priortization/ Alternatives Report ▪ Engineer's Opinion of Probable Construction Cost (OPCC)	**DELIVERABLES** ▪ Preliminary plan and Profile drawings	**DELIVERABLES** ▪ RFP and bid documents ▪ Memorandum ranking and review of final design proposals ▪ Responses to questions during RFP process

Additional components of CDM Smith's rigorous QA/QC program are technical review committee (TRC) meetings, conducted at key milestones, where each design is reviewed by an independent panel of subject matter expert for ways to improve the design, lower the cost, speed up the schedule, identify risks, and/or incorporate innovations.

Task 2 – Preliminary Design

The goal of the preliminary design phase is to build upon the work that the City has completed to date to deliver design documents that address network capacity issues, upgrade the resiliency of the network to meet a 50 year design life, and meet budget and schedule expectations. To meet these goals, we have structured our preliminary design approach into the following three steps, which are explained further in the following sections:

1. **Background and New Data Review** – Understand the project's origins and gather field information to establish the project basis of design.

2. **Design and Risk Assessment** – Identify project risks and opportunities and collaborate with the City to refine the project design to mitigate risks, control costs, and maintain the project schedule.

3. **Preliminary Design** – Advance preliminary design for project segments with attention given to prioritize high risk segments.

Task 2.1 – Background and New Data Review

CDM Smith has already begun our background review through the RFP and supporting documents, existing City Council slides/meetings minutes, and prior experience

working with the City of Arvada. Our project manager drove the entire alignment taking notes and photos at critically important areas.

Upon kickoff of Task 2.1 we will build on what we know and continue our background review of the project alignment to understand existing features, identify constraints, and define information that will be used for the basis of design. **Constraints we have already identified are presented in Exhibit A at the end of this section.** Early understanding of these risks will support our assessment of project segments that at are at higher risk of overflow, referred to in this proposal as **high-risk priority segments**, that the City plans to construct by June 2024.

This task will review and document background information and gather new data, including the following efforts:

- Existing Data Review
- Survey and SUE Investigations
- Geotechnical Data Review
- Environmental Assessment

Existing Data Review: CDM Smith will work with the City to identify historical project information available for review to assist our understanding of the project background. Due to the length of this sanitary sewer network, it's important to work with the City to develop a consolidated data package that will serve as the basis of project design. We have assumed that the City will provide all available project information that may include: 2022 Sanitary Sewer Master Plan, the City's InfoSWMM Model, Aerial Maps, as-built drawings, pump station operations data, CCTV footage, existing geotechnical data, existing environmental data, existing permits, agreements with regulatory agencies (CDOT, canal, railroad, etc.), easement documents, and GIS parcel data. CDM Smith will review the provided information and summarize key findings as part of the project basis of design. The summary of this review will be presented to the City and documented in the preliminary design report.

For the Blue River Inflow and Infiltration project in Kansas City, Missouri, CDM Smith worked with the City to review 37 miles of closed-circuit television (CCTV) data for sewers. CDM Smith also reviewed inspection records for 898 manholes. Observed I&I sources were correlated with flow data obtained earlier in the project to develop an I&I model of the sewershed. Our team then conducted a cost-effectiveness evaluation to develop a business case for rehabilitation of certain, high-priority assets.

Survey Investigations: The CDM Smith team is aware of the various vertical datums used in the Arvada area and understands the need to establish a common project GPS vertical datum for the project. Our SuvWest team will undertake field work to locate and collect invert data on manholes along the project corridor. In addition, our team will set survey control points along the existing corridor to establish project control to support design and construction and summarize this information on a project control plan included in the preliminary design document set.

Subsurface Utility Engineering (SUE): The SUE investigations will be completed for the project following practices and procedures described in Colorado Revised Statue 9 – 1.5 and publication ASCE 38-22 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". Identifying utilities by completing a Level D assessment will highlight conflicts and inform risk mitigation during the design phase. For this task we have included a budget to undertake 30 potholes to be conducted during the preliminary design phase where potential conflicts pose a higher risk to final design development or construction activities.

Preliminary Geotechnical Evaluation: CDM Smith will utilize our in-house national experts to perform a desktop review of available information provided by the City to undertake a preliminary geotechnical evaluation. While it is unclear what information will be made available by the City for this assessment, we have assumed that it could include previous geotechnical reports for the existing sewer lines, as-built drawings and specifications for the existing sewer lines, and geological survey records adjacent to the project alignment. The summary of this evaluation will be presented to the City and documented in the preliminary design report. This step will help to identify issues, such as deep rock areas, that could impact constructability, cost, and schedule.

Environmental Assessment: At this stage of the project it is important that we undertake a desktop review of the Environmental Risk Information Service (ERIS) database for known or documented assessments on hazardous materials along the project corridor. This review will identify sites where additional groundwater testing is required during final design, and inform procurement strategies for CMAR/CMGC where these risks will need to be identified with proposed mitigation strategies. Our team will undertake a desktop biological resource review to develop a compliance process and permissible activities at Waters of the US (WOTUS) stream crossings along the alignment to meet the Nation Wide Permit (NWP) 58. Our team will seek to undertake a design and alternative construction process that will maximize the opportunity projects segments that cross WOTUS to qualify for 'non-notifying' NWP 58 conditions. Finally, our environmental assessment team will complete a desktop cultural resource assessment to confirm if the project alignment is adjacent to or likely to impact any cultural or historically significant infrastructure. Undertaking these assessments will support the quality of the project risk assessment.

Task 2.2 – Design and Risk Assessment

CDM Smith will use the project hydraulic model to develop the base case for the project design, then lead the City through an alternatives and risk assessment process to collaborate on project changes to mitigate risk, capitalize on opportunities, and identify project segments that need to be elevated to the high-risk priority segments list for 2024 construction. The success of this task will include the completion of the following activities:

- Hydraulic Model Assessment
- Project Risk Assessment
- Permitting and Stakeholder Assessment
- Material/Supply Chain Assessment
- Alternatives Reviews
- Design and Risk Assessment Workshop

Hydraulic Model Assessment

CDM Smith will undertake review of the City's 2022 Sanitary Sewer Master Plan, InfoSWMM Model, and incorporate project survey information to establish the baseline hydraulic model for the project. This baseline model will allow our team to update the limits of the project that are currently undersized and at risk of overflow that we would identify as high-risk priority segments. Review of Table 10-1 of the RFP indicates that the sections most at risk are likely to include segments NT4, NT5, NT7A, NT7B, and NT8A.

CDM Smith will verify the peak depths (d/D) at existing and future (build-out) flows of these high-risk sections that are at/or near pipe capacity. We will then model alternatives and develop solutions to overflow concerns of the NTL. Our team will design to the standards in the 2022 Engineering Code of Standards and Specifications for the City of Arvada which states that for sewers greater than 15" the d/D shall be no greater than 0.75 unless otherwise directed by the City.

CDM Smith will advise the City of the updated High Risk Priority Segments and discuss approaches.

The revised hydraulic model will allow our team to establish the preliminary design improvements to upgrade this sanitary sewer system to meet capacity goals. This proposed model scenario base case will be the point of reference that informs our risk assessment, alternatives review, and cost estimate.

Project Risk Assessment

The CDM Smith team will undertake a project design and construction risk assessment to summarize risks and opportunities from the preliminary design review. The project risk assessment will first define groups based on the risk of overflow. These reaches have been identified in the 2022 Sanitary Sewer Master Plan and our team will leverage this and institutional knowledge to prioritize and group them into manageable packages that work with the City for timing, budget, and risk mitigation.

Remaining sections of the NTL will be analyzed with additional criterion for risk. This will allow the areas with risk of overflow under existing conditions to begin moving forward through preliminary design, while in parallel we develop a plan for the remaining sections that are not at risk under existing conditions. These remaining sections will look at pipe deficiencies since overflow is not the main impetus.

CDM Smith performed a similar risk assessment using this methodology on the Water Main and Sanitary Sewer Pipe Risk Assessment for Lake County Public Works beginning in 2019. CDM Smith conducted an evaluation and assigned risk scores to 388 miles of sanitary sewer pipe. High-risk pipes were identified for inspection or rehabilitation. Risk assessment results were also used to identify critical hydraulic improvement needs and bundled into projects and scheduled for repair.

The NTL project will follow a similar roadmap of utilzing criteria developed with the City to schedule projects.

As part of the SC2/SC5 Sanitary Sewer Upgrades project, CDM Smith developed a wastewater model using the InfoSWMM Software to evaluate existing and build-out flows within the areas of concern. Given survey data and proposed build-out flow data for the system, **CDM Smith was able to eliminate 4,600-feet of sewer replacement** where existing capacity was calculated to be adequate for build-out flow. This length was instead rehabilitated with CIPP resulting in an **estimated cost savings of $317,400** for the City of Aurora.

Additionally, through InfoSWMM modeling, **CDM Smith was able to provide various flow routing alternatives** for the City's review as part of the preliminary design process. CDM Smith used the model to review the survey and existing data validity, evaluate flow routing alternatives, and calculate the correct pipe sizing for proposed improvements. **This iterative review and modeling process allowed the City to confirm that the proposed improvements were the optimal alternative at each location.**

CDM Smith will assign risk ratings and then program projects based on the City's timeline. For this portion of the project, risk is comprised of two components:

- **Probability of Failure (PoF) –** This is the risk component related to a pipe's potential to fail. PoF can be assesssed knowing the pipe age, material, known structural damage, history of breaks, proximity to corrosive soils, damage from vibration/heavy loads and potential for chemical attack.

- **Consequence of Failure (CoF) –** This risk component is related to a pipe's proximity to critical features in the City. CoF factors consider social, environmental, and financial risks. CoF factors that may be assessed include proximity to roads, railroads, neighborhoods, and vulnerable waterways such as Little Dry Creek.

Pipe with a high probability and consequence of failure will be given high risk ratings. Our team will hold an internal workshop in which the project team will present the findings and update the risk register. These findings will be discussed in the Task 1 technical review committee meeting as part of CDM Smith's QA/QC procedures.

Permitting and Stakeholder Assessment

CDM Smith will coordinate with outside agencies to identify the permits, as well as permit conditions that design and construction must meet as part of local, state, and federal laws. Grouping sections of pipe by similarly related permitting requirements is another criterion that will push this project along efficiently. Permits we have already identified that may impact this project are listed in the following table:

Potential Permits	Permitting Agency
Stormwater Management Plan/Notice of Intent	Colorado Department of Public Health and Environment (CDPHE) Water Control Division
Dewatering	CDPHE
Utility/Special Use	Colorado Department of Transportation
Channel Crossing	Ditch/Channel Companies
ROW	City of Arvada, City of Westminster
Section 404 (if required)	U.S. Army Corps of Engineers (USACE)
Prairie Dogs, Migratory Birds, Raptors (as needed)	Colorado Parks & Wildlife
Air Pollution Emissions Notice	CDPHE Air Pollution Control Division
Stormwater and Floodplain	CDPHE
Railroad Crossing	Railroads (BNSF, UP, RTD)

Material/Supply Chain Assessment

Over the last two or three years the construction industry has seen many fluctuations in lead times and cost for a variety of materials and appurtenances. Between now and time-of-purchase, we will focus on the market and work with the City to discuss our assumptions. CDM Smith's full service construction subsidiary, **CDM Constructors Inc (CCI), watches market conditions and will provide our team with the most upated information.** We meet to discuss our findings and make decisions in the best interest of the project.

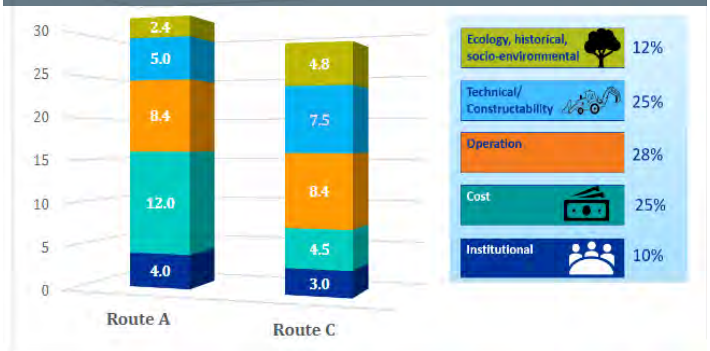
Alternatives Review

At this stage of the project our team will develop a phasing/prioritization framework to complete preliminary design and send sections out for bid. We will move forward with the high-priority sections ahead of other reaches that are not high risk. Based on available information we understand those sections to include NT4, NT5, NT7A, NT7B, and NT8. CDM Smith will push high-risk sections out in a sequence that is consistent with the project urgency described in the RFP. Based on Arvada's desired completion date we will expedite this step.

For all remaining sections of the NTL our team will utilize a proven screening approach with criteria weighting to optimize the best plan for project phasing. The success of a capital program depends on stakeholder buy-in to the risk assessment process. CDM Smith will develop a list of criteria in collaboration with stakeholders that is weighted towards the most important items to develop an approach to group sequencing. Our unbiased approach allows stakeholders to visualize risk impacts and provide transparency to the decision making process. Some applicable criteria may include:

- **Budget –** CDM Smith will collaborate with the City to develop design packages that fall within the budget. Our full-service construction arm, CCI, will provide estimating for both general budgetary and specific bids to provide the City what it needs to plan, budget, finance, and evaluate this investment. Our highly skilled, full time estimators utilize the latest technologies and software to provide the most comprehensive information.

An example of the final weighted score used for our Sand Creek Interceptor Feasibility Study



- **Construction Corridors and Site Access –** The NTL is approximately 37,500 feet and traverses several different construction corridors, which could provide an option for phasing the work. CDM Smith has reviewed the alignment and understands it traverses residential neighborhoods, Little Dry Creek, and goes down Sheridan Blvd.

- **Permitting Risks –** Our permitting assessment will help base our decisions for phasing. For example, we may delay the section that intersects the railroad depending on the permitting requirements for the Railroads.

- **Hydraulic Implications –** Our decisions on project phasing may not result in a simple "upstream to downstream" order of construction. As such, our work must be weighted with hydraulic modeling criteria to optimize the intended benefits of the project even if it is not done in sequential order. Our Hydraulic Modeling Expert Shilpa Shivakumar will review all group sequencing alternatives for any fatal flaws.

- **Material Availability –** As discussed under Material/ Supply Chain Assessment, our team will monitor material/supply chain from the onset. Pipe availability and preference for certain materials may weigh in our decisions for project phasing.

- **Public Impacts –** We will work with the City to identify public impacts along the corridor that require improvements and make accommodations when possible. For example, planning construction around Excel Academy to take place during summer months or minimizing impacts to businesses along Sheridan Blvd by performing construction during low shopping seasons.

Alternatives/Prioritization Workshop and Technical Memorandum

CDM Smith will lead a workshop and develop a memorandum to outline our project phasing recommendation. We will discuss operations during construction of existing lift stations, diversion structures, and other structures. This memo will include bypass systems and options to minimize the amount of flow (and cost) associated with them.

Cured in place pipe (CIPP) liner

Additionally, during design and risk assessment, review and consideration will be given to the following:

- **Rehabilitation and Trenching Approach –** We understand that not all sections of this sewer are undersized. However, the NTL was installed throughout the 1960s and 1980s and is reaching the end of useful design life. These sections may only need rehabilitation and our team has experience doing sewer assessments with CCTV and multi-sensor equipment (as needed) to determine whether an AWWA M28 Class III (semi-structural) or Class IV (fully-structural) method is required.

- **Stakeholder Plan –** Review plan for meetings and coordination with permitting and stakeholders. Confirm plan and establish points of contact for communication, information sharing, and meeting scheduling for preliminary and final design phase. Key stakeholders we have already identified include: CDOT (Sheridan Blvd. and Wadsworth Blvd.), property owners, City of Arvada stormwater, Railroads, parks and recreation, City of Westminster, and canal/ditch contractors.

- **Operations and Maintenance Improvements –** we will collaborate with the City staff to improve access and safety for City staff maintaining the improved system. Consideration will be given to manhole locations, cleaning and access points, and proximity to other utilities. We will consider feedback from operations crews on existing easements and whether they should be changed for better access to the interceptor.

- **Risk Management Approach –** Develop action items to manage and advance risk register during the preliminary design phase and throughout construction. Some of the risks we have already identified are in the following table:

Risk	Mitigation Strategy
Hydraulic implications of improvements that are not downstream to upstream	Validate priorities with hydraulic model after a construction sequence has been decided
Permitting implications crossing Little Dry Creek	Engage permitting agencies early; investigate trenchless options to avoid 404 permit and historic review of canals (if needed)

On the FRI and Baker Force Main Rehabilitation project CDM Smith performed a gravity pipeline, manhole, and force main condition assessment and rehabilitations to vitrified clay pipe (VCP) ranging in diameter from 30' to 33'. CDM Smith performed sewer assessments and found multiple defects. A high risk of structural failure was likely to result in overflows and exfiltration. The team reviewed cured-in-place-pipe, sliplining, and spiral wound lining technologies. Ultimately we decided on a CIPP approach. CDM Smith developed detailed bypass concepts to obtain permits and minimize disruption to the community.

Risk	Mitigation Strategy
Selection of correct rehabilitation approach	Perform sewer assessment to determine suitable rehabilitation method
Selection of correct procurement approach	Engage with the City early to develop goals
Construct high-priority sections by June 2024	Review existing data and fast track sections already characterized as high-risk

- **Procurement Strategy –** Our team has experience with sewerline improvement projects utilizing various construction delivery methods. Once we have prioritized segments, we will work with the City to select an approach that optimizes the budget and schedule. We initially propose three options: design-bid-build (DBB), CMGC, or a hybrid approach. Each has different risks and associated risk ownership, but with proper task tracking and team collaboration we believe any of these options could succeed at meeting the City's goals. **These options are shown in Table 1: Project Execution Structures**

- **Procurement Packages –** Defining upstream/downstream limits and a procurement schedule for non high-risk priority segments will allow the City to advance pre-procurement discussions with potential consultants and contractors to increase interest on future RFPs. This approach will also consider the sequencing of upgrades and any resulting impacts to lift station or diversion structure operations.

Design and Risk Assessment Workshop

CDM Smith will lead a design and risk assessment workshop to present the key findings from this task and support our recommendations for the City's approval.

Task 2.3 – Preliminary Design

CDM Smith's collaboration with the City at the design and risk assessment workshop will set the starting point for the preliminary design phase, establish expectations on how key aspects of the project will be addressed, and advance the design along an updated schedule so the City can start procurement for each segment. **Our work in this phase will be to fast track the high-risk priority segment design while undertaking the design of the full project in parallel.** The preliminary design will be split into the following two phases:

- **Phase 1 - High-Risk Priority Segments:** CDM Smith will focus on fast tracking the design for the Phase 1 segment to maximize the construction window to meet the June 2024 completion goal.

- **Phase 2 - Remaining Segments:** As the high-risk priority segment work is underway, CDM Smith will work with the City to advance the design of the remaining project segments based on prioritization and phasing determined in the design and risk assessment workshop.

Table 1: Project Execution Structures

	Design-Bid-Build (DBB)	CMGC	DBB/CMGC Hybrid
	Traditional approach where design is completed and then it is bid out to a contractor. To fast track high-priority sections we propose CDM performs final design before being publicly bid.	This approach teams your designer with a general contractor at preliminary design giving time for the contractor to grasp scope and provide constructibility reviews.	This proposed option uses CMGC to expedite the high-risk sections that must be constructed by June 2024 and DBB to construct the remaining sections.
Pros	▪ Risk-ownership of design remains with CDM Smith ▪ One responsible party for design ▪ Competitive open-bid can lower costs ▪ Allows more time to progress design and provides higher confidence in scope prior to bidding	▪ Expedites schedule ▪ Construction costs known and fixed during design ▪ Construction may start before design completion reducing project schedule ▪ Contractor can order materials when they are their cheapest ▪ Contractor perform constructability reviews	▪ Takes the best of both approaches and allows high-risk areas to be advanced while we develop a schedule for low risk sections of the NTL be constructed as part of this mini master plan ▪ Provides scope flexibility in case more (or fewer) high-risk sections are discovered as design progresses
Cons	▪ Longer schedule, design is complete prior to construction award (risk of not constructing some sections by 2024) ▪ No contractor input on constructability can lead to higher costs and/or change orders	▪ Need to encourage competitive bidding with subs ▪ Due to lower level of design completion, requires more oversight in the field	▪ Complicates procurement

Our proposed pipeline/civil designer, Derek Nelson, has replaced sections of AC pipe for the City of Arvada in the past. As a resident engineer on the 88th Avenue Waterline Replacement job for the City of Westminster, he coordinated with the City of Arvada on removing sections of existing AC pipe and replacing it with PVC.

While the project will be advanced in phases, CDM Smith will develop a preliminary design document for each segment of the project. The 30% design drawing set for each segment will include general sheets, notes, plan and profile drawings, and detail drawings. Where information is provided by the City, CDM Smith will identify areas where existing asbestos-cement (AC) water mains located along the sewer will be replaced as part of the future design phases.

The preliminary design package for each segment will include 30% drawings, preliminary design report, engineers OPCC cost estimate, project schedule, and risk register. Preliminary design packages will be issued as a draft to the City for review and presented by the CDM Smith team at the preliminary design workshop.

Task 3 – Owner's Representative Services

CDM Smith will act as the Owner Representative to support the City with the RFP and Bidding tasks for each segment, as well as support City staff through the final design of each package. Our efforts in the RFP and bidding phase will include the preparation of RFP and Bid Documents for each phase, responding to bidders' questions and reviewing of the submitted proposals, and provide feedback on those proposals.

Once final design is underway, the CDM Smith team will provide support to the City as needed to support the success for each segment. We envision our support for this phase will be to attend key meetings, undertake quality control reviews for final design document packages, and provide support for review of contractor procurement packages.

CDM Constructors Inc. (CCI) - CDM Smith's designers and constructors provide the full range of construction services. Working under a variety of mechanisms – from traditional design-bid-build to various alternative delivery options –construction professionals are involved early in project planning and design to help our clients choose the right delivery method, while maintaining cost management and effective quality control. Backed by nearly 60 years of experience and building know-how, CDM Smith offers extensive in-house construction capabilities and an award-winning safety record —ready to meet Arvada's needs for cost savings, quality and reliability, expedited schedules, and smooth operations.

CDM Smith's fully integrated construction division, CDM Constructors Inc (CCI), was established in 1997 and makes CDM Smith a top ranked global contractor and leader in at-risk project delivery. CDM Smith has executed over $2.5 billion of design-build work for public, private, and federal clients.

Our team will utilize the knowledge of our multi-faceted resources as a single point of responsibility for the North Trunk Sanitary Sewer project to provide innovative solutions from initial concept development through design, construction, commissioning, and operations and maintenance. We also provide construction services in the following areas: project controls, cost estimating, instrumentation & controls, constructability reviews, value engineering, and pilot plants.

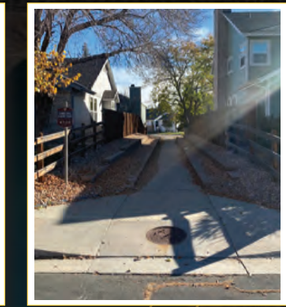
Exhibit A: Site Map of North Trunk Line Route

RESIDENTIAL IMPACTS

- *Traffic control and lane closure*
- *Restrict and define construction vehicle routes*

CLOSE PROXIMITY TO SCHOOL

- *Minimize access impacts to school*
- *Schedule construction during non-school times*

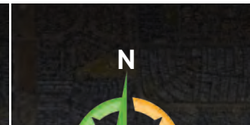


RESIDENTIAL DEVELOPMENT ADJACENT TO CONSTRUCTION

- *Trench management required*
- *Consider rerouting pipe to avoid corridor owned by HOA; potential to rehab the existing pipe and install new trunk line through Michael Northey Park for redundancy (shown as dashed line)*

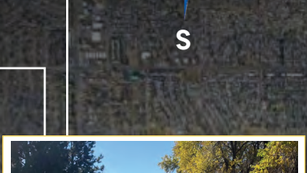
SHERIDAN BLVD IMPACTS

- *Traffic control and lane closure*
- *Assumed as heavy utility corridor - conduct SUE Level A utility locates to determine potential conflicts*



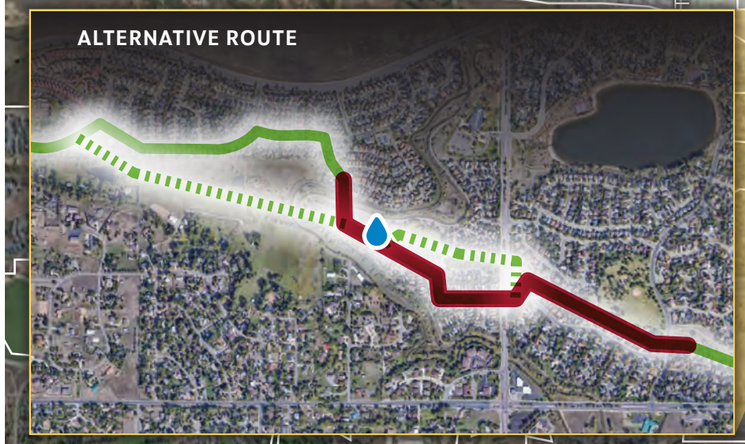
CONSTRUCTABILITY IMPACTS ON TENNYSON ST. FROM W. 68TH AVE. TO W. 64TH AVE.

- *Pipe is assumed deep to maintain constant slope through hill*
- *Consider trenchless design or rehab to avoid deep open cutting*



RAILROAD CROSSING

- *Begin coordination with railroad early in design*
- *Conduct geotechnical evaluation to perform trenchless installation*



LITTLE DRY CREEK CROSSING

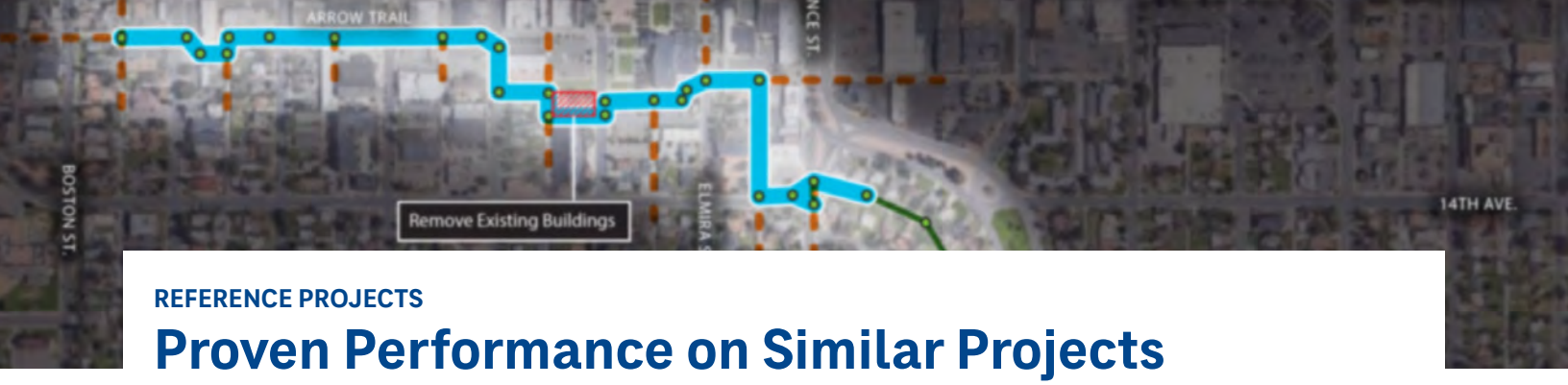
- *Deep trenchless crossing required*
- *Manage construction near sensitive waterways*
- *Manage groundwater near Little Dry Creek*

NARROW CORRIDOR FOR CONSTRUCTION

- *Consider reroute through Lakecrest Park to avoid residential impacts (shown as dashed line)*

LEGEND

- North Trunk Line (NTL) route
- Proposed NTL alternative route
- Areas of highest risk of overflow
- Traffic impacts
- Water crossing
- Railroad crossing
- NTL lift station



REFERENCE PROJECTS

Proven Performance on Similar Projects

Sewer System Rehabilitation Design/Construction

CDM Smith has extensive evaluation, planning, design, permitting, and construction management experience on sewer rehabiliatation and replacement projects throughout the nation. Many of CDM Smith's undertakings have been a direct result of sewer system evaluation surveys, I/I studies, and wet weather studies. In addition, many of these projects have utilized trenchless construction methods such as pipe bursting, pipe lining, microtunneling, directional drilling, and pipe jacking.

SC2/SC5 & South Ouray Way Sanitary Sewer Upgrades

Aurora, Colorado

Aurora called upon CDM Smith to truth check a Master Plan (provided by others) which recommended replacement of 6,000' of SS. Our team put boots on the ground to survey every manhole, advance InfoSWMM hydraulic models, and recommend a path forward which balanced concerns for cost, capacity and impacts to various stakeholders. Working hand-in-hand with Aurora, our local team concluded that only 30% (2,000 LF) of the pipeline required repair/replacement. Through an iterative review process, our team identified optimal alternatives for each pipe section and helped Aurora achieve significant cost savings and improved confidence in projections for long-term capital investments.

In just 18 months, CDM Smith produced designs and specs to support a swift construction process. Our local team drafted permitting applications to streamline the construction phase and avoid post-award hurdles. The majority of line was repaired using open-cut removal/installation and a portion was addressed with CIPP to retain capacity and extend the pipe's lifespan >50 years. Currently, our team is providing owner's representative services in the form of shop drawing review, responses to RFIs and production of as-builts.

Staff: Brian Hall, Tom Charles, Ryan Tordella, Doug Youngblood, Shilpa Shivakumar, Todd Stalnaker

Pipe Diameter: 8" to 18"

Services: Design and construction services for sewer replacement/repair (70% open cut, 30% CIPP lining)

Reference: Catherine Schumacher, Project Manager, Aurora Water ▬ 15151 E. Alameda Pkwy., Aurora, CO 80012 ▬ (720) 859-4304 ▬ cschumac@auroragov.org

Schedule: 18 months, 2020-2023

Cost: $6,678,000 construction, $615,000 design

Scope Highlights: Working out master plan design issues, alternatives; cost savings; reductions in impacts to stakeholders (back yards and businesses); working with profile design to improve HGL to change main improvements to lining while maintaining duration

I&I Reduction Program

Oak Lawn, Illinois

The Village of Oak Lawn, Illinois has experienced severe sewer surcharging (e.g. manhole overflows and basement backups) attributable to inflow and infiltration. CDM Smith was retained to develop an annual sewer rehabilitation program and has overseen its implementation over the past 10 years. This program has resulted in elimination of sewer overflows and proactive repairs to avoid pipe collapses.

CDM Smith provided full-service engineering support from initial design through construction-oversight. CDM Smith worked hand-in hand with the Village's operations crew to conduct flow metering, evaluate CCTV data, conduct hydraulic modeling, and fast-track development of bid-sets for high-priority improvements to rehabilitate and replace manholes and pipe segments. Post-design support has included review of bidder proposals, budget tracking, submittal review, and a resident engineer to oversee construction and address amendment requests.

In totality, CDM Smith's program achieved inspection of 36 miles of pipe, and rehabilitation or replacement of 19 miles of pipe and rehabilitation of 454 manholes.

Staff: Doug Youngblood

Pipe Diameter: 8" to 30"

Services: Design and construction services for sewer replacement/repairs (10% open cut, 90% CIPP)

Reference: Bill Meyer, Assistant Public Works Director, Village of Oak Lawn ▬ 9446 S. Raymond Ave., Oak Lawn, IL 60453 ▬ (708) 499-7748 ▬ wmeyer@oaklawn-il.gov

Schedule: 111 months, 2012-2022

Cost: $5,216,811 construction, $2,095,265 design

Scope Highlights: Strategic planning; capital program development; pipe replacement design; pipe rehabilitation design; bidding phase services; engineering services during construction; resident engineering

Owner's Representative Services

Our team will serve as a trusted advisor to the City in the planning, design, and implementation of the project using the City's preferred delivery method. Our design capabilities and in-house construction expertise cover the entire project life cycle, as demonstrated by the following projects.

Caulks Creek Forcemain Improvements

Saint Louis, Missouri

The Metropolitan St. Louis Sewerage District (MSD) Caulks Creek Force Main suffered repeated line failures resulting from corrosion, deterioration, deand insufficient capacity. MSD hired CDM Smith to evaluate and implement rehabilitation of two segments of the Caulks Creek Force Main, each designed and constructed as their own independent projects, consisting of 11,800 linear feet of 30" diameter and 925 feet of 10" diameter pipelines and appurtenances in total.

These projects presented multiple challenges and required CDM Smith to address the system hydraulics and perform a transient analysis to ensure adequate hydraulics, proper venting of the pipe, and special design considerations to steam-line subsequent permitting requirements. The alignment of the force mains was thoroughly evaluated and had to overcome a number of obstacles including railroads, Interstate highways and local streets, creeks, levees, floodplains and wetlands. The majority of the pipeline was constructed using open-cut, though tunneling was employed beneath railroads, interstates and levees.

Following design completion, CDM Smith's team functioned as an extension of the owner through coordination with oversight agencies, production of permitting applications and construction oversight. Throughout construction, CDM Smith provided on-site surveying support, reviewed shop drawings, responded to contractor RFIs and amendments, and developed as-builts.

Staff: Brian Hall, Dana Giesy, Greg Sanders, Todd Stalnaker

Pipe Diameter: 10" to 30"

Services: Design, construction oversight/Owner's rep

Reference: Jerry Jung, Project Manager, Metropolitan St. Louis Sewer District ▬ 2350 Market Street, Saint Louis, MO 63103 ▬ (314) 768-6226 ▬ jjung@stlmsd.com

Schedule: 31 months, 2014-2017

Cost: ~$1,000,000 design, $150,000 Owner's representative

Citywide Sewer Rehabilitation within Waterways

Kansas City, Missouri

CDM Smith provided design and construction services for the installation of cured-in-place pipe (CIPP) lining, manhole rehabilitation, pipe encasement and stream bank stabilization to protect existing and realigned infrastructure. Our team conducted a value engineering analysis to prioritize pipeline improvements and identify approaches to balance cost, capacity concerns and risks to schedule.

The value-added solutions developed through the collaboration of the design-build team members resulted in the City's critical infrastructure being protected from high wet weather flows, extension of it's useful life and water quality improvements. The team realized cost savings at the beginning of construction which enabled the City to expand the project's scope of work to include additional infrastructure improvements.

CDM Smith produced permits on the City's behalf and maintained a streamlined approach to obtain approvals expeditiously. This allowed construction in the City's valuable waterways to be conducted in less time than initially projected and in an environmentally sustainable manner in partnership with the Contractor, the City's operations team and public stakeholders. The project was recognized with ACEC's 2019 Engineering Excellence Award.

Staff: Brian Hall, Doug Youngblood, Dana Giesy

Pipe Diameter: 12" to 54"

Services: Final design, construction oversight/Owner's representative services

Reference: Brian Hess, Smart Sewer Director, KC Water ▬ 4800 E. 63rd Street, Kansas City, MO 64130 ▬ (816) 513-0122 ▬ brian.hess@kcmo.org

Schedule: 68 months, 2017-Ongoing

Cost: $18,000,000 total | $8,000,000 design

Scope Highlights: Prioritizing high-risk assets; determining cost effective solutions whether rehabilitation, repair, or replacement; comprehensive, fast-tracked permitting

Other Relevant Experience

In addition to the projects requested in the RFP, we have included the following project descriptions to highlight other recent experience with critical similarities to Arvada's North Trunk Line project.

Tollgate Creek Interceptor Parallel

Aurora, Colorado

CDM Smith completed the interceptor paralleling including connecting the existing and future interceptors. The work included recommendation of a route for the new interceptor alignment through an urbanized and heavy utility corridor, and preliminary and final design of approximately 5 miles of gravity interceptor ranging from 36-inches to 42-inches in diameter. The team also provided permitting assistance including with CDOT, permit tracking, surveying and geotechnical evaluation (through subconsultants), preliminary and final design of sewer interceptor including tunnel crossing of major roadways, tie-in of existing services/tributary connections, and bidding services through bid opening.

Ken Caryl Ranch Sanitary Sewer Improvements

Ken-Caryl, Colorado

Preliminary design, final design, inspection, permitting, and construction phase services for the replacement and CIPP lining of approximately 2,800 LF of 8- to 15-in sanitary sewer pipe. CDM Smith inspected 35 sanitary sewer manholes, rehabilitated 18 concrete manholes, and inspected/reviewed CCTV video for 35 sanitary sewer segments. Rehabilitation recommendations for the sanitary sewer and manholes were outlined in a technical memo and design plans and specifications were prepared for open cut and CIPP lining of sanitary sewer as well as sanitary manhole rehabilitation.

KCMO Blue River Central Infiltration & Inflow Reduction - Area #2

Kansas City, Missouri

KCMO retained CDM Smith to evaluate I&I in BRC-2, and then develop a cost-effective source reduction plan. Once the plan was completed, CDM Smith then provided bidding and construction services to ensure quality control, while a contractor conducted source reduction activities. Primary responsibilities include reviewing rainfall and flow monitoring data to determine the average daily dry weather flow, high groundwater infiltration, determination of inflow, determination of peak system flow rates vs. system capacity, and preparation of volumetric and statistical information. The results provided the basis for estimating the I/I quantities for pre-rehabilitation conditions.

East Cherry Creek Valley Northern Water Supply Pipeline

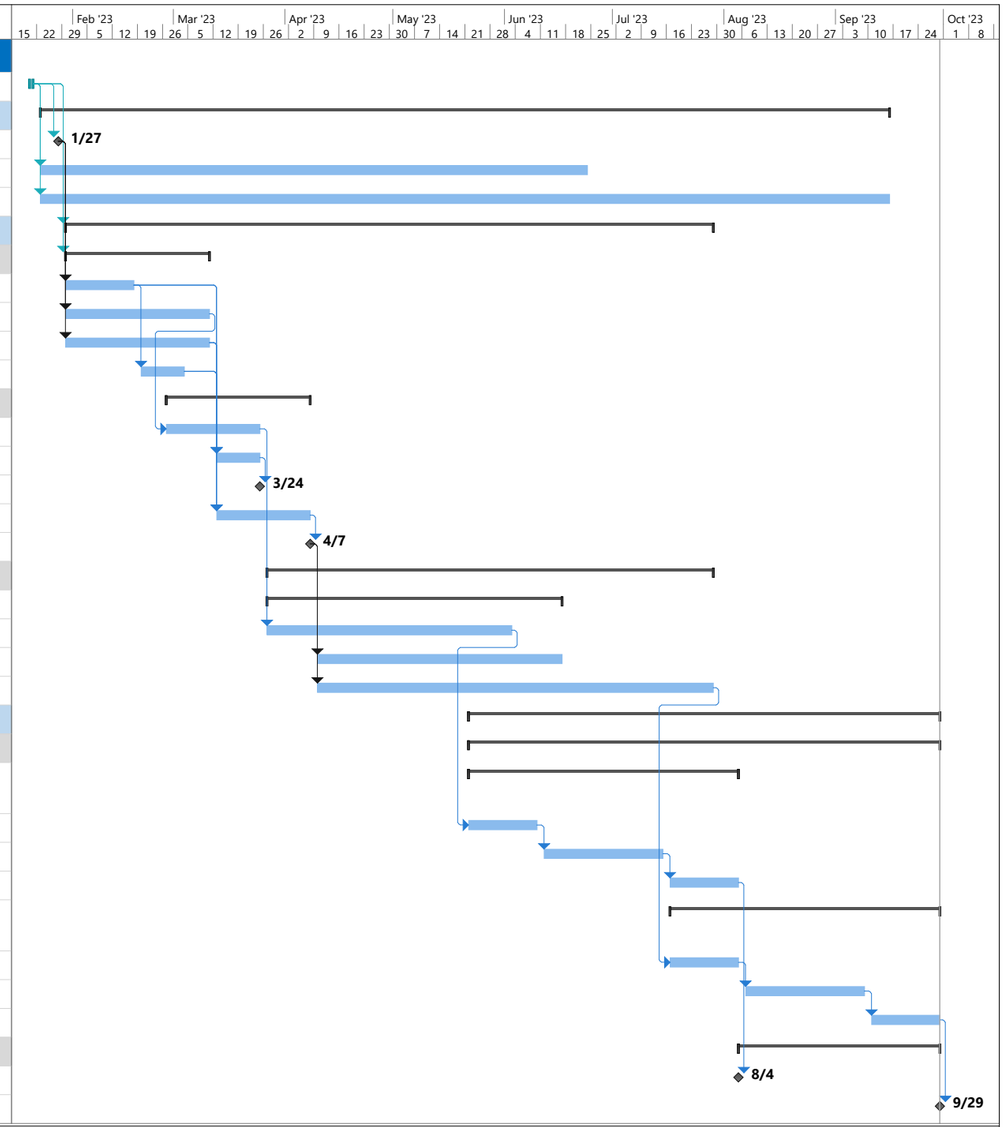
Colorado

CDM Smith's history of local transmission system expertise also includes Tom Charles' experience with ECCV to bring its 31-mile Northern Water Supply pipeline online within 30 months. CDM Smith performed preliminary engineering analyses to identify a pipeline alignment and potential implementation issues. We evaluated four potential alignments, ultimately completing final design and implementing pre-purchase and procurement contracts for the Northern Project facilities consisting of 31 miles of 48-inch high pressure transmission pipeline from the Barr Lake area to the District terminal storage facilities at Smoky Hill and two separate high pressure booster pump stations (12 mgd).

SCHEDULE

Fast-track Priority Segments with an Eye on Risk

ID	Task Name	Duration	Start
1	Arvada North Trunk Line Schedule		
2	NTP - City Issues PO	1 day	Fri 1/20/23
3	**Task 1 Project Management**	**170 days**	**Mon 1/23/23**
4	Task 1.1: Kickoff Meeting and Project Initiation	0 days	Fri 1/27/23
5	Task 1.2: Project Meetings and Updates (Preliminary Design Pha	110 days	Mon 1/23/23
6	Task 1.3 & Task 1.4: Monthly Invoicing and Quality Control	170 days	Mon 1/23/23
7	**Task 2 Preliminary Design**	**130 days**	**Mon 1/30/23**
8	**Task 2.1 Background Review**	**30 days**	**Mon 1/30/23**
9	Existing Data Review	15 days	Mon 1/30/23
10	Survey and SUE (Level D) Investigations	30 days	Mon 1/30/23
11	Environmental Assessment	30 days	Mon 1/30/23
12	Preliminary Geotechnical Evaluation	10 days	Mon 2/20/23
13	**Task 2.2 Design and Risk Assessment**	**30 days**	**Mon 2/27/23**
14	Hydraulic Model Assessment	20 days	Mon 2/27/23
15	Project Risk and Permitting Assessment	10 days	Mon 3/13/23
16	Design and Risk Assessment Workshop	0 days	Fri 3/24/23
17	Alternatives Review	20 days	Mon 3/13/23
18	Prioritization / Alternatives Workshop	0 days	Fri 4/7/23
19	**Task 2.3 Preliminary Design Phase**	**90 days**	**Mon 3/27/23**
20	**Phase 1 - High Risk Priority Segments**	**60 days**	**Mon 3/27/23**
21	*Potential Early Approach (Option 1)*	50 days	Mon 3/27/23
22	*Non Early Start Approach (Option 2)*	50 days	Mon 4/10/23
23	**Phase 2 - Remaining Segments**	80 days	Mon 4/10/23
24	**Task 3 Owners Representative Services**	**95 days**	**Mon 5/22/23**
25	**Task 3.1 Bidding Support Services**	**95 days**	**Mon 5/22/23**
26	**Phase 1 - High Risk Priority Segments (Option 1 Early Start - 1st RFP, additional RFPs to be spaced to encourage bidding)**	**55 days**	**Mon 5/22/23**
27	Develop Bid Package	15 days	Mon 5/22/23
28	Advertise / Bidding / Bid Opening	25 days	Mon 6/12/23
29	Award / Contracting / Issue NTP	15 days	Mon 7/17/23
30	**Phase 2 - Remaining Segments (1st RFP, additional RFPs to be spaced to encouraged bidding)**	**55 days**	**Mon 7/17/23**
31	Develop Bid Package	15 days	Mon 7/17/23
32	Advertise / Bidding / Bid Opening	25 days	Mon 8/7/23
33	Award / Contracting / Issue NTP	15 days	Mon 9/11/23
34	**Task 3.2 Final Design Support (Schedule TBD)**	**40 days**	**Fri 8/4/23**
35	Phase 1 - High Risk Priority Segments	0 days	Fri 8/4/23
36	Phase 2 - Remaining Segments	0 days	Fri 9/29/23



Date: Thu 11/17/22

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

COST

Conscious Choices for Best Value

CDM Smith has prepared this preliminary design estimate based upon the key objectives listed in the City's RFP, the technical approach provided in this proposal, and the additional assumptions included in this section. CDM Smith proposes to undertake these scope of services on a lump sum basis with a not to exceed budget of **$978,947**. Work will be completed based on mutual agreement on a contract, comments to the draft contract conditions have been included in this proposal submittal. Refer to the table below for our estimate of approximate manhours and fees.

		CDM Smith			Subconsultants			
	Task Description	Hours	Labor	ODCs	Survey	SUE	Environmental	Total Fees
North Trunk Line Preliminary Design								
1	**Project Management**							
1.1	Kickoff Workshop	52	$ 10,750	$ 500	$ -	$ -	$ -	$ 11,250
1.2	Meetings and Updates	133	$ 29,175	$ 500	$ -	$ -	$ -	$ 29,675
1.3	Monthly Invoicing	72	$ 10,200	$ -	$ -	$ -	$ -	$ 10,200
1.4	Quality Control	280	$ 58,730	$ -	$ -	$ -	$ -	$ 58,730
2	**Field Services**							
2.1	Background Review	200	$ 38,262	$ 500	$ 102,500	$ 95,000	$ 39,000	$ 275,262
2.2	Risk and Alternatives Assessment	894	$ 151,070	$ 250	$ -	$ -	$ -	$ 151,320
2.3	Preliminary Design	2,424	$ 346,760	$ 500	$ -	$ -	$ -	$ 347,260
3	**Owner's Representative Services**							
3.1	Bid Phase Services	366	$ 56,650	$ 250	$ -	$ -	$ -	$ 56,900
3.2	Final Design Support	170	$ 38,250	$ 100	$ -	$ -	$ -	$ 38,350
	Total	**4,591**	**$ 739,847**	**$ 2,600**	**$ 102,500**	**$ 95,000**	**$ 39,000**	**$ 978,947**

Additional Proposal Assumptions

- Project meetings to support the preliminary design phase:
  - 1 kickoff workshop at City offices including 4 key CDM Smith team members
  - 35 weekly half-hour progress meeting calls
  - 8 additional project meetings, 1 two-hour meeting per month with 2 CDM Smith team members
  - Budget has included up to 35 weekly progress to support preliminary design through the bidding phase.
  - Monthly invoicing through June 1, 2024
- All background documents are provided by the project kickoff meeting
- Survey & SUE –Establish horizontal and vertical coordinates for up to 180 manholes and undertake 30 QLA utility potholes. Traffic control will be subject to approved permits; we have assumed a budget of $17,500 to cover 7 field days.
- Hydraulic Model - City to provide suitable working hydraulic model with associated files to support the project with minimal verification required; updates for the existing system limited to updating to revised survey manhole invert elevations
- Project team will develop singular risk register for review with the City at the design and risk assessment workshop; filtering criteria will be included in risk register for export specific to each preliminary design package.
- Permitting and Stakeholder Assessment – Level of effort based on developing register of permits and stakeholder requirements through research and meetings.
- Workshops will present recommendations for City review; schedule assumes that City will confirm decisions requested at these workshops within 5 working days.
- Procurement approach will be confirmed in Task 2. For budget and schedule, we have assumed that this work will be developed in up to 5 separate procurement packages (2 alternative delivery, 3 standard procurement). Procurement schedule will be refined with the City to allow spacing between RFP packages to balance program schedule and encourage the largest bidding pool.
- CDM Smith will review and provide comments on City's procurement documents (alternative and standard procurement).
- Final design schedule and support based on budgetary estimate and will be refined during the Task 3 bidding process. For each of the five design packages, we have assumed for one 90% review (5 total) and up to three project team meetings (15 total).

PERFORMANCE MEASURES

Accountability for Project Sucess

Performance Measures Form

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for Services (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than $15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. CDM Smith will submit monthly invoices, including a detailed description of work completed.

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. CDM Smith will provide Arvada with project status updates on a weekly basis during the PM's weekly 30-minute call,

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. At key design milestones a technical review committee (TRC) will evaluate the design. The City is invited to attend one or more of these meetings, and/or comment logs can be provided.

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. Deliverables will be issued in electronic format unless specifically requested otherwise by the City, reducing the use of resources to produce hard copies.

2. CDM Smith will host project data on a SharePoint site with shared access for the City's team. This will allow all meetings, project documents, and submittals to be accessed and reviewed with no need for printing.

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

APPENDIX A: REQUIRED FORMS

Required Vendor Submittal Form

SUBMITTED BY:

Company Name: CDM Smith Inc.
Contact Names: Sales/Customer Service: Alesandra (Reed) Baker
Address: 555 17th Street, #500, Denver, CO 80202
Phone: (303) 383-2475 Email(s): reedaf@cdmsmith.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____ Signature of Authorized Agent	November 18, 2022 Date	04-2473650 FEIN
Alesandra (Reed) Baker Typed/Printed Name of Agent	Principal-in-Charge Title of Agent	reedaf@cdmsmith.com Agent Email
Solomon Abel Typed/Printed Name of Witness	Vice President Title of Witness	abelsj@cdmsmith.com Witness Email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: 0% N/A Days, Net: 30 Days, Accept Visa without additional fee? no

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Variance Request: The CDM Smith team has reviewed the general teams and conditions provided in the RFP. We appreciate the opportunity to review and comment on these items as part of the proposal submission, and upon selection, would like the opportunity to meet with the City to discuss the comments on the contact clauses provided below.

Page #:2
Item # or Section: Clause 4: Indemnification
Variance: INDEMNIFICATION OF ARVADA. Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including reasonable attorneys' fees and related costs) to the extent arising from any negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.

4.1. Confidential Information Indemnification. Disclosure or use of Arvada Confidential Information by Contractor in violation of these Terms and Conditions may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors to the extent arising out of Contractor's breach of confidentiality obligations set forth herein. *We have made these edits to clearly tie this indemnity to the confidentiality obligations specifically set forth in the Special Terms and Conditions.*

4.2. Intellectual Property Indemnification. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including reasonable attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

Page #:3
Item # or Section: Clause 15: Standard Manner of Performance

Variance: STANDARD AND MANNER OF PERFORMANCE: Contractor shall perform its obligations under the Agreement in accordance with the care and skill ordinarily exercised by members of the same profession providing the same services at the same time and in the same locality. *Note that CDM Smith has been advised that the "highest standard" is likely uninsurable.*

Page #:5-6
Item # or Section: Insurance Requirements

Variance: A. *CGL: Broad form property damages coverage is not available in this market for CGL. Would Arvada consider removing this requirement?*

B. *PLI: This is only available in the US on a per claim (rather than per occurrence) basis. Would Arvada consider revising this to require the standard claims-based, rather than occurrence-based, policy?*

SUBMITTAL INSTRUCTIONS:

- ✓ Proposals shall be submitted in the order listed below with each section clearly identified.
- ✓ Submit ON-LINE at BidnetDirect.com
- ✓ Cover & Executive Summary
- ✓ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status
- ✓ Details of Proposal – Proposed products & services, implementation timeline and warrantees
- ✓ Completed City Submittal Forms including this sheet and all other attachments specifically requested
- ✓ Price Proposal – All fee and costs associated with the proposal
- ✓ Performance Measures Form, when an applicable service
- ✓ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ✓ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ✓ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 AB _____ #2 AB _____ #3 AB _____

REFERENCES:

Name: Aurora Water Contact Person: Catherine Schumacher, Project Manager
Address: 15151 E. Alameda Pkwy., Aurora, CO 80012
Telephone No: (720) 859-4304 Email: cschumac@auroragov.org
Describe type of work/service performed or items supplied: SC2/SC5 & South Ouray Way Sanitary Sewer Upgrades (design and construction services for sewer replacement/repair)

Name: Village of Oak Lawn Contact Person: Bill Meyer, Assistant Public Works Director
Address: 9446 S. Raymond Ave., Oak Lawn, IL 60453
Telephone No: (708) 499-7748 Email: wmeyer@oaklawn-il.gov
Describe type of work/service performed or items supplied: I&I Reduction Program (design and construction services for sewer replacement/repairs)

Name: Metropolitan St. Louis Sewer District Contact Person: Jerry Jung, Project Manager
Address: 2350 Market Street; Saint Louis, MO 63103
Telephone No: (314) 768-6226 Email: jjung@stlmsd.com
Describe type of work/service performed or items supplied: Caulks Creek Forcemain Improvements (design, construction oversight/Owner's representative)

Name: KC Water Contact Person: Brian Hess, Smart Sewer Director
Address: 4800 E. 63rd Street, Kansas City, MO 64130
Telephone No: (816) 513-0122 Email: brian.hess@kcmo.org
Describe type of work/service performed or items supplied: Citywide Sewer Rehabilitation within Waterways (final design, construction oversight/Owner's representative)

APPENDIX B: RESUMES

Key Personnel

Resumes are provided on the following pages for the below key personnel:

Name	Role(s)
Brian Hall, PE, PMP	Project Manager, Owner's Representative
Alesandra Reed, PE	Principal-in-Charge, Permitting
Tom Charles, PE, BCEE	Technical Advisor, Procurement/Risk Management
Doug Youngblood, PE, PMP	Technical Advisor, Procurement/Risk Management, Sewer Rehabilitation/Bypass
Derek Nelson, PE	Pipeline/Civil Design
Dana Giesy, PE	Pipeline/Civil Design
Shilpa Shivakumar, PE, PMP	Hydraulic & Modeling
Ryan Tordella, PE	Hydraulic & Modeling
Greg Sanders, PE	Geotechnical/Trenchless
Jeff Van Pelt	Geotechnical/Trenchless
Todd Stalnaker	Constructability/Cost Estimation

Brian Hall, PE, PMP

Project Manager & Owner's Representative

Brian is a senior project manager with 22 years of experience as a civil engineer and project manager who is regularly involved in leading the planning, design, and construction of wastewater improvement projects. In addition, he has supported projects across the region as an owner's representative, independent technical reviewer, and design-build engineering manager. Brian is an experienced project delivery manager with experience leading interdisciplinary engineering teams to deliver value, manage risk, and collaborate with stakeholders to achieve project objectives.

Years of Experience
18

Education
BS, Civil Engineering,
Gonzaga University

Registration(s)/License(s)
Professional Engineer:
Colorado #39764

Certification
Project Management Professional
- Project Management Institute

Project Manager, SC2, SC5 & South Ouray Way Sanitary Sewer Upgrades, Aurora Water, Colorado. Brian served as the project manager to lead the assessment and design of the of the SC2, SC5 and South Ouray Way Sanitary Sewer replacement project. Project objective was to advance the masterplan recommendation by undertaking additional field work, undertake risk assessment, and collaborate with the City of Aurora to update the project design to meet the objectives of cost control, constructability, risk management, and quality that met the City's long-term objectives to improve the resilience of their sanitary sewer system. Our work on this project included managing challenges such as; revising corridor alignments where development has constricted O&M operations, undertake condition assessments to support relining over pipe replacement, undertake risk management that led to discover of key geotechnical and environmental risks, and collaboration to coordinate improvements with other City projects to limit traffic impacts and pavement replacement for projects with similar construction schedules. This project is currently under construction and is on track for completion by mid-2023.

Senior Technical Advisor, Citywide Sewer Design-Build Rehabilitation, City of Kansas City, Missouri. Brian served as a senior technical advisor on the Citywide Sewer Design Build Rehabilitation project. The CDM Smith team worked directly with a contractor to lead the design, permitting, construction support to rehabilitate sewer infrastructure. Key aspects of this rehabilitation focused on addressing exposed in natural channels to minimize I/I to the combined sewer system, stabilizing existing infrastructure using methods such as CIPP lining, manhole rehab, pipe encasements, and stream stabilization. This project was awarded the 2019 ACEC Engineering Excellence Award as a design-build project for the City of Kansas City.

Owners Representative, Dallas-Fort Worth Airport Stormwater Management, Dallas-Fort Worth Airport, Texas. Brian was the owners representative and project manager for the evaluation and modeling of stormwater impacts on the DFW airport, including development of alternatives to manage stormwater and define improvements to reduce impacts. Brian leads the geographically diverse team including serving as primary contact between the modeling team and the owner. Brian is additionally responsible for quality compliance and development of the final recommendations report.

Quality Control & Technical Review, KCMO Sewer Separation Outfall 054, City of Kansas City, Missouri. Brian is currently serving in a quality control/technical reviewer role for this storm sewer separation and green infrastructure project that

will reduce combined sewer overflows and provide improved wastewater and stormwater management in a 35-acre combined sewer watershed. As part of the project, the team developed four improvements alternatives for evaluation with the City, and the alternative for full implementation of sewer separation and green infrastructure was selected. The project will include over 1,500 feet of new storm sewer, rehabilitation of up to 3,000 linear feet of existing combined sewer, along with associated surface restoration and other construction.

Senior Engineer, Private I/I Reduction Program Phases 3 & 4, City of Kansas City, Missouri. Brian served as a senior technical advisor responsible for overall quality and inspection, analysis, and recommendations for this multi-year / multi-phased project that includes more than 11,000+ parcels and the removal of approximately 1,000 sources of I/I found on private property.

Project Manager, Feasibility Study of the Sand Creek Interceptor Parallel, Aurora Water, Colorado. CDM Smith was selected to coordinate with Aurora Water's modeling team on hydraulic evaluations and analysis; pipes sizing analysis and recommendations; permitting analysis; ROW requirements; feasibility and option review of parallel vs. replacement, including lateral connections of smaller diameters; overall feasibility of replacement; project delivery recommendations; and CIP development. Brian served as the project manager to develop the preliminary design for the for the interceptor to advance the recommendations set forth by the masterplan to develop a revised construction strategy and budget for the City's CIP plan. Brian provided technical leadership in route identification and analysis including cost development. The project included hydraulic evaluation and feasibility of replacement, routing analysis and recommendation, identification of permitting issues/requirements, ROW requirements, preliminary cost estimate, project delivery recommendations, and CIP development.

Deputy Project Manager of Design, Chimney Hollow Reservoir, Northern Colorado Water Conservancy District, Colorado. Brian served as Deputy Project Manager of design of the Chimney Hollow Dam 90,000 acre-foot reservoir project, that is now under construction. He assisted in leading an interdisciplinary design team through the final design phase that included oversight of 18 sub-consultants and 5 contractors to support the development of the following infrastructure: 360-ft tall hydraulic asphalt rockfill main dam, 50-ft tall earth core saddle dam, 60-ft tall inlet/outlet tower, 2000-ft long tunnel, dam spillway, and project access roads. Key aspects of Brian's work included: resource management, interdisciplinary design coordination, quality management, interface with internal and external review boards, cost accounting and financial forecasting, regular reporting on risk and change management. Brian also assisted in leading the Conveyance Team in the design of the 8,000-lf 72-in steel conveyance pipeline network that connects the proposed dam into the USBR Colorado-Big Thompson (C-BT) conveyance network just west of the Flatiron Reservoir.

Design-Build Engineering Manager, Central Plains Irrigation Stage 1, Downer Construction, New Zealand. Brian managed the design-build engineering team for the 80 mile conveyance network that delivered 450 cfs of irrigation water to 50,000 acres of farm land to facilitate a conversion from groundwater to run of river irrigation reliability. He worked alongside the contractor for the design and construction phase. The Stage 1 conveyance system that included: 14 pump stations, 5 PRV Stations, 4 surge facilities, SCADA communication network, and an onsite HDPE pipe manufacturing facility to produce pipe diameters ranging from 12-in pipe up to 72-in pipe.

Owners Representative, Central Plains Irrigation Stage 2, Central Plains Water, New Zealand. Mr. Hall supported the owner as the owner's representative to lead an engineering team from various consultancies to review the conceptual design for the Stage 2 pipeline and canal project and update the design plan to align with the Clients $200M budget. He was responsible for providing regular updates and presentations to the Clients Board of Directors, manage workflow across different engineering firms, development and tracking of risk and opportunity registers, and financial and schedule performance reporting.

Independent Technical Reviewer, Pump Station 15 Abandonment, Unified Government of Wyandotte County & City of Kansas City, Kansas. Brian is serving as a senior engineer for final design, alternatives analysis, and bid document preparation for a project to abandon an existing pump station, install additional gravity main to serve additional undeveloped ground, and construct a new pump station and force main to connect to the existing sewer system. The project includes decommissioning an existing pump station, installation of a new pump station, 2,400 linear feet of new gravity main, and 2,500 linear feet of new force main. The project includes road crossings, utility crossings, coordination with landowners, construction permitting through state and federal agencies, completing bid documents, and providing bid and construction engineering services.

Alesandra (Reed) Baker, PE

Principal-in-Charge & Permitting

Years of Experience
10

Education
BS - Environmental Engineering with Honors, University of Florida

BS – Environmental Science with Honors, University of Florida

Registration(s)/License(s)
Professional Engineer: Colorado

Alesandra is a civil/environmental engineer with more than 10 years of experience in the design, permitting, construction oversight and process optimization of municipal water and wastewater treatment and environmental remediation facilities, and master planning for biosolids and residuals management programs. She has experience in permitting, developing design alternatives and cost estimates, managing multi-disciplinary design teams, implementing these designs via conventional (design/bid/build) and alternative (design/build) delivery means, implementing and overseeing operation and maintenance (O&M) activities, and optimizing the performance of existing systems to meet program objectives efficiently.

Alesandra's permitting experience includes dealing with pipe crossings of roadways, railroads and water bodies, discharges to sanitary sewers, surface waters and aquifers, well installation, building erection, noise-mitigation and electrical services. Alesandra has negotiated easement agreements in residential and commercial areas, beneath railroads and highways, state forests, golf courses and parks. Mrs. Baker also has experience with risk management planning, stormwater management planning and supervision of field teams through complex environmental site assessments.

Project Engineer, 60-inch Transmission Main, Columbia, South Carolina. CDM Smith provided route evaluation and selection, design, permitting, bidding, construction administration and resident inspection efforts for the Lake Murray transmission main project in Columbia, South Carolina. The project includes approximately 43,000 LF of 60-inch diameter DIP water transmission main designed to increase the capacity and efficiency of water conveyance from the Lake Murray WTP while improving the hydraulics of the transmission system and supply to downstream elevated storage tanks. Preliminary design elements included route selection through open-field, suburban residential, and congested commercial areas. Final design elements included easement acquisition, coordination with utility providers, extensive South Carolina Department of Transportation permitting coordination including road closures and a trenchless interstate crossing, surge analysis of the proposed system as well as connections to the existing system, and full design of project plans and specifications. Construction was completed in 2019.

Project Engineer, Briar Creek Phase III Gravity Relief Sewer Project, Charlotte, North Carolina. CDM Smith provided detailed design, permitting, bidding, construction administration and resident inspection for all three phases of the Briar Creek Relief Sewer project for Charlotte Water. The third phase included over 18,000 feet of 12- to 42-inch diameter pipe through commercial and residential areas, numerous precast concrete/fiberglass manhole structures, multiple creek crossings, and three trenchless crossings beneath North Carolina Department of Transportation's roadways, a railroad and a golf course. CDM Smith was responsible for the preliminary design (under previous authorizations), final design, permitting (including floodplain analysis), bid-phase services, and a robust public communications and outreach program. Construction improvements were completed in 2018. Alesandra supported the design, review and tracking of

easement agreements, field investigation, preparation of permits and public education and outreach throughout the preliminary design.

Project Engineer, Phase I Biosolids Dewatering Improvements, Spartanburg, South Carolina. Alesandra assisted in the preliminary design of an on-going biosolids dewatering improvement project for Spartanburg Water. The project includes the design of a new dewatering building, transfer station, plant-water distribution system, and sludge force mains at the existing wastewater treatment plant facility.

Project Engineer, Biosolids and Residuals Master Plan, Charlotte, North Carolina. Alesandra served as a project engineer developing a biosolids and residuals master plan to provide Charlotte-Mecklenburg County Utility Department with a long-term management strategy. The plan evaluated various options to produce Class A biosolids, including advanced anaerobic digestion, thermal drying, solar drying, incineration and combined heat and power. Mrs. Baker evaluated means of providing the client with multiple disposal outlets including distribution and marketing of Class A pellets, land application, landfill disposal, and incineration of Class B solids. She prepared reports on regulatory trends affecting biosolids management in the Carolinas, pilot testing of dewatering equipment at McAlpine WRF, and evaluation of fecal coliform reactivation following centrifuge dewatering.

Project Engineer, Clear Well Improvements, Charlotte, North Carolina. The Vest WTP was in need of operational improvements to three existing clear wells to minimize the formation of disinfection byproducts. The purpose of this evaluation was to determine if modifications to the existing Clear Wells could be made that would diminish water age while still achieving the required CT credit for disinfection. Four operational alternatives were evaluated and compared based on their ability to satisfy compliance standards under varying climatic conditions. Mrs. Baker analyzed historic data, prepared contractual deliverables, and assisted with designs for the retrofit of the clear wells and relocation of the polymer feed system.

Project Engineer, Enhanced Anaerobic Bioremediation, Hawthorne, California. Alesandra served as a project engineer on the planning and design of two groundwater biorecirculation systems to address VOC impacted groundwater across Northrup Grumman's facility in Hawthorne. The in-situ bioremediation system was designed to achieve complete reductive dechlorination to ethene throughout the subsurface. Mr. Reed lead the design of the two systems through coordination with various design disciplines, including electrical, instrumentation and controls, structural and geotechnical. Following design completion, Mrs. Baker's responsibilities included preparing bid packages, analyzing vendor proposals for cost and technical differences, and making recommendations to management.

Project Engineer, Omega Chemical Superfund Site, USEPA Region 9, Whittier, California. Alesandra serves as the lead project engineer for the potentially responsible party group of approximately 140 parties that EPA has deemed responsible for the remediation of the Omega Chemical Superfund Site. The remedial action includes three interconnected treatment systems for the treatment of soil vapor, dual-phase, and groundwater extracted from the wellfield. Mrs. Baker supported the full-scale remedial design, which incorporated new shallow and deep SVE and DPE wells into portions of the two interim SVE systems and the existing groundwater treatment system. In addition, portions of the existing systems were upgraded to allow treatment of the full-scale flow rates. Mrs. Baker authored Operation and Maintenance and Monitoring Manuals (OM&MM), Sampling and Analysis Plans, and Quality Assurance Project Plans for all three treatment systems of the operable unit 1 (OU-1) full-scale remedial action. These design documents include a monitoring approach that requires targeted evaluation of system performance and assessment of adjacent areas, such that the system can be expanded as needed to achieve remedial objectives in an iterative and dynamic manner. Mrs. Baker executes routine performance evaluations of all three systems and recommends optimization strategies to advance the remedy toward closure. Mrs. Baker is responsible for coordination with the client and it's O&M contractors and provides technical support for the maintenance and monitoring of the systems and associated environmental infrastructure.

Project Engineer, Extraction and Treatment System Design, Playa Vista, California. CDM Smith was hired by a confidential client to reduce the concentrations of residual subsurface VOC and 1,4-dioxane contamination at the Campus Remediation area of the Playa Vista Development (Confidential Client). CDM Smith designed and constructed the treatment system which includes a thermal oxidizing system, dry HCl scrubber system, liquid granular activated carbon (GAC), vapor GAC, air stripper, cartridge filter blowers, and multiple chemical feed systems. Mrs. Baker has provided design and technical support over various phases of remediation at the site and supported system expansion efforts through construction and which are now fully operational. Mrs. Baker has also been supporting the client with a variety of technical services during redevelopment, as they seek to augment and optimize their existing remediation infrastructure. Mrs. Baker continues to provide technical support to the project during system O&M.

Tom Charles, PE, BCEE

Technical Advisor & Procurement/Risk Management

Tom has more than 38 years of experience in civil engineering design and construction specializing in water supply and water and wastewater conveyance systems. Conveyance experience includes water and wastewater pumping, large diameter water transmission, sanitary sewers, interceptors, and force mains, underground trenchless installation and pipe rehabilitation. He is a proven task leader and has successfully delivered a variety of utility and transmission projects where he has provided design, inspection, expert advisory services, and startup support. He has experience executing complex assignments requiring the use of advanced techniques and collaborative approaches to successful project outcomes.

Years of Experience
38

Education
MS - Civil Engineering (Water Resources), University of Colorado

BS - Architectural Engineering, University of Colorado

Registration(s)/License(s)
Professional Engineer: Colorado, Oklahoma, Kansas, Texas

Certification
Board Certified Environmental Engineer, American Academy of Environmental Engineers and Scientists

Task Manager, Southeast Oklahoma (Atoka) Pump Station and Pipeline System Modeling and Surge Analysis, Southeastern Oklahoma. Mr. Charles was the task manager for the Operations and Hydraulics Modeling Report that evaluated two major alternative sizes and booster station phasing operations (66-inch and 72-inch for a 100 mile route). The report addresses planned yield, steady state operations and surge control preliminary design for the pipeline operations through the year 2060 and recommendations for extensive hydro-pneumatic surge tank systems at each pump station expandable by phase. This final planning level and preliminary design includes detailed development of opinions of probable construction cost and forms the basis for the final design of the pipeline and initial three pump stations entering service in 2020. Each station will be equipped with three horizontal split case pumps (expandable to six) with variable frequency drives and motors up to 3,500 hp to operate in conjunction with the planned system and surge controls. Mr. Charles is the process-mechanical design lead for the ongoing design of the pumping stations.

Project Design Manager, Southern Delivery System – Raw Water Pump Stations, Colorado Springs Utilities, Colorado Springs, Colorado. CDM Smith was responsible for final design of the Juniper, Williams Creek and Bradley Booster Pumping Stations for Colorado Springs Utilities. The pump stations are designed to provide 50-mgd of raw water supply capacity, expandable to 78- and 100-mgd in future phases. Each pump station provides high pressure water conveyance via three to four (seven to eight ultimate) vertical turbine, multi-stage pumps each with variable speed drives and motors in the 2,250 to 3,000 hp range. These stations complement more than 50 miles of 66-inch raw water transmission pipeline and a new water treatment plant (by others). The CDM Smith team is also responsible for hydraulic design of the system and transient control consisting of hydro-pneumatic pressure tanks up to 8,800 cu-feet in size located at the three pumping stations and protecting the pumping systems and the 50-mile transmission pipeline system.

Project Technical Lead, Greeley Water and Sewer Master Plans. As project technical lead on the 2020 masterplans for City of Greeley, Mr. Charles advised and oversaw the technical analysis, modeling and technical deliverables for the comprehensive master plan development. The plans focus on growth potential into the north regional area and master service to adjacent municipal communities through 2075 with CIP planning starting in 5 years helping to lead the City's long term utility planning and budgeting needs.

Lead Practitioner, Tollgate Creek Interceptor, Aurora, Colorado. Mr. Charles was chief technical advisor and quality control manager for the preliminary and final design of this 5 mile parallel relief interceptor within the urban corridor of the City. The 42 and 48 inch interceptor sewer was constructed as parallel relief for the existing sewer, but function to intercept new growth areas in the service area including the new Fitzsimmons Health Sciences Center. The interceptor sewer was constructed within a heavily urbanized corridor with numerous utility conflicts, environmental issues, and traffic arteries. Construction consisted of 3 bidding contracts with open trenching, significant portions of tunneling and construction of several junction/diversion structures.

Project Engineer, Delgany Interceptor Section 4 Project, Denver, Colorado. Mr. Charles served as project engineer for the final design of the relocation of the existing 94-inch brick/mortar Delgany Interceptor out of the lower downtown Denver area to an alignment paralleling the South Platte River (78-inch precast concrete pipeline). This project for Metro Wastewater Reclamation District required transfer of multiple existing connections (some as old as 100 years) to the new interceptor. Branch collector and trunk sewers ranging in size from 8 to 42 inches in diameter extend along highly congested urban and planned utility corridors and street rights-of-way. This situation required extensive coordination and construction planning around existing utilities, including large telephone and electrical duct banks, high pressure gas lines, steam lines, railroad oil and fuel systems, water and storm sewer facilities, and communications cables. Multiple tunnel installations and construction considerations adjacent to the South Platte River and through railroad property and yard infrastructure also played major roles on this project. Design also included a depressed, variable speed lift station to address deep gravity connections in the railroad area.

Project Engineer, Ralston Trunk Sewer Replacement/Van Bibber Trunk and Dudley Lift Station Projects, Arvada, Colorado. As project engineer, Mr. Charles was responsible for preparation of the preliminary design study, final design, and construction services for more than 24,000 feet of trunk sewer for the City of Arvada. The preliminary design encompassed detailed analysis of alternative routes, utility identification and location, and cost estimates. Alternative routes were prepared on plan and profile drawings, and the recommended configuration included 900 feet of sliplining. Mr. Charles also provided consulting services during construction.

Papers/Presentations

Rasmussen, J.; Charles, T.J.; Allen, M "Diagnosing Pumping Instabilities in the Southern Delivery Raw Water System" Presented at the UESI/ASCE Pipelines 2020 Conference (virtual), August 2020.

Cashon, G.; Charles, T.J.; Shivakumar, S. "Air Valve Selection for Competing Pipeline Project Needs" Presented at the ASCE International Pipelines Conference in Phoenix, Arizona, August 2017.

Charles, T.J.; Lee, K.; Ott, C.; Rasmussen, J; Schultz, M. "Hydraulic and Surge Startup Testing for Raw Water Transmission System" Presented at the ASCE International Pipelines Conference in Kansas City, Missouri, July 2016.

Charles, T.J.; Ravisangar, V.; Taylor, D. "Modern Computer Analysis for Developing New Methods of Surge Control to Replace a Problematic Surge Protection System" Presented at the ASCE International Pipelines Conference in Fort Worth, Texas, June 2013.

Charles, T.J.; Ravisangar, V. "Special Considerations for Protecting Very Long Transmission Mains from Hydraulic Transients" Presented at the ASCE International Pipelines Conference in Seattle, Washington, August 2011.

Charles, T.J.; Weaver, E. "Hydraulic Evaluation and Energy Optimization for a 134-mile

Integrated Raw Water Transmission System" Presented at the ASCE International Pipelines Conference in Seattle, Washington, August 2011.

Charles, T.J. "SURGE CONTROL: When and Where In the Life of A Pipeline System." Presented at the ASCE International Pipelines Conference in Keystone, Colorado, September 2010.

Charles, T.J. "Hydraulic Transient Modeling and Mitigation for a 100 Well – 146 MGD Aquifer Storage and Recovery System." Presented at the ASCE International Pipelines Conference in Keystone, Colorado, September 2010.

Charles, T.J. "Transient Control for a Multiple Booster Pumping Station and Transmission Pipeline System – Design, Testing, Adjustment, and Operation." Presented at the ASCE International Pipelines Conference in Atlanta, Georgia, July, 2008.

Charles, T.J. "Transient Control for a Multiple Booster Pumping Station and Transmission Pipeline System – Design, Testing, Adjustment, and Operation." Presented at the Rocky Mountain AWWA/WEA conference in Keystone, Colorado, 2007.

Charles, T.J. "Overview of Design and Construction of the Northern Water Supply System." Peer review paper published and presented at ASCE International Pipelines 2006 Conference in Chicago, Illinois, 2006.

Doug Youngblood, PE, PMP

Technical Advisor, Procurement/Risk Management, Sewer Rehabilitation/Bypass

Doug is a licensed professional engineer and certified project management professional with 17 years of experience. He is one of CDM Smith's national experts and specializes in sewer inspection, condition assessment, and rehabilitation. He is also a former NASSCO-certified trainer who is known throughout the industry and region who uses his field and teaching experience to develop cost-effective conveyance design projects.

Years of Experience
17

Education
MS Environmental Engineering, University of Nebraska

BS Civil Engineering, University of Nebraska

Registrations/Licenses
Professional Engineer: Minnesota

Certifications
Project Management Professional, Project Management Institute

NASSCO Pipe Assessment, Manhole Assessment and Lateral Assessment Certified

NASSCO Pipe Assessment, Manhole Assessment and Lateral Assessment Certified Trainer

NASSCO Inspector Certification Training Program

SWPPP Certified (Design of Construction Stormwater Pollution Prevention Plans)

Technical Lead, KCMO Blue River Central Collection System Rehabilitation and I/I Reduction Program – Area 2 (BRC-2), Kansas City, Missouri. Mr. Youngblood served as the technical lead for Consent Decree-mandated evaluation and rehabilitation of the KCMO BRC-2 project area. Mr. Youngblood conducted the analysis of flow meter data to identify areas of excessive rainfall derived inflow and infiltration (RDII) over a 1,320 ac sewershed. In addition, he led the team that evaluated 37 miles of closed-circuit television (CCTV) inspection video. Mr. Youngblood then applied a calculation procedure that estimated I/I quantities based on observed structural defects in the sewers. This quantification was the basis for a cost-effectiveness evaluation to select rehabilitation options. Once the rehabilitation strategy was optimized, Mr. Youngblood prepared bid documents for rehabilitation of 4 miles of sewer pipe.

Project Manager and Technical Lead, Scanlon Fiberglass Reinforced Pipe Rehabilitation, Esko, Minnesota. WLSSD owns approximately 4,767 ft of 42-in fiberglass reinforced pipe that was at risk of failure due to conveyance of high-temperature industrial wastewater. Mr. Youngblood served as the project manager and technical lead for the design of an interceptor rehabilitation system that used CIPP liners with temperature-resistant vinyl ester resin. This project is notable for the use of a non-traditional resin system and the large-scale rehabilitation of FRP pipe. Mr. Youngblood also served as the project manager and lead engineer during the construction phase. This project was completed on-schedule and on-budget to provide WLSSD with a system that can better accommodate industrial flows.

Project Manager and Technical Lead, Rice Lake, Woodland, Cloquet and West Interceptor Rehabilitation, Duluth / Hermantown / Cloquet, Minnesota. Mr. Youngblood served as the project manager and lead engineer during the design of cured-in-place pipe liner rehabilitation for 10,200 lf of interceptor pipe. Interceptor pipes that were rehabilitated were 15-in to 36-in diameter. This rehabilitation project involved coordination of work in a variety of locations such as wetlands, heavily wooded areas, on the University of Minnesota – Duluth property and along City of Duluth streets. In addition, Mr. Youngblood was the project manager and lead for engineering services during construction.

Technical Lead, Gervais Creek Culvert Inspection and Rehabilitation, Little Canada, Minnesota. Mr. Youngblood served as the technical lead for rehabilitation of a 90-inch reinforced concrete pipe culvert located below Highway I-35 in the Twin Cities Metropolitan are. This culvert was rehabilitated using a series of structural point repairs and application of a geopolymer lining system.

Project Manager and Technical Lead, Hoyer Heights Sanitary Sewer Rehabilitation, Minneapolis, Minnesota. Mr. Youngblood served as the project manager and technical lead for construction of approximately 2,500 ft of new residential sewer main and twenty-seven service laterals. The project involved extensive resident coordination as the contractor needed to excavate basements and tie service laterals into each houses' existing plumbing system. The project also required abandonment of the existing sewer and site restoration.

Project Engineer and Technical Lead, Western Lake Superior Sanitary District (WLSSD) Interceptor Rehabilitation and Replacement, Duluth, Minnesota. Mr. Youngblood worked to complete a 10-year capital and O&M plan for a 74 mile interceptor system owned and operated by WLSSD. CDM Smith compiled and evaluated condition assessment data using a suite of CDM Smith-developed, computerized asset management tools. The asset management tools introduced quantitative data and inspection video documenting condition and criticality of sewers throughout the District. Asset data was then used to develop inspection, maintenance, rehabilitation, and replacement costs and 10-year plans for the District. CDM Smith's work helped to establish a plan to manage the condition of the District's sanitary sewer assets over its designed life; as opposed to instituting potentially premature replacements of the system.

Task Leader – Sewer Rehabilitation, Sewer Separation (Outfall 054) Green Infrastructure & Stormwater Improvements, City of Kansas City (MO). Doug is currently serving as the CIPP design task manager for this sewer separation and green infrastructure project that will reduce CSOs and provide improved stormwater management in a 35-acre combined sewer watershed. As part of the project, the team evaluated 9,000 LF of existing combined sewer and developed four improvement alternatives for evaluation with KC Water, and the alternative for full implementation of sewer separation and green infrastructure was selected. The project will include over 1,500 LF of new storm sewer, CIPP rehabilitation of 3,000 LF of existing combined sewer, along with associated surface restoration and other construction. The project will complete final design in February 2022 with construction to follow.

Technical Lead, Sanitary Sewer Inspection and Rehabilitation Program, Oak Lawn, Illinois. Over the past eight years, Mr. Youngblood assisted the Village of Oak Lawn in developing and implementing a sanitary sewer inspection and rehabilitation program. The program prioritized rehabilitation of sewers exhibiting high I/I or structural deficiency. Mr. Youngblood reviewed inspection video and developed contract documents to maintain 174,000 ft and rehabilitate 77,000 ft of sanitary sewer (8-in to 18-in). Mr. Youngblood also provided field supervision, conducted MACP-compliant manhole inspections and developed annual regulatory reports to document rehabilitation activities.

Technical Lead, Duluth Sewer Overflow Analysis, Duluth, Minnesota. Mr. Youngblood completed flow data review, analysis, and modeling for the Duluth sewer overflow project. Data review involved quality checks and analysis of raw flow data through the USEPA SHAPE program and wet weather inspection video to identify areas with high infiltration/inflow. Modeling tasks involved developing and calibrating USWPA SWMM 5.0 models of the system to determine overflow risk during design storms and over a 60-year continuous simulation period. CDM Smith modeled rain events and identified storage tank sites and volumes along seven interceptors throughout the city. The city conducted a previous study which indicated that 8.9 MG of storage must be constructed along the most critical interceptor. CDM Smith's study confirmed that the city only needed to construct a total of 4.4 MG of storage.

Project Manager and Technical Lead, Lake County Public Works Sanitary Sewer and Potable Water Pipe System Assessment and Capital Programming – Lake County, Illinois. Mr. Youngblood served as the project manager and lead engineer for a risk assessment of 693 miles of water main and sanitary sewer pipes. This risk assessment involved using ArcGIS assessment tools to assign a consequence of failure and probability of failure rating for 21,669 pipe assets. High risk assets were then organized into a series of 45 rehabilitation and replacement projects. Capital projects were developed to include cost estimates, project maps and narrative descriptions of project scope. The projects were then scheduled into a 5-year capital improvement program.

Project Engineer, Post-Flood Storm and Sanitary Sewer Inspections, City of Minot, North Dakota. Mr. Youngblood planned for and developed contract documents to procure a contractor to clean and inspect 30,000 ft of storm and sanitary sewer (12-in to 60-in) damaged in the 2011 Minot flood. Inspections were particularly challenging, as the sewer system was expected to be in poor condition and infrastructure (e.g., roads / water service) was still out of service in parts of the City. Mr. Youngblood also provided field supervision services and developed an inspection summary report following inspection activities.

Derek Nelson, PE, PMP

Pipeline/Civil Design

Derek is a civil engineer with 10 years of experience working in water conveyance design and construction. Derek has gained valuable experience working on sewer, raw water, and potable water pipeline projects under various roles such as project engineer, resident project representative, and project manager. His experience with different pipe materials include DIP, PVC, PCCP, steel, and HDPE ranging in diameter from 4" – 84". He has worked on projects that include sewer rehabilitation and bypass pumping.

Years of Experience
10

Education
MS – Civil Engineering, University of Colorado, 2014

BS – Environmental Science, University of Iowa, 2012

Registrations/Licenses
Professional Engineer: Colorado

Certifications
Project Management Professional, Project Management Institute

Project Manager, Trunk 9 Interceptor Alternative Alignment Evaluation, City of Longmont, Longmont, Colorado. Mr. Nelson was the project manager for the Longmont Trunk 9 Alternative Alignment Evaluation project. A condition assessment of the 2-miles section of Trunk 9 interceptor was performed to determine the existing condition of the existing 27-inch diameter Class 3 reinforced concrete pipe (RCP). The project included evaluation of an in-line, off-line, and a new pipe alignment inside of a different easement. To evaluate viable alternatives, flows were modeled under future wet weather conditions using SewerGems software. The design technical memorandum included alternatives and phasing for bypass pumping.

Project Engineer, Colsman Tunnel Rehabilitation, Southgate Sanitation District, Colorado. Project Engineer for the evaluation of all conventional rehabilitation technologies for the aging 7,614 foot, semi-eliptical, hard-rock Colsman Tunnel. Several trenchless tunnel rehabilitation options were considered including cured-in-place pipe (CIPP), rehabilitation with cementitious and geopolymer sprays, rehabilitation with epoxies and poly-hybrid products, and rehabilitation with plastic and composite liners. These methods required expensive and complicated external or internal bypass systems. Our team decided on sliplining utilizing a horizontal directional drilling (HDD) machine with 48-inch HDPE. This method was able to proceed without external bypass pumping. We identified the key technical and constructability challenges which resulted in successful completion of the tunnel rehabilitation.

Project Engineer, Little Hunting Creek Pump Station, Fairfax County Department of Public Works and Environmental Services, Fairfax County, Virginia. Mr. Nelson was a Project Engineer for the rehabilitation of the 21 MGD Little Hunting Creek Pump Station. He assisted in the development of a formal preliminary engineering report (PER) that assessed the condition of the existing pump station. A Dewberry team of architects, engineers, and operators performed a full pump station evaluation of all components related to mechanical, process, electrical, structural, architectural, instrumentation, controls, and site. The PER included evaluations of odor control, hydraulics, transient potential, and hazardous materials (lead and asbestos).

Project Engineer, Homestake 2016 – 2020 and 2021 – 2025 Suction Pipeline Replacement Job, Colorado Springs Utilities and Aurora Water, Buena Vista, Colorado. Mr. Nelson was a project engineer for a multi-year raw water pipeline design project executed under a CMGC contract. This project included the rehabilitation of a 16,560 foot section of 66-inch prestressed concrete cylinder pipe (PCP) with 66-inch diameter steel in the Homestake Pipeline System, located near Buena

Vista, CO. This section of the pipeline crosses mountaneous terrain near the continental divide, is located adjacent to the Arkansas River, required working closely with impacted home and landowners, and properly revegetating the landscape at the end of each year. Mr. Nelson oversaw the selection of an alignment and ran calculations on pipe deflection, buckling, loading analysis, thrust restraint, sliplining and pumping calculations, plus more. Mr. Nelson also performed construction phase services each year for the project which included contract administration, RFIs, submittal review, startup/commissioning, and landowner/construction coordination meetings.

Project Engineer, Northern Integrated Supply Project (NISP), Northern Water, Larimer and Weld Counties, Colorado. Mr. Nelson was a project engineer on the Northern Integrated Supply Project (NISP) for the Northern Water Conservancy District (NW). Mr. Nelson assisted the project through the permitting phase, alignment selection, and preliminary design of 85 miles of steel pipe for delivering additional water supplies to 15 participants in the Northern Colorado region. The steel pipe ranged in diameter from 48-inches up to 76-inches, deigned to run pressurized under both static (reservoir head) and pumped conditions. Several different permits were required to move the project forward including a Larimer County 1041, which included an alternative analysis to receive permit approval. Other project work consisted of engineering evaluations, facility planning & schematic design of several 5,000 to 30,000 HP pump stations, pipeline route evaluations, forebay and river diversion evaluations, a construction cost estimate, and several other ancillary components in a successful project.

Project Engineer, Conduit No. 16, Denver Water, Denver County, Colorado. Mr. Nelson was a project engineer on a Joint Venture (JV) project for an 8.5 mile-long, 84-inch diameter raw water steel pipeline designed to replace the capacity currently provided by two existing pipelines for Denver Water. The project was divided into 4 individual design packages for final design, bidding, and construction. Work included surveying, multiple state highway and railroad tunneled crossings, utility locates, geotechnical, cost estimating, easement delineation, multiple agency permitting, and environmental assessment

Project Manager, Highline Transmission Main and Booster Pump Station Alternative Routing and Siting Study, Denver County, Colorado. Mr. Nelson was the project manager for the Highline Transmission Main (HTM) routing study project to extend the existing waterline east for approximately 5 miles. The proposed waterline was 30" steel. The project required an alternative alignment study to determine the optimal route through urban Colorado Springs, CO neighborhoods. The evaluation of the alternative also required careful consideration of the pump station location to ensure reasonable operating conditions.

Resident Project Representative, 88th and 104th Waterline Replacement Job, City of Westminster, Colorado. Mr. Nelson was the Resident Project Representative for the design of 7,000 LF of 16-inch PVC and 6,800 LF of 30-inch DIP for potable water transmission while employed at Burns and McDonell. The project was a pressure zone expansion job that increased pressures to previously low-pressure areas. The project required making 15 tie-ins to expand the pressure zone, which required coordination with multiple businesses to minimize impacts. Tie-ins were made to a pump station, a water tank, and dissimilar material types including asbestos concrete. Preconstruction meetings and review of contractor's schedule was performed to ensure water service connections were made with minimal downtime. Several trenchless methods were used on this project including horizontal directional drill (HDD), and jack and bore. At the end of the project an asphalt mill and overlay was performed. Several different appurtenances were used on the job. Work included responding to RFIs, submittal review, negotiating changes in work, preparing change orders, lead meetings, performed construction phase engineering, and all other services as the owner's engineer.

Project Engineer, Private Inflow Reduction Reports Team, St. Louis Metropolitan Sewer District, Missouri. Project Engineer for engineering design support services to the MSD's $4.7 billion initiative plan, design, and build to remove storm water from the sanitary sewer system in the St. Louis metropolitan area. Mr. Nelson was responsible for conducting field inspections of private residences and businesses to verify non-compliant drains to reduce the amount of runoff entering the sanitary sewer. Derek would develop preliminary designs for new sanitary sewer plans to eliminate Combined Sewer Overflow (CSO) events.

Ravenna 16" Waterline Replacement, Town of Castle Rock, Colorado. Served as civil engineer for the replacement of 500-LF of existing Flowtite pipeline with PVC material. The work included planning, design, alignment evaluation, and material evaluations for tying different pipe materials together.

Dana Giesy, PE

Pipeline/Civil Design

Dana is a water resources engineer with eight years of experience supporting projects in stormwater and wastewater collection/ conveyance design, hydrologic and hydraulic (H&H) modeling, stormwater and asset management planning, erosion and sediment control, utility planning and environmental permitting. Ms. Giesy currently serves as the Regional Team Leader to the Water Services Group in Kansas City, Missouri and Carbondale, Illinois. She is skilled in CivilStorm, WinTR-55, Bentley Flow Master, ArcGIS software.

Years of Experience
8

Education
BS – Civil/Environmental Engineering, University of Missouri- Columbia

Registrations/Licenses
Professional Engineer: Kansas, Missouri

Project Engineer & Deputy Project Manager, St. Louis MSD Caulks Creek Force Main, Metropolitan St. Louis Sewer District, Missouri. Ms. Giesy provided material evaluations and calculations of ductile iron pipe and fiberglass reinforced pipe and presented the findings in a clear and comprehensive manner for reporting purposes to the client. She developed plan and profile drawings, along with project specifications for approximately 8,000 linear feet of 36-inch force main accompanied by 1,000 feet of 36-inch gravity sewer. Ms. Giesy acted as deputy project manager during the construction phase services.

Project Manager, City-Wide Sewer Infrastructure Rehabilitation within Waterways, City of Kansas City, Missouri. Ms. Giesy is serving as project manager in the design-build delivery of the City-Wide Sewer Infrastructure rehabilitation project in Kansas City, Missouri. CDM Smith is providing the design services while Kissick Construction is the General Contractor. This is an on-going contract in coordination with the City's SmartSewer Program and has previously addressed 26 sites and working through design of 15 additional unique sites identified for rehabilitation by the City. Design for each site includes hydraulic modeling of the streams and wetland surveys for permitting. Ms. Giesy is coordinating communication between CDM Smith, the City, and Kissick Construction with regards to design changes, scheduling, and required permit status. The project phase will include initial design, permitting, and construction.

Lead Project Engineer, Barry Harbour Emergency Repair Project, City of Kansas City, Missouri. Ms. Giesy acted as the project design engineer and client coordinator on the Barry Harbour Emergency Repair. CDM Smith was notified of a sanitary sewer failure located within an active stream and was asked to design a relocation of the existing infrastructure to mitigate potential future issues. Ms. Giesy took the project from concept to design and final completion on a consolidated timeline. Both the Client and property owners were pleased with the quick turnaround.

Lead Project Engineer, Liberty Interconnect Sanitary Sewer Project, City of Kansas City, Missouri. Ms. Giesy served as lead engineer for an emergency repair effort to divert City of Kansas City sanitary sewer to the City of Liberty system for a temporary amount of time to circumvent a break in the KCMO pipe. The design included 36-inch sanitary pipe, a gated junction structure to control and direct flow, and a flow metering manhole to calculate the amount of flow for billing purposes.

Lead Project Engineer, Blue River Aerial Emergency Crossing, City of Kansas City, Missouri. Ms. Giesy acted as lead project engineer for an emergency aerial crossing repair of a sanitary sewer line. This effort was completed under emergency conditions due to one of the existing pipe supports failing and falling into

the stream. Ms. Giesy worked directly with the contractor to obtain adequate survey information and determined that no environmental permitting was necessary. Site design drawings included layout and grading plan, section cuts, and erosion and bank restoration. Bank stability calculations and stream velocity/scour calculations were performed to confirm design standards were being met.

Lead Project Engineer, Cameron Pipeline, Great Northwest Wholesale Water Commission, Missouri. Ms. Giesy is working as a project engineer to design 36 miles of potable water pipeline through two counties in northwest Missouri. Water will be purchased from Missouri-American in St. Joseph to supply Cameron, Maysville, and Stewartsville. The project includes a ground storage tank, pumping station, elevated storage tank, 17 miles of ductile iron force main and 19 miles of PVC gravity pipe. Ms. Giesy is working on bid package #1 which includes pipe calculations, plan and profile drawings of all 36 miles of pipeline, design detail sheets, and project specifications.

Lead Project Engineer, Sanitary Sewer Stream Bank Stabilization, City of Belton, Missouri. Ms. Giesy assisted in the analysis of three alternative design options by conducting research, preliminary design and writing of a technical memorandum that was presented to the client to support all findings. The overall project included the alternative evaluation, final design, permitting, bidding, and engineering support during construction, to protect and rehabilitate the sanitary sewer lines and infrastructure exposed in the existing natural streamway.

Project Engineer & Task Lead, Des Moines Stormwater Master Plan, City of Des Moines, Iowa. The City of Des Moines wanted to develop a comprehensive City-wide Stormwater Master Plan to progressively address stormwater management priorities with regards to flooding, asset renewal and water quality by planning and implementing a data-driven approach that addresses stormwater challenges in a systematic, prioritized, and proactive manner. This effort consolidated and built upon the previously completed drainage plans that respond to flooding and stormwater problems within specific sub-watersheds. Ms. Giesy is acted as task lead for the capital planning effort which includes establishing level of service objectives, defining a planning and project definition process, developing a prioritization method and preparing the findings in a report.

Project Engineer, St Vrain Creek Feasibility Study, US Army Corps of Engineers. Ms. Giesy acted as an assistant project engineer for the improvements to St. Vrain Creek in the City of Longmont, CO. CDM Smith provided technical engineering support for a feasibility study of flood damage reduction alternatives for St. Vrain Creek to address the existing high risk of flooding and flash flooding of residential, commercial, and public infrastructure. Ms. Giesy assisted in incorporating client review comments, uploading responses to Dr. Checks, revising design drawings and technical memorandums, and coordination of the design team.

Project Engineer, KCMO Target Green Sewer Separation/Outfall 059, City of Kansas City- Water Services, Missouri. Ms. Giesy serves as an assistant project engineer and was responsible for updating the operation and maintenance project manual upon construction completion. Beginning in April and continuing every other week, the site is field inspected, and a report is written to document the existing conditions of Bid Package #1, Bid Package #2, and Bid Package #3.

Project Engineer, Missouri State Water Plan, U.S. Army Corps of Engineers & Missouri Department of Natural Resources, State of Missouri. Ms. Giesy is assisting in the research and database configuration on the existing infrastructure analysis task. An assessment of the available water and wastewater infrastructure that includes detailed information regarding existing and planned future conditions and capacity across the state is an integral part of the Missouri Resources Water Plan. Ms. Giesy has put together spreadsheets, ArcGIS maps, presentations, and a final report to help support her findings.

Civil Engineer II, Sega, Inc/POWER Engineers. Ms. Giesy's prior work experience includes site planning, state and local permitting, engineering design, and plan production of civil site services for electric power generation and distribution and transmission line projects. Civil site services included specification preparation, site layout, coordination of site utilities, construction cost estimating, grading and drainage, design of storm sewers, storm water quantity and quality control ponds, erosion control, asphalt and concrete pavement layout and design, and procurement of sub-consultants for surveying and geotechnical engineering services. She assisted with the preparation of site development plans and specifications, storm water studies, National Pollutant Discharge Eliminations Systems (NPDES) plans, and Storm Water Pollution Prevention Plan (SWPPP) reports.

Shilpa Shivakumar, PE, PMP

Hydraulic & Modeling

Shilpa is an environmental engineer with experience in wastewater system modeling, analysis, and master planning. She has worked on several engineering programs such as Innoyze's H2OMAP Sewer, InfoSewer, InfoSWMM, and InfoWorks CS, Bentley's SewerCAD, ESRI's ArcMap. Additionally, she has successfully managed sewer system modeling projects, flow monitoring programs, Inflow/Infiltration studies, wastewater master planning tasks, interceptor routing and design projects to name a few.

Years of Experience
18

Education
M.E. – Environmental Engineering, Old Dominion University

B.E. – Environmental Engineering, Sri Jayachamarajendra College of Engineering (SJCE), University of Mysore, India

Registrations/Licenses
Professional Engineer: Colorado, Texas

Project Manager, City of Greeley Master Plans, Greeley Colorado. Ms. Shivakumar is serving as the project manager for Wastewater, Water, and Non-Potable Water Systems Master Plans. She was responsible for integration and coordination of the three master plans including overall project delivery and management. Ms. Shilpa led the coordination and collaboration across multiple Greeley departments and stakeholders for the City to properly plan for future growth and development and effectively manage, operate, and maintain all parts of its collection and distribution systems.

Assistant Project Manager and Hydraulics Engineer, Design of Tollgate Creek Parallel Interceptor, Aurora, Colorado. She developed desktop mapping of sewer pipeline routes and facilitated route selection process. Hydraulic feasibility of different routes as well as capacity analysis of existing interceptor was modeled. Ms. Shivakumar coordinated with sub-contractors, permitting agencies, and internal project teams and assisted the project manager in task management.

Project Engineer, Greeley Master Plan - Lift Station Alternatives Study. City of Greeley consisted of 10 lift stations with approximately 4 miles of force mains. She conducted a study on the critical lift stations identified by the City to come up with alternatives to improve operations. This involved rehabilitation, replacement, or even elimination of some stations along with rerouting of flows. Multiple alternatives were developed and evaluated in Greely's collection system model.

Lead Modeler, Collection System Service Plan, Aurora, Colorado. For the City of Aurora, Colorado, Ms. Shivakumar developed demographic projections for different planning horizons, performed detailed flow processing to determine model inputs. She was responsible for the hydraulic evaluation of nearly 30,000 pipes and 13 pump stations configured in H20Map Sewer software. Ms. Shivakumar calibrated the model and developed alternative scenarios to arrive at capacity limitations for existing and future conditions. As part of the project, she conducted three training sessions for the city staff on the newly developed model and its future use.

Modeling Engineer, Sand Creek Master Plan, Aurora, Colorado. Ms. Shivakumar supported the wastewater model conversion and calibration efforts for Denver Metropolitan Wastewater Reclamation District and the city of Aurora, Colorado. She used ArcGIS and InfoWorks Model to convert an existing model and thereby provide a single InfoWorks modeling platform for the Sand Creek Basin Wastewater Master Plan.

Project Manager, Vail Inflow and Infiltration (I&I) study, Eagle River Water and Sanitation District (ERWSD) Vail I&I study involves characterizing inflows into their sewer system to identify areas of improvement. Flow meters were installed at critical locations in the system to decompose wastewater flows into base flow and snowmelt dependent I&I components. Ms. Shivakumar is serving as the project manager on this project to establish priorities for I&I correction program.

Project Manager, Oklahoma Wastewater Planning Utility Guide, Oklahoma Water Resources Board (OWRB) Ms. Shivakumar is managing the development of public wastewater utility planning guide for small wastewater systems. She is developing an outline, contents, and examples that describe and illustrate the steps to be taken by wastewater utilities to plan for their long term needs.

Modeling Engineer, Wastewater Master Plan, Lake Charles, Louisiana. Lake Charles Master Plan involves a collection system model to prioritize the sewer repair, inflow correction, and sewer rehabilitation work required to address the defects and deficiencies found in their collection system. Ms. Shivakumar proposed temporary flow metering and survey manhole locations to develop sewer model inputs. She is managing tasks and deliverables from subcontractors. Additionally she will develop, calibrate and evaluate Lake Charles collection system model in InfoWorks program.

Project Manager/Modeling Engineer, North of the River Water System, Greeley, Colorado. She developed a water master plan for a new 20,000 acres service area to serve as guidance to the City of Greeley and the developers. The master plan entailed analysis of both potable and non-potable water supply alternatives for irrigation. This new system was built into Greeley's existing water model. Storage was evaluated to meet maximum day and fire flow demands. Ms. Shivakumar developed a CIP for the proposed water infrastructure intended to serve as a guide for developers in the near future.

Project Engineer, Comprehensive Sewer Master Planning, Virginia Beach, Virginia. Ms. Shivakumar served as a lead engineer for the Comprehensive Sewer Master Planning efforts for the city of Virginia Beach, Virginia, which addresses the city's gravity sewer and pressure systems. She participated in developing cost effective improvements to accommodate the city's current and future wastewater needs. She was involved in modeling, report writing and preparation of geographic information system (GIS) maps to display existing and proposed system results for individual service areas.

Project Engineer, Manhattan Sewer Master Plan Update, Kansas. CDM was tasked to update 2003 sewer master plan for the city of Manhattan using SewerCAD. Ms. Shivakumar evaluated available rainfall and flow meter data to determine dry weather and wet weather parameters. She calibrated the hydraulic model to determine existing and future capital improvement programs.

Lead Modeler, Southeast Oklahoma Raw Water Supply Pump Stations & Pipeline, City of Oklahoma City / Oklahoma City Water Utilities Trust, Oklahoma. Ms. Shivakumar worked on a comprehensive transmission system analysis that included large-diameter conveyance pipelines and booster pump stations to transfer water from Lake Atoka and other water resources in southeast Oklahoma to the metropolitan area of Oklahoma City. She evaluated two alternative pipeline configuration and size (60-inch and 72-inch) and booster pump station operations over a 100-mile route in InfoWater Model. Based on various demand conditions, she arrived at the most feasible and economically viable phased recommendations. A conceptual design report was developed to document phased steady state operations along with proposed surge control facilities.

Reviewer/Senior Modeler, Sanitary Sewer Master Plan, City of Greeley, Colorado. Ms. Shivakumar was responsible for the development of the hydraulic model of the Greeley wastewater collection system. Her work included evaluation of existing and future deficiencies in the system for development of a Capital Improvements Program and the Sanitary Sewer Master Plan.

Hydraulics Engineer, Raw Water Transmission System Hydraulics, Integrated Transmission Pipeline, Texas. The Tarrant Regional Water District (TRWD) and the city of Dallas (DWU) provide raw water transmission facilities for many cities and water agencies across north central Texas serving drinking water to 4.4 million people. Ms. Shivakumar worked on hydraulics for alternatives analysis of an integrated transmission system with pipe sizes up to 120-inch diameter and multiple intake and booster pumping facilities supporting water conveyance for nearly 180 miles. She was tasked to model the chosen delivery system alternative in InfoWater along with technical report writing summarizing the hydraulics analysis and results.

Modeling Engineer, Comprehensive Water Master Plan, Honolulu Board of Water Supply (BWS). Ms. Shivakumar was a key modeler for the Water Systems Analysis task involving assessment of the distribution and transmission system performance, identifying capacity needs, and development of capital improvements. Ms. Shivakumar developed detailed hydraulic models in InfoWater for 21,000 miles of distribution system piping spread across 110 individual pressure zones. The evaluation comprised of verification, maximum day demand, peak hour, fire flow scenarios, and CIP for each of the 10 model systems

Ryan Tordella, PE

Hydraulic & Modeling

Ryan is an environmental engineer with eight years of experience in planning, design, permitting and construction administration for more than 18 miles of water, reclaimed water and wastewater collection, transmission and distribution mains and more than 20 wastewater pump stations. He is adept at working independently and managing a variety of projects at one time. He is a proficient technical writer with experience creating preliminary engineering reports, hydraulic modeling reports, master planning studies and specialized GIS analysis reports. He has also performed a wide variety of modeling tasks for various utilities. His experience includes developing water and wastewater system master plans using various modeling softwares. Mr. Tordella is proficient with InfoSewer, InfoWater, InfoSWMM, InfoWorks, and SewerGEMs.

Years of Experience
8

Education
ME – Environmental Engineering, University of Florida

BS – Environmental Engineering, University of Florida

Registrations/Licenses
Professional Engineer: Colorado, Florida, New Mexico, Texas

Project Engineer, Greeley Sanitary Sewer Master Plan, City of Greeley, Greeley, Colorado. The City of Greeley required a complete wastewater master planning update for their collection and transmission systems. Mr. Tordella prepared the Wastewater Utility Plan for the National Front Range Water Quality Planning Association (NFRWQPA) detailing updates to their collection system and plans for the next 20 years to ensure compliance with all state and federal regulations. Mr. Tordella updated and calibrated the InfoSWMM model of the existing wastewater system and performed advanced modeling analysis to determine potential capacity concerns. This included existing and future scenarios. Mr. Tordella provided Capital Improvement Project recommendations for the existing, 5-year, and buildout planning horizons.

Engineer of Record, Wastewater Master Plan, City of Georgetown, Georgetown, Texas. The City of Georgetown required a complete wastewater master planning update for their collection and transmission systems. Mr. Tordella updated and calibrated the InfoWorks ICM model of the existing wastewater system and performed advanced modeling analysis to determine potential capacity concerns. This included existing and future scenarios. Mr. Tordella provided Capital Improvement Project recommendations for the existing, 10-year, and buildout planning horizons.

Engineer of Record, Ongoing Wastewater Evaluations, City of Georgetown, Georgetown, Texas. The City of Georgetown required wastewater system analysis for new development projects to evaluate their impact on the wastewater system. Mr. Tordella updated and analyzed the InfoWorks ICM model of the existing and future wastewater system to evaluate the impact of proposed developments and provided analysis reports detailing the impacts and future improvements required.

Engineer of Record, Hornsby Bend Wastewater Master Plan, Southwest Water Company, Austin, Texas. Southwest Water Company (SWWC) required an update to their wastewater master plan. The Wastewater Master Plan is SWWC's planning tool for identifying future facility needs and was last updated in 2011. Mr. Tordella updated and calibrated the InfoSewer model of the existing wastewater system, created the future system model, and performed advanced modeling analysis to determine potential capacity concerns and recommend future capital improvement projects.

Engineer of Record, Albuquerque Bernalillo County Water Authority (ABCWUA) Wastewater Model Calibration, ABCWUA, Albuquerque, New Mexico. ABCWUA required an update and calibration of their existing wastewater model. Mr. Tordella updated and calibrated the InfoSWMM wastewater model using wastewater flow metering data, water meter data, diversion valve settings, wastewater treatment plant flow data, and existing GIS data. The updated wastewater model is now routinely used for contractor flow requests for design as well as construction by-pass flow estimation.

Engineer of Record, Sanitary Sewer Upgrade Project: Segments SC2, South Ouray Way, & SC5B, City of Aurora, Aurora, Colorado. Mr. Tordella served as engineer of record for the design and upgrade of undersized sanitary sewer lines for two major alignments – SC2 and SC5. He provided preliminary design, final design, permitting and construction phase support for the replacement of approximately 5,500 LF of sanitary sewer ranging in size from eight to 15 inches in diameter. Both alignments were identified as a priority in Aurora Water's Capital Improvements Program from the 2017 Wastewater Management Plan. The work includes replacing the existing manholes and sanitary sewer line with larger capacity pipes to meet existing and future system needs. Construction in Ward 1 will be located near Havana Street, from East Colfax Avenue to Jamaica Street. In Ward 5, construction will occur on East Quincy Avenue, near Smoky Hill Road. To date, the project has completed preliminary design phase, field investigations, and data review.

Project Engineer, Ken-Caryl Ranch 2020 Sanitary Sewer Improvements, Ken-Caryl Water and Sanitation District, Ken Caryl, Colorado. Prepared preliminary design, final design, inspection, permitting, and construction phase services for the replacement and CIPP lining of approximately 2,800 LF of 8 to 15-inch sanitary sewer pipe. The project also inspected 35 sanitary sewer manholes, rehabilitated 18 concrete manholes and inspected/reviewed CCTV video for 35 sanitary sewer segments. Rehabilitation recommendations for the sanitary sewer and manholes were outlined in a technical memo to the District, and design plans and specifications were prepared for open cut and CIPP lining of sanitary sewer as well as sanitary manhole rehabilitation.

Engineer of Record, Nelson-Flanders Water Treatment Plant Expansion, City of Longmont, Longmont, Colorado. CDM Smith was selected to provide preliminary design, final design, permitting and construction phase services for the expansion of the Nelson-Flanders Water Treatment Plant. Ryan was responsible for the design of the yard piping systems, which included 5,600 LF of PVC and Steel piping from 8 to 54 inches in diameter. The critical $60 million progressive design-build WTP project is being coordinated with the City's builder Moltz Construction. Similar to other Metro projects like PAR 1400, this project went through an extensive Pre-Design phase to help lay the groundwork for less cycle-back and/or inefficient decision-making, which is structured to improve the chances for a smooth construction phase all centered on a long-term and successfully operating plant for many years to come.

Project Engineer, Diablo Water District Facilities Plan Update, Diablo Water District, Oakley, California. The Diablo Water District (DWD) required an update to their Facilities Plan. The Facilities Plan is DWD's planning tool for identifying future facility needs and was last updated in 2006. Mr. Tordella updated and calibrated the InfoWater model of the existing water system, created the future system model, and performed advanced modeling analysis to determine potential capacity concerns and recommend future capital improvement projects.

Project Engineer, Rodney Street Reconstruction Phase 1, City of Helena, Helena, Montana. Prepared preliminary design, final design, permitting and construction phase services for the replacement of approximately 2,000 liner feet of 8-inch water main and 1,600 linear feet of 8-inch sanitary sewer. Project Construction Cost of $2,700,000.

Project Engineer, City of Orlando Central Blvd. Gravity Sewer, Electrical Duct Bank, Roadway, Utility, and Streetscape Design Build Project, Orlando, Florida, 2016-2018. New infrastructure in support of the new Orlando City Soccer Stadium as a Design Build Project for the City of Orlando. Mr. Tordella provided design and construction administration services for the first 2 phases of an overall 3 phase project. Phase 1 was the design and construction of 2,900 linear feet of 18-inch and 21-inch sanitary sewer and 20 manholes on W. Central Blvd. from Garland Avenue to Glenn Lane for the City of Orlando. He obtained an FDEP Wastewater Permit for the sanitary sewer. Phase 2 was the design and construction of a 6-way 6-inch electrical duct bank along W. Central Blvd. from Glenn Lane to Hughey Ave. for OUC Electric. The duct bank was 2,500 linear feet and included 8 electrical manholes, a switch gear location and 2 transformer locations. Phase 3 of the project was roadway replacement and streetscaping performed by another engineer. The design build project was on an aggressive schedule to be completed in time for the opening of the Soccer Stadium. All phases of the project were completed on schedule. Overall Project Construction Cost was $4,300,000.

Greg Sanders, PE

Geotechnical/Trenchless

Years of Experience
22

Education
MS - Civil Engineering,
Kansas State University

BS – Geological Engineering,
University of Missouri, Rolla

Registrations/Licenses
Professional Engineer: Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, Ohio, Wisconsin, Texas

Certifications
Intern Geologist, Kansas

Greg has 22 years of experience in the area of geotechnical and tunnel engineering for private, commercial, and government clients. He has experience in performing geotechnical investigations and designs for sewers and pipelines using opencut, micro-tunneling, horizontal directional drilling (HDD), methods. Mr. Sanders has provided technical support as project engineer and project task leader for major projects in North and South America. He has participated in the application of finite element methods for complex geotechnical problems, sewer design, design of various soil retaining systems, and deep shaft design. He has been instrumental in the completion of many projects involving CMAR and alternative delivery methods.

Geotechnical Engineer, Ken-Caryl Ranch Water and Sanitation District, 2020 Sanitary Sewer and 2021 Water Improvements, Littleton, Colorado. The project consisted of a review of CCTV video for 35 sanitary sewer segments ranging in diameter from 8 to 15 inches and field inspection of 35 sanitary sewer manholes. CDM Smith developed rehabilitation recommendations for the sanitary sewer and manholes in a technical memo to the district, and design plans and specifications were prepared for open cut and CIPP lining of sanitary sewer as well as sanitary manhole rehabilitation. Mr. Sanders assisted in the review of geotechnical information, preparation of the Plans and Specifications and assistance in the preparation of the bid documents.

Geotechnical Engineer, Caulks Creek Force Main - River Valley, Saint Louis, Missouri. Mr. Sanders was the geotechnical engineer for a segment of the proposed redundant force main, consisting of approximately 11,000 feet of 30-inch force main. The proposed force mains will cross railroads, interstate highways and local streets, creeks, levees, floodplains and wetlands. Mr. Sanders prepared the design documents and specifications for pipeline alignment. Key issues addressed in the design of microtunnel railway and roadway crossing, the use of ground improvement measures to address high groundwater and running sands and analysis of the projects impacts on the parallel USACE levee.

Lead Geotechnical Engineer, Blue River Aerial Emergency Crossing, City of Kansas City, Missouri. Mr. Sanders acted as lead geotechnical engineer for an emergency aerial crossing repair of a sanitary sewer line. This effort was completed under emergency conditions due to one of the existing pipe supports failing and falling into the stream. Ms. Sanders worked directly with the contractor to evaluate the stream bank stability and ensure fill material and riprap was properly placed and compacted. Site design drawings included layout and grading plan, section cuts, and erosion and bank restoration. Bank stability calculations were performed to confirm design standards were being met.

Geotechnical Engineer, New North Branch Interceptor, MDC, Hartford, Connecticut. Mr. Sanders served as the geotechnical project engineer for the New North Branch Interceptor project. This project involved the installation of storm sewers in a very soft varved clay stratum. Mr. Sanders prepared the preliminary evaluations memorandums for alternative alignments that included significant tunnel segments and a siphon installed by micro tunneling methods.

Principal Tunnel Specialist and Task Manager. Edgewood Avenue Near Surface Collector Extension Milwaukee, Wisconsin Mr. Sanders served as the tunnel design lead for Near Surface collector project. The project includes an approximately 2,240 feet of 6-feet (72-inch) inside diameter Near Surface Collector (NSC) extension sewer in Edgewood Avenue to improve system hydraulics and reduce flooding within the City of Shorewood CSO system. This new extension sewer will start at Maryland Avenue and extend west to where it will connect to the existing North Shore drop shaft (NS4) diversion structure.

Mr. Sanders developed the geotechnical exploration and testing program and evaluated project alignment/profile, and construction approach alternatives. He was responsible for preparation of the GDR, GBR, Preliminary Design Report and analysis and design of the sewer and shafts.

Geotechnical Engineer, Beaver Creek Clean River Project, Albany, New York. Mr. Sanders served as a geotechnical engineer for the Beaver Creek Clean River project. The project consists of approximately 2,800 feet of 30-inch HDPE pipe, a new screening and disinfection facility, 528 feet of 72-inch pipe connecting a diversion structure to the screening and disinfection facility, and associated drop shafts/manholes for use as part of a Combined Sewer Overflow (CSO) diversion system. Mr. Sanders provided review of the project drawings prepared the Geotechnical Baseline Report. Mr. Sanders also assisted in the construction inspection and provided guidance for the construction inspectors for both tunnel segments.

Geotechnical Engineer, Nicollet Mall Sanitary Sewer Relocation Project Phase II, Minneapolis, Minnesota. The Nicollet Mall in Minneapolis had an outdated sewer system originally installed in the 1890s. The sewers consisted of bricklined arched pipes and were in dire need of an updated. Installation of the new 24-inch sewers lines would require construction in tight urban conditions adjacent to the newly installed trolley lines. Mr. Sanders evaluated multiple trenchless and open cut methods to address numerous utility conflicts for the proposed sewer relocation. In addition, he evaluated the subsurface conditions, provided recommendations for the trenchless sections, and prepared the drawings and specifications. Mr. Sanders also oversaw the special inspection and project oversight during construction.

Tunnel Engineer, Manzano High School Interceptor Sewer, Albuquerque Arizona. The project consisted of the preliminary design of new sewer to divert wastewater flows from the Manzano Interceptor just north of the intersection of Chelwood Park Blvd. NE and Copper Avenue NE to provide better access for maintenance and cleaning by the Albuquerque Bernalillo County Water Utility Authority (ABCWUA). The new 12-inch Manzano Interceptor Sewer will be installed within Chelwood Park Blvd. NE from the diversion point to the Marquette Avenue NE intersection and then west within the alleyway to the south of Manzano High School. Mr. Sanders was responsible for overseeing the proposed alignment selection, preparation of preliminary cost estimates and the evaluation of various construction methods including, micro-tunneling, Horizontal Directional Drilling (HDD), and open-cut methods.

Geotechnical Engineer, Clearwell 9 Replacement, Evanston Water Treatment Plant, City of Evanston, Illinois. Mr. Sanders was the project geotechnical engineer for the $20 million Clearwell 9 replacement project. The replacement required staged demolition of the existing clearwell amongst existing dormitories at Northwestern University. An advanced stage required sheet pile installation along the western wall where it was closer to the dormitories, which was installed prior to design completion. Mr. Sanders was responsible for the review of the sheet pile design for Northwestern University and the City of Evanston. Demolition of a portion of the structure was required and MR sanders provided evaluation of the soil conditions below the existing structure prior to construction of the new concrete structure.

Project Geotechnical Lead, City of Omaha Public Works Department, Monroe Street Lift Station, Omaha, Nebraska. Mr. Sanders served as the Geotechnical Task leaders and coordinated the subsurface investigation program for the addition of three new structures at the project site. He reviewed the test boring logs, geotechnical laboratory testing and prepared the geotechnical design report and the geotechnical-related specifications and contract drawings.

Geotechnical Engineer, Read Street Sanitary Sewer Replacement, Columbia, South Carolina. Mr. Sanders served as the lead engineer for the design of a well-point dewatering system for the installation of 500 feet of an 18-inch sanitary sewer. The ground conditions consisted of silty, sandy clay that exhibited flowing conditions below the water table prior to dewatering. Mr. Sanders' duties included the preparation of the design recommendation report, contract drawings, and specifications. He also assisted in review of contractor submittals and dewatering data after system installation.

Jeff Van Pelt, PE

Geotechnical/Trenchless

Years of Experience
12

Education
MS – Civil Engineering (Geotechnical), University of Texas at Austin

BS – Civil Engineering, California Polytechnic State University at San Luis Obispo

Registrations/Licenses
Professional Engineer: Colorado, Texas, Arkansas, Louisiana

Jeff is a geotechnical engineer with over 12 years of experience in planning and executing subsurface investigations, geotechnical analyses, construction monitoring and geotechnical report and specification preparation. Mr. Van Pelt's field capabilities include coordination and oversight of test borings, rock coring, installation of monitoring wells and analytical soil sampling. His responsibilities include organizing geotechnical subsurface exploration programs, developing subsurface profiles, interpreting and presenting geotechnical laboratory results, performing design calculations, writing reports implementing geotechnical design recommendations and construction considerations, developing proposals and contract documents, monitoring budgets for large and small projects, and tracking and processing invoices. Mr. Van Pelt has provided design calculations for seepage, slope stability, pile capacity (axial and lateral), bearing capacity and settlement analyses. While at CDM Smith, Mr. Van Pelt has participated in a variety of projects during both, the design and construction phases, involving shallow foundations, deep foundations (driven piles, drilled shafts and augercast piles), open-cut pipeline installation, embankments, retaining wall evaluations, shoring installation, landslide investigations, rock slide remediation, and dam and levee evaluations.

Geotechnical Engineer, Sister Grove Regional Water Resource Recovery Facility (RWRRF) – Phase 1, North Texas Municipal Water District, New Hope, Texas. Mr. Van Pelt was the lead geotechnical engineer for first phase of the North Texas Municipal Water District's Sister Grove RWRRF project. This project included preliminary and final design of a new 16 MGD wastewater treatment plant near McKinney, Texas, allowing for the expansion of up to 128 MGD. Included in this first phase were over 30 structures, including large clarifiers, aeration basins, and a 32 MG peak flow basin complex, amongst other structures (headworks, administration, electrical, disinfection, etc.). Mr. Van Pelt developed a field exploration program that included geophysical work and test borings and subcontracted and oversaw the geophysical and drilling work. He developed and assigned soil and rock samples for a geotechnical laboratory testing program and oversaw all technical calculations including settlement, bearing capacity, seepage and slope stability for the above and below-grade improvements. Additional analyses were also performed by Mr. Van Pelt to address the potential for expansive soils to impact proposed at-grade foundations. Mr. Van Pelt developed preliminary and final geotechnical design reports summarizing the subsurface exploration programs, foundation recommendations and construction considerations, as well as developed geotechnical construction specifications. Throughout the process, Mr. Van Pelt worked with the CMAR (Garney Construction) selected by the owner to optimize the design for cost effectiveness and constructability. Mr. Van Pelt is also involved throughout all aspects of construction, including with submittal reviews and construction oversight.

Geotechnical Engineer, Sister Grove Regional Water Resource Recovery Facility (RWRRF) – Phase 1-4 Outfall Pipeline, North Texas Municipal Water District, New Hope, Texas. Mr. Van Pelt was the lead geotechnical engineer for the North Texas Municipal Water District's Sister Grove RWRRF Phases 1-4 Outfall

Pipeline project. This project included preliminary and final design of a new 96-in diameter pipeline and outfall structure that extends from the plant to the permitted discharge location approximately 4.5 miles away. Mr. Van Pelt performed preliminary design work that identified key factors impacting the pipeline alignment and profile, including the presence of shallow limestone rock across about half of the pipeline's length. During final design, Mr. Van Pelt worked with the CMAR (Garney Construction) and led the geotechnical efforts related to design of the pipeline, partially using open cut-and-cover methods as well as hard-ground and soft ground tunneling methods. Mr. Van Pelt developed a field exploration program that included geophysical work and test borings and subcontracted and oversaw the geophysical and drilling work. He developed and assigned soil and rock samples for a geotechnical laboratory testing program and oversaw all technical calculations for the open-cut portions of the pipeline and all drop and outfall structures. Mr. Van Pelt developed a geotechnical data report (GDR) and supported development of the Geotechnical Baseline Report (GBR) to utilized by the tunnel contractor. These reports summarize the subsurface exploration programs, foundation recommendations (as appropriate) and any potential construction considerations. Mr. Van Pelt developed geotechnical construction specifications for the project and is involved throughout construction, including submittal reviews, RFI's and construction site visits.

Geotechnical Engineer, NAVFAC SE Repair of Potable Water Distribution Lines and Elevated Water Tank, NAS Corpus Christi, Texas. Mr. Van Pelt served as the geotechnical task lead for the water line replacement portion of the project, including planning, coordination and execution of the geotechnical subsurface investigation program for the new water line replacement project at Naval Air Station Corpus Christi (NASCC). He coordinated with Air Operations and NASCC utility personnel to investigate locations along the taxiways, runways and facility roadways, including identification of unknown buried obstructions. He also led the geotechnical design tasks, provided recommendations in a geotechnical design report and developed construction specifications associated with the open cut potions of the water line installation and the horizontal directional drill (HDD) trenchless installations beneath taxiways and airfield aprons.

Geotechnical Project Engineer, TRWD & DWU Integrated Pipeline Project, Ellis and Navarro Counties, Texas. Mr. Van Pelt observed the drilling of approximately 15- to 100-ft deep borings utilizing hollow-stem, continuous-flight, and rock coring advancement methods at three separate proposed pump station sites to be used as part of an approximate 150-mile raw water transmission pipeline from east Texas to the DFW metroplex. Additionally, he observed the collection of SPT and Shelby Tube soil samples in addition to 2-inch diameter rock core samples. For each separate site, he developed a laboratory testing program, created a subsurface profile, performed drilled shaft (axial and lateral) pile capacity analyses for support of the proposed pump station structures, and assisted in writing geotechnical design reports summarizing the subsurface exploration program and construction considerations.

Geotechnical Engineer, Pearland Surface Water Treatment Plant, Pearland, Texas. Mr. Van Pelt served as the lead geotechnical engineer providing services for a new 10 mgd greenfield surface water treatment plant (expandable up to 20 mgd) to meet the City's water quality goals and regulatory requirements. The project was constructed using CMAR alternative delivery methods (Pepper Lawson Waterworks) and involved design and construction of membrane, chemical, operations and electrical buildings (amongst others) in addition to tanks, pump stations, yard piping, and new pavement. As part of this project, Mr. Van Pelt developed and oversaw multiple phases of a field exploration program, performed foundation and consolidation settlement analyses, including deep foundation design for augercast piles, and provided a geotechnical report and construction specifications for the proposed improvements. During construction, Mr. Van Pelt provided geotechnical support for submittals, RFI's, and oversight of special inspection services for installation of the augercast piles.

Geotechnical Engineer, Water Treatment Plant Improvements, Hope, Arkansas. Mr. Van Pelt served as the geotechnical task lead for the design of various modifications to the existing plant. The design included replacement of the existing concrete clearwell and pump station with two 0.75 MG pre-stressed concrete AWWA D110 Type III clearwell storage tanks and their associated Finished Water Pump Station building and generator. A separate West Booster Pump Station was also an alternative bid item. He developed and oversaw execution of the site's subsurface geotechnical investigation, assigned laboratory testing, led the geotechnical analyses and wrote the geotechnical design report and construction specifications. Mr. Van Pelt served as the Engineer-of-Record and also provided assistance during the construction phase.

Todd Stalnaker

Constructability/Cost Estimation

Years of Experience
30

Education
BS - Business Administration, University of Colorado

Certifications
Competent Person – Trenching/Excavation

Todd is a chief estimator with over 30 years of experience in water and wastewater treatment plant construction and 18 years of experience in cost estimating. He has a broad range of expertise in project management, estimating and scheduling. As CDM Smith's chief estimator for the Central U.S., Mr. Stalnaker and his staff frequently work with design teams to provide all the estimating services our clients require. His responsibilities include the preparation of conceptual estimates, preliminary design estimates, final design estimates, detailed bid estimates, and change order pricing and negotiating. His project experience includes a wide range of projects: solid and hazardous waste facilities, stream improvements, water and wastewater treatment facilities, and pipelines and pumping stations. He is experienced in alternate delivery methods including Design-Build and CM at Risk. He is also skilled in the use of many software packages, including Timberline, Primavera, and Insite Sitework.

Estimator, Tollgate Interceptor Parallel – Sand Creek to Alameda, Aurora, Colorado. Mr. Stalnaker served as estimator for this project, including identification of possible pipeline routes through an urbanized area, analysis of the potential routes, and route selection. The work also included design of approximately 4 miles of gravity interceptor ranging in size from 36-inches to 48-inches in diameter.

Estimator, Buena Vista & Red Bud Stormwater Improvements, City of Belton, Missouri. Served as the cost estimating lead to develop and refine costs based on the project scope and client expectations related to concerns with frequent flooding along multiple streets during events, as low as the one-year event. To mitigate these frequent floods, a storm sewer system was designed to convey the 100-year event.

Estimator, Target Green West Marlborough Green Infrastructure Improvements (Outfall 059), City of Kansas City – Water Services Department, Missouri. Served as the cost estimating lead to develop and refine costs based on the project scope and client expectations, which included evaluating and designing green infrastructure solutions for the basins, tributary to Outfall 059. The regulatory requirement was to capture wet weather events and to reduce the number of overflows at the outfall to less than seven, while meeting the approved CSO Long Term Control Plan (LTCP), which includes a five-year period to evaluate the applications of green infrastructure.

Estimator, KCMO Citywide Sewer Rehab Within Waterways Design-Build, City of Kansas City – Water Services Department, Missouri. Served as the design-build team's cost estimating lead to develop and refine costs based on the project scope and client expectations associated with reducing the City's excessive infiltration and inflow by rehabilitating sewer infrastructure, including manholes and sewer pipes that are buried beneath, adjacent to, or exposed in natural waterway channels.

Estimator, Lexington Fayette Urban County Government, DAO Value Engineering Workshop, Lexington, Kentucky. Mr. Stalnaker served on a value

engineering team for wet weather storage options. This team developed design recommendations for the Lexington-Fayette Urban County Government (LFUCG) Wet Weather Storage (WWS) program, with particular emphasis on storage at the Town Branch WWTP site. Recommendations made by the DAO Team were then estimated to allow the client to determine a schedule of construction when funding timelines allowed.

Lead Mechanical Project Engineer, Littleton/ Englewood WWTP, Englewood, Colorado. Mr. Stalnaker managed a team of five project engineers and drafted subcontracts for this upgrade to a 50-mgd WWTP, $87.5 million project, in Englewood, Colorado. His duties also included the review of shop drawings and submittals; pricing change orders; take-off and design of piping systems; coordinating piping and equipment for proper fit up; maintained as-built drawings in AutoCAD.

Chief Field Engineer, Northern Wastewater Reclamation Facility, Colorado Springs, Colorado. Mr. Stalnaker managed a team of ten field engineers for this $59 million project. His duties also included the review of shop drawings and submittals; coordinating piping and equipment for proper fit up; maintained as-built drawings in AutoCAD. He also performed site layout and all construction layout including pipelines, wall lines, pipe penetrations, manholes, equipment pads, curb and gutter, paving, etc. for this 20-mgd wastewater reclamation plant.

Assistant Project Manager/Project Engineer, Boulder Valley Schools Eldorado and Aspen Creek K-8 Schools, Broomfield, Colorado. Mr. Stalnaker supervised subcontractors and field personnel, created project schedules, completed owner and subcontractor change orders, pay requests and billing invoices and other correspondence for two new 112,000 sf schools valued at $26.5 million.

Project Superintendent, Mount View Youth Services Center, Lakewood, Colorado. Mr. Stalnaker supervised subcontractors and field personnel, created project schedules, completed owner and subcontracted change orders, pay requests and billing invoices and other correspondence for this $2.79 million project in Lakewood, Colorado. This project was for a 7,000-foot-long, 16-foot-tall security fence, and a guard station with two vehicle sally ports.

Field Engineer/Assistant Superintendent, Fort Carson Base Exchange, Fort Carson, Colorado. Mr. Stalnaker supervised subcontractors and field personnel, created project schedules, completed owner and subcontractor change orders, pay requests and billing invoices and other correspondence for this $8 million project in Fort Carson, Colorado.

Assistant Field Engineer/Yard Pipe Foreman. Moffat WTP, Lakewood, Colorado. Mr. Stalnaker trained and supervised pipe crew, read blueprints and surveyed for pipe placement, operated heavy equipment for excavation, and did the field verification of existing pipe and layout. The project consisted of a $44 million upgrade to this 200-mgd WTP in Lakewood, Colorado.

Cost Estimator, Southern Delivery System Raw Water Pump Station & Pipeline Design-Build, Colorado Springs Utilities, Colorado. Mr. Stalnaker served as the cost estimator for the final design of the Juniper, Williams Creek and Bradley Booster Pumping Stations. The pump stations were designed to provide 50-mgd of raw water supply capacity, expandable to 78- and 100-mgd in future phases. Each pump station provides high-pressure water conveyance via three to four (seven to eight ultimately) vertical turbine, multi-stage pumps each with variable speed drives and motors in the 2,250 to 3,000 hp range. These stations complement more than 50 miles of 66-inch raw water transmission pipeline and a new water treatment plant (by others). The CDM Smith team is also responsible for hydraulic design of the system and transient control consisting of hydro-pneumatic pressure tanks up to 8,800 cu-feet in size located at the three pumping stations and protecting the pumping systems and the 50-mile transmission pipeline system.

Cost Estimator, ECCV Northern Water Supply Expansion – Pump Stations, East Cherry Creek Valley Water & Sanitation District, Colorado. Mr. Stalnaker served as a cost estimator for the design of the ECCV's expansion of the Northern and Southern Booster Pump Stations that pump into the existing 31-mile, 48-inch steel transmission pipeline and complementing the two existing 14-mgd intermediate high pressure in-line booster pump stations. Project components include additional pump buildings and 4.5 MG of added storage capacity at the existing pump station sites. Each pump station received two new large capacity medium voltage powered pumps rated at 10 mgd and equipped with 1,250- and 1,500-hp each with an open slot for a 3rd equal capacity pump. Variable frequency drives will be added to each station as well and capacity phasing is planned for parallel operations with the existing low voltage powered pumps.

Cost Estimator, Willamette Water Treatment Plant, Willamette Water Supply Program, Oregon. Mr. Stalnaker provided cost estimating services for the new Design-Build facility. The $260+ million project consists of an entirely new facility with a process building, administration/control area, one new clear well, and one overflow basin. A new finished water pump station, ozone generation and contactors, chemical, solids handling, and filtration facilities are also included. The new plant will tie into the existing supply system and the existing control system.

CDM Smith

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Exhibit A - Scope of Services

Project Definition

The City of Arvada (City) has defined the project as the preliminary design of the replacement or repair of approximately 42,870 liner feet of the North Trunk Line (NTL) sanitary sewer network from the intersection of West 61st Street and Tennyson Street to the intersection of West 86th and Beech Street. The objective of the of this project is to improve this section of the NTL to have sufficient capacity to convey estimated buildout flows during a 25-year storm event, achieve a design life of at least 50+ years, implement a risk-based design approach to determine the method of improvement (repair vs replacement), and prioritize the procurement of highest risk segments of the NTL.

Scope of Work

TASK 1 PROJECT MANAGEMENT:

Task 1.1 Kick-off Meeting

CDM Smith will facilitate a kick-off meeting with City Stakeholders to review objectives, goals, and critical success factors for the project. We anticipate that this meeting will review the scope of work (Scope/Schedule/Budget), identify project risks and opportunities, and outline activities to support success in meeting key project milestones. City PM will coordinate the scheduling of the meeting with City Stakeholders and stakeholders will be available and participate in the kick-off meeting. The meeting is assumed to be a 2-hour in-person workshop facilitated by CDM Smith attended by four (4) CDM Smith Team Members.

Deliverables

- Meeting Agenda - Provide in pdf format a minimum of three (3) days before the meeting
- Meeting minutes - Provide in pdf format within five (5) business days of the meeting

Task 1.2 Project Meetings

Weekly Meetings: CDM Smith will schedule and facilitate up to 35 weekly 30-minute progress meeting calls with the City's Project Manager, for support through September 29, 2023. Meetings not needed or deferred by the client will be addressed by extending meeting support beyond September 2023.

Other Meetings: During the duration of the project, other meetings may be required at the request of the Owner or CDM Smith. If required, the project budget has included for up to 10 1-hour meetings for 2 CDM Smith team members. In case not all meetings are required, CDM Smith will return unused funds to the client budget.

Deliverables

- Weekly Meetings: Provide meeting notes and action item log in two (2) business days of the meeting.
- Other Meetings: Meeting minutes - Provide in pdf format within five (5) business days of the meeting

Task 1.3 Monthly Invoice Submittals

CDM Smith will prepare and submit monthly invoices detailing the estimated percentage of work completed by contract task for work completed through October 1st, 2023. Invoices will include progress reports that overview work completed in each invoicing period including scope, schedule updates, budget tracking, and subcontractor updates.

Deliverable

- Monthly invoices with project progress reports.

Task 1.4 Quality Control

CDM Smith will develop a project specific Quality Control Plan (QPC) for the project to outline quality procedures for each task, identify responsible parties to undertake quality measures, and establish procedures for quality assurance to confirm project teams compliance with the QCP. This QCP will be provided to the City for review and comment following the kickoff meeting.

Independent Technical Review Committee (TRC) Meeting: CDM Smith will undertake an independent TRC review meeting as part of Task 2, intended to be scheduled during the project risk assessment. The City is welcome to attend this meeting to listen into the dialogue of the risks and considerations to address in the preliminary design phase.

Preliminary Design Review: QA/QC reviews (5 total) to review each preliminary design package prior to final submittal for City approval.

Deliverables

- Quality Control Plan

TASK 2 PRELIMINARY DESIGN

2.1 Background Review

Existing Data Review: CDM Smith will review the historical information available provided by the client to form the basis of the project background. We anticipate that this will include the following information: 2022 Sanitary Sewer Master Plan, the City's InfoSWMM Model, Aerial Maps, as-built drawings, pump station operations data, existing geotechnical data from adjacent projects, existing environmental data, existing permits, agreements with regulatory agencies, easement documents, and GIS parcel data. We understand that the City is in the process of completing CCTV inspections, and this information will be provided for review as part of the Preliminary Design Report (PDR).

CDM Smith will review the provided information and summarize key findings during the Design and Risk Assessment Workshop (Task 2.2). This information will be documented in the preliminary design report (Task 2.3).

Survey Support: SurvWest will provide survey support for the project to establish a project control, collect field information to support design, and develop survey control plans for inclusion into the preliminary design drawings. As we understand that the City has collected the majority of the project survey information for the sewer network, the survey support for this project includes:

- Field work to establish a control network of 12 new points, using State Plane Coordinates to develop a modified grid on an average ground elevation.
- Locate and collect sewer manhole invert elevations not collected by the City for the NLT (8 manholes assumed). Review City of Arvada survey manhole data and field confirm 10 sewer manhole locations and inverts to the new control network.
- Orthorectify DRCOG / City of Arvada aerial mapping and LiDAR to the new control network.

Assumptions

- City to provide relevant project survey data that should include; survey manhole data, map of missing manholes, and project data along the alignment (Orthorectify DRCOG / City of Arvada aerial mapping / LiDAR) to support building the background for the preliminary design.
- City to coordinate access where survey is required on private property.
- SUE Utility locates and pothole efforts have been included in Task 4

Deliverables

- Survey Control Drawings (5) for preliminary design drawings
- Orthorectified City background data for the preliminary design drawings

Environmental Assessment: Pinyon environmental will lead the environmental assessment along the project alignment and identify potential environmental constraints that should be considered during the preliminary design phase. The environmental assessment will cover a Hazardous materials review, a Section 404 assessment, and a cultural resource review. This assessment will cover the following:

- Hazardous materials Review: Pinyon will evaluate the reasonable potential for groundwater to be impacted by anthropogenic sources through desktop techniques, and review of nearby land uses. Pinyon will obtain an agency database report from ERIS, which aggregates information on regulated facilities from a variety of local, state, and federal sources. The ERIS location data imported into ArcGIS mapping will form the basis for the existing conditions summary memorandum which will briefly describe the project alignment existing conditions, general themes, and proposed next steps.

- Section 404 and Cultural Resource Review: Pinyon will evaluate the reasonable potential for biological and cultural resources to inform the expected outcome for the 404-permitting approach for sections of the project. For this work, Pinyon will undertake desktop potential biological review using ERSI ArcGIS maps to:
    - Identify locations where pipeline installation may result in temporary or permanent impacts to Waters of the US (WOTUS).
    - Review for the potential to impact federally listed threatened or endangered species, and

- Evaluate potential for cultural resources (historic architecture [e.g., irrigation ditches often are eligible resources, and seen as WOTUS as well] or archaeology) using available on-line sources.

The findings of these efforts will be presented in two technical memorandums; Waters of the United States Compliance Memorandum and a Class I Cultural Resources Report. These documents will include any recommendations that should be considered during the final design phase.

Assumptions:

- Assessment does not encompass all possible environmental approvals or compliance. Any identified potential hazardous materials from this review will require further investigations during the final design phase.
- Formal wetland delineations are not included in this scope of work
- No formal evaluation using Colorado State Historic Preservation Office forms is included with this evaluation.

Deliverables

- Environmental Assessment Memorandum

Geotechnical Assessment: CDM Smith will perform a preliminary subsurface investigation to collect soil and groundwater information along the proposed alignment. The subsurface information collected will provide additional details to the preliminary design and future bid packages.

- Budget has included eight (8) geotechnical test borings planned for anticipated trenchless crossing locations and other key areas spaced along the NTL.
- A preliminary Geotechnical Data Report (GDR) will be developed from the preliminary test borings. The GDR will include a summary of the work performed, logs of the borings and geotechnical laboratory test results.

Assumptions:

- CDM Smith assumes the City will assist with property owner notification and right-of-way or easement access. While not anticipated, CDM Smith assumes support from the City can be provided for obtaining City-related permit (lan closures, etc.), if needed.
- Final design of the pipeline alignment will require additional borings as deemed necessary by the others.

Deliverables:

- A preliminary Geotechnical Data Report (GDR)

2.2 Design and Risk Assessment

Hydraulic Model Assessment: CDM Smith will undertake review of the City's InfoSWMM Model to confirm its general conformance with the current masterplan (i.e. Confirm demand scenarios match masterplan) and has been updated to reflect current city survey information (locations and inverts). We have assumed that minor edits or updates may be required, but once confirmed, CDM Smith will be able to confirm the key project scenarios that will be considered for this project:

- Scenario 1: Existing peak flow during the 5-year storm event
- Scenario 2: Existing peak flow during the 25-year storm event
- Scenario 3: Buildout peak flow during the 25-year storm event

From this review, the first two scenarios will identify locations of high risk that need to be assessed in conjunction with other risks for inclusion in the high priority segment list. The last scenario will establish the "Base Final Network Model (Base Final)" where proposed diameters will be established to benchmark the proposed project. Any alternatives considered in Task 2.2 will compare improvements that can be made (i.e. revised alignment, revised flowline, revised diameters) and the advantages and disadvantages that these alternatives provide to the Base Final model.

This hydraulic model assessment and the key takeaways from our review will be presented and discussed with the City as part of the Project Design and Risk Assessment Workshop. The results from this assessment will be summarized in the PDR (Task 2.3).

Project Risk Assessment: The CDM Smith team will undertake a project design and construction risk assessment to summarize risks and opportunities from the Background Review (Task 2.1) and assessments completed in Task 2.2 to develop the project risk register. This information will be developed by task leads and reviewed with the CDM Smith TRC Committee (Task 1.4).

This risk assessment will be presented to the City at the Design and Risk Assessment Workshop to review and discuss proposed draft mitigation strategies. Following the workshop, the risk register will be updated and summarized in the PDR.

Permitting and Stakeholder Assessment: CDM Smith will work with the City to identify permitting agencies and project stakeholders following discussions from the kickoff meeting and the existing data review to develop the initial Permitting and Stakeholder Register. This register will identify relevant permitting agencies and stakeholders that should be consulted as part of the design phase of the project, list point of contacts at these organizations, list any known requirements from a desktop review, and develop an action list to be completed as part of Task 2. This register will be reviewed with the city at either a project workshop or a project meeting, updated based on comments received, then a plan will be made to make contact and meet over the phone or in person with each of these organizations.

We have assumed consulting with the following organizations as part of this task:

- City of Westminster
- CDOT
- CDPHE
- Metro Wastewater
- Canal/Ditch Company

- Parks and Recreation
- Homeowner's Association (TBD based on improvements)
- Northridge Shopping Center (80th and Wadsworth), and
- Homeowner group with section of NTL in their backyard

Information received from these meetings will be reflected on the updated Permitting and Stakeholder Register. The summary of these meetings and the register will be presented to the City and documented in the PDR.

Material/Supply Chain Assessment: CDM Smith will review sewer main pricing information, inquire about supply chain trends, and review procurement approaches implemented across the industry over the past 6 months. This work is intended to highlight risks that may be greatest for the high priority projects. The summary of this assessment will be presented to the City and documented in the PDR.

Design and Risk Assessment Workshop: CDM Smith will facilitate the Design and Risk Assessment workshop with the City to review the work done as part of the Background Review (Task 2.1) and the assessments completed as part of Task 2.2. The meeting is assumed to be a 2-hour in-person workshop facilitated by CDM Smith attended by four (4) CDM Smith Team Members, with some individuals attending virtually.

This workshop will concentrate on reviewing:

- Base Final model for the NTL upgrades and risks associate with this design
- Interim hydraulic concerns and areas that qualify as high priority
- Bypassing considerations for Base Final design, identify areas of concern
- Alternatives options that may mitigate risks from the Base Final model
- Recommended Alternatives for consideration

The objective of this workshop will be to present CDM Smith's assessment of the project alignment, assessments completed, risks and alternatives considered for the City feedback. The recommendations presented will cover:

- Project base final design
- Risk Register items and proposed mitigation strategy
- Criteria for alternative scoring assessment
- Preliminary procurement approach and assignment of high priority segments.
- Alternatives presented and confirmation of remaining alternatives to be assessed.
- Actions to be addressed and confirmed in the Prioritization / Alternatives Workshop
- Due to schedule concerns, the City may choose to authorize CDM Smith to start the preliminary design on one or more of the high priority segments.

Alternatives Review: CDM Smith will advance alternatives selected in the workshop to further the design concept to allow a risk and cost comparison review to be completed. The alternative scoring assessment criteria established in the previous workshop will be applied to these alternatives to establish a non-bias comparison scoring of alternatives against the Base Final design. Alternatives will be summarized and presented to the City at the Prioritization / Alternatives Workshop. We have assumed that at least two (2) alternatives will be reviewed for proposed changes to the alignment.

Prioritization / Alternatives Workshop: CDM Smith will facilitate the Prioritization / Alternatives Workshop to review and discuss each alternative progressed as part of the alternatives review. The objective of this workshop is to review recommendations of updated alternatives, confirm the preliminary design layout, confirm the division of the project into procurement packages, confirm procurement approach and priority for each package, and review the schedule for the preliminary design phase. A prioritization/alternatives report will be developed and submitted to the City.

Assumptions

- CDM Smith assumes that the 2022 Master Plan InfoSWMM Model is generally correct and only minor validation of the model is needed.
- We have assumed up to nine (9) one-hours meetings with permitting/stakeholders
- We have assumed a 2-hour design and risk assessment workshop with up to four (4) CDM Smith team members.
- CDM Smith will review a minimum of two (2) alternatives for proposed changes to the alignment.

Deliverables

- Risk register to summarize risks and opportunities from the Background Review
- Permitting and Stakeholder Register
- Summary of Task 2.2 items for the Preliminary Design Report.

Task 2.3 Preliminary Design

CDM Smith will develop the project preliminary design in a series of separate drawing packages, based on the recommendations accepted by the City as part of the Task 2 workshops. Preliminary design will include plan and profile drawings for each segment that will detail the horizontal alignment, slope, and pipe sizes for the full length of the sanitary sewer for the NTL. Each preliminary drawing set will include the following drawings: cover sheet, general notes, survey control drawing, plan and profile drawings, and standard city detail sheets. The design will include notes identifying collected SUE information, potential utility conflicts, utility interferences, and site-specific considerations where possible based on City provided data or field work. The design will also include locations of existing asbestos-cement (AC) water mains replacement as identified by the City.

Each preliminary design package will include:

- Preliminary design drawing set
- Preliminary design report, common report covering all segments with a unique executive summary specific to the drawing package.
- Project Risk Register, segment specific and overall version for the City
- 30% OPCC Class 5 Estimate for each segment, for the City
- Project Permitting and Stakeholder register, for the City

Assumptions

- The overall project is assumed as being broken up into five (5) segments. Segments can be added or reduced based on agreement with the City on Task 2.2. Segments may be added or reduced based on mutual agreement with the City at no cost assuming that the number of drawings or bidding efforts remain the same. For budgeting purposes, we have assumed 70 total drawings based on the following drawing list:
    - Cover Page – 5 total (1 per segment)
    - General Sheets (notes/abbv) – 10 total (2 per segment)
    - Plan and Profile sheets (50 Scale – appx 1050 lf per sheet) – 40 total (8 drawings per segment)
    - Detail sheets – 15 total (3 per segment)

- Preliminary drawing plan view information will be provided by the City that will include survey data (benchmarks, sewer locations, and sewer inverts), aerial/lidar imagery and GIS data along the alignment. The survey support (Task 2.1) includes efforts to align this data to the project coordination system. Project alignments and hydraulic profiles from the model will be set, or frozen, at the start Task 2.3.

- Preliminary design documents for each segment will be issued as draft for City for review and comment. We have also assumed that:
    - Preliminary design segments will be issued for review in either two or three submittal packages (2 - high priority segments, 2 - normal priority segments, and 1 sewer rehabilitation segment) for City review.
    - City reviews are assumed to be completed within 10 business days with comments combined into one document. CDM Smith will plan to meet with the City for each submittal package to review comments and agree upon an approach to address changes.
    - Preliminary design will address one round of City comments and resubmit as final.

Deliverables

- Preliminary design drawing documents (5 Sets)
- Preliminary design reports (5 reports). Common PDR report covering all segments with a unique executive summary specific to the drawing package.
- Project Risk Register, segment specific (5) and overall version for the City
- 30% OPCC Class 5 Estimates, segment specific (5) and overall version for the City
- Project Permitting and Stakeholder register, overall version for the City

TASK 3 OWNERS REPRESENTATIVE SERVICES

3.1 Bidding Support Services

CDM Smith will support the City in the procurement of the project segments following the preliminary design phase. This support will include:

- RFP Document Preparation Support: CDM Smith will review and provide comment to the City's standard document procurement package for CM/GC or design-bid-build forfinal design procurement. Review will focus on segments specific considerations and support in alignment of procurement approach to meet the City's objectives. We have assumed that either of the procurement packages reviewed will be applicable for each preliminary design package for the NTL.

- Bidding Support: CDM Smith will support the City during the bidding process for each package. We have assumed that we will attend the pre-bid meeting, provide engineering responses to bidder questions, review and provide feedback on proposal submissions. For the CM/GC process, CDM Smith will review the prequalification package and provide feedback on proposal submissions.

3.2 Final Design Support

CDM Smith will support the City during the final design process to confirm that design documents are in conformance with the approach set forth in the preliminary design documents. For this effort, we have assumed that we will undertake an engineering peer review of each design package (5 reviews in total) at the 90% final design milestone. This task also includes budget for potential meetings where CDM Smith may be needed to support the City.

Assumptions

- City will lead the prequalification, advertisement, and bidding process for each RFP.
- Budget has assumed 15 1-hr meetings for the final design support task.

Deliverables

- Review summary of the City's CM/GC and final design procurement documents
- Memorandum ranking and review of final design proposals
- Response to questions from each RFP process
- Memorandum summarizing review comments from each final design review

TASK 4 OPTIONAL SERVICES

CDM Smith anticipates that changes may occur during the delivery of this project that could require an adjustment to the project budget based on changes to the scope, findings from field investigations, design or schedule challenges. As a result, we have included an optional services budget that the City can use to authorize additional services, at the City's direction, to address revisions to the scope of works. A budget of $82,800 has been established on items summarized below but may be used by the City for any scope revising as approve in writing (email approval acceptable).

1. Underground Utility Support: Budget $70,300
   The task 2 review and design efforts may identify the need for Subsurface Underground Utility (SUE) location efforts. A budget for these efforts is based on the assumption provided below. If

SUE efforts are needed, CDM Smith will provide the City with an revised estimate for the specific services requested. The estimate budget is based on the following assumptions:

a. SUE Level B Locates: $19,500 – Budget for 3 days of SUE level B efforts to cover approximately 20% of the NTL Alignment.
    i. Definition: Ground marking of utilities that were installed that are traceable using surface geo-physical equipment.
    ii. Cost: SuvWest estimates a day rate of $6,500 for SUE level B locates that would cover approximately 3,300 linear feet of a 20' wide corridor.

b. SUE Level A Locates: $44,800 – Budget for up to 14 Level A potholes (7 potholes) for each of the two high priority areas.
    i. Definition: Horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of sub-surface utilities, usually at a specific point.
    ii. Cost: SuvWest estimates a rate of $3,200 per pothole.

c. SUE Labor Support: $6,000 – Budget moved to cover support for SUE oversight (PM/Contracting), field coordination, and review.

2. Easements Support: Budget $5,500
   The City may choose to explore or initiate the easement acquisition process for locations along the high priority segments. Budget has been set up to support one day of survey field work with the development of one draft easement document.

3. Additional Geotechnical Investigations: Budget $7,000
   Task 2 efforts recommend additional geotechnical investigations to support the preliminary design or assess geotechnical conditions for an alternative alignment. For this effort the budget has been set up to undertake an additional day of geotechnical borings (up to 2 bore holes), associated lab testing, and update to the geotechnical report.

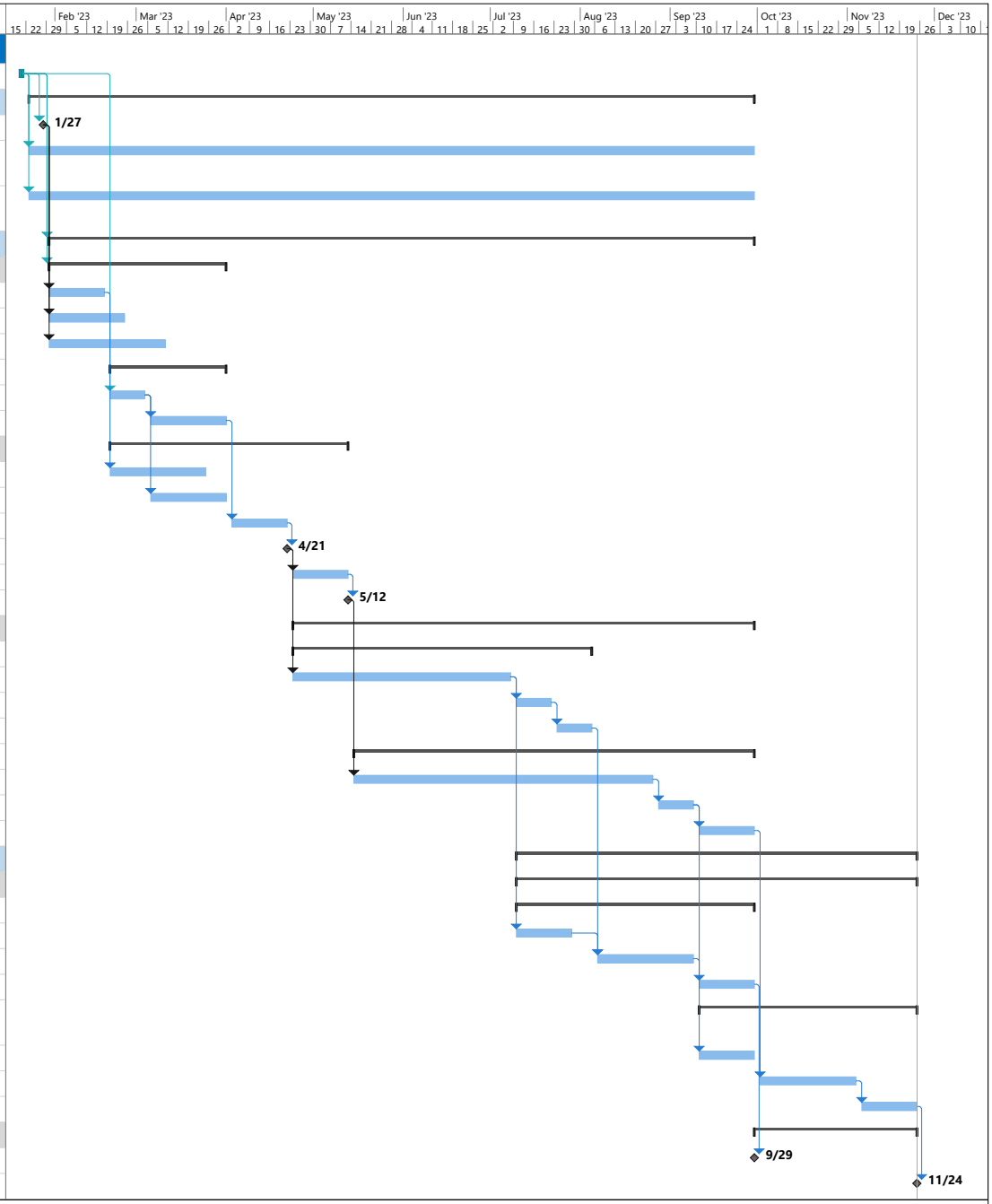
Fee Summary

CDM Smith proposes to under-take this scope of services on a lump sum basis with a not to exceed budget of $941,667, based on the Table 1 provided below. Work will be completed based on contract conditions provided in the RFP, updated based on mutual agreement of comments provided by CDM Smith in the proposal submission. The schedule assumed for this scope of work has been provided as an attachment.

		CDM Smith			Subconsultants				
	Task Description	Hours	Labor	ODCs	Survey	Geotech	Environmental	Budget Items (TBD)	Total Fees
North Trunk Line Preliminary Design									
1	**Project Management**								$ 105,805
1.1	Kickoff Workshop	52	$ 10,750	$ 500	$ -		$ -	$ -	$ 11,250
1.2	Meetings and Updates	115	$ 25,125	$ 500	$ -		$ -	$ -	$ 25,625
1.3	Monthly Invoicing	72	$ 10,200	$ -	$ -		$ -	$ -	$ 10,200
1.4	Quality Control	280	$ 58,730	$ -	$ -		$ -	$ -	$ 58,730
2	**Field Services**								$ 657,812
2.1	Background Review	210	$ 39,022	$ 500	$ 48,000	$ 40,000	$ 39,000	$ -	$ 166,522
2.2	Risk and Alternatives Assessment	893	$ 151,070	$ 250	$ -		$ -	$ -	$ 151,320
2.3	Preliminary Design	2,380	$ 339,470	$ 500	$ -		$ -	$ -	$ 339,970
3	**Owner's Representative Services**								$ 95,250
3.1	Bid Phase Services	366	$ 56,650	$ 250	$ -		$ -	$ -	$ 56,900
3.2	Final Design Support	170	$ 38,250	$ 100	$ -		$ -	$ -	$ 38,350
4	**Optional Items**								$ 82,800
	Underground Utility Allowance				$ -		$ -	$ 70,300	$ 70,300
	Easement Support Allowance				$ -		$ -	$ 5,500	$ 5,500
	Additional Geotechnical Allowance				$ -		$ -	$ 7,000	$ 7,000
	Total	**4,538**	**$729,267**	**$ 2,600**	**$ 48,000**	**$ 40,000**	**$ 39,000**	**$ 82,800**	**$ 941,667**

Table 1: Fee Estimate

ID	Task Name	Duration	Start	Finish	Predecessors
1	Arvada North Trunk Line Schedule				
2	NTP - City Issues PO	1 day	Fri 1/20/23	Fri 1/20/23	
3	**Task 1 Project Management**	**180 days**	**Mon 1/23/23**	**Fri 9/29/23**	
4	Task 1.1: Kickoff Meeting and Project Initiation	0 days	Fri 1/27/23	Fri 1/27/23	2FS+5 days
5	Task 1.2: Project Meetings and Updates (Preliminary Design Phase)	180 days	Mon 1/23/23	Fri 9/29/23	2
6	Task 1.3 & Task 1.4: Monthly Invoicing and Quality Control	180 days	Mon 1/23/23	Fri 9/29/23	2
7	**Task 2 Preliminary Design**	**175 days**	**Mon 1/30/23**	**Fri 9/29/23**	**2**
8	**Task 2.1 Background Review**	**45 days**	**Mon 1/30/23**	**Fri 3/31/23**	**2**
9	Existing Data Review	15 days	Mon 1/30/23	Fri 2/17/23	4
10	Survey Field Work	20 days	Mon 1/30/23	Fri 2/24/23	4
11	Environmental Assessment	30 days	Mon 1/30/23	Fri 3/10/23	4
12	**Preliminary Geotechnical Evaluation**	**30 days**	**Mon 2/20/23**	**Fri 3/31/23**	
13	Field Work	10 days	Mon 2/20/23	Fri 3/3/23	2FS+20 days
14	Lab/Reporting	20 days	Mon 3/6/23	Fri 3/31/23	13
15	**Task 2.2 Design and Risk Assessment**	**60 days**	**Mon 2/20/23**	**Fri 5/12/23**	
16	Hydraulic Model Assessment	25 days	Mon 2/20/23	Fri 3/24/23	9
17	Permitting Assessment	20 days	Mon 3/6/23	Fri 3/31/23	13
18	Project Risk Assessment	15 days	Mon 4/3/23	Fri 4/21/23	14
19	Design and Risk Assessment Workshop	0 days	Fri 4/21/23	Fri 4/21/23	18
20	Alternatives Review	15 days	Mon 4/24/23	Fri 5/12/23	19
21	Prioritization / Alternatives Workshop	0 days	Fri 5/12/23	Fri 5/12/23	20
22	**Task 2.3 Preliminary Design Phase**	**115 days**	**Mon 4/24/23**	**Fri 9/29/23**	
23	**Phase 1 - High Risk Priority Segments**	**75 days**	**Mon 4/24/23**	**Fri 8/4/23**	
24	Draft Design	55 days	Mon 4/24/23	Fri 7/7/23	19
25	City Review	10 days	Mon 7/10/23	Fri 7/21/23	24
26	Revise / Issue for Bid Phase Services	10 days	Mon 7/24/23	Fri 8/4/23	25
27	**Phase 2 - Remaining Segments**	**100 days**	**Mon 5/15/23**	**Fri 9/29/23**	
28	Draft Design	75 days	Mon 5/15/23	Fri 8/25/23	21
29	City Review	10 days	Mon 8/28/23	Fri 9/8/23	28
30	Revise / Issue for Bid Phase Services	15 days	Mon 9/11/23	Fri 9/29/23	29
31	**Task 3 Owners Representative Services**	**100 days**	**Mon 7/10/23**	**Fri 11/24/23**	
32	**Task 3.1 Bidding Support Services**	**100 days**	**Mon 7/10/23**	**Fri 11/24/23**	
33	**Phase 1 - High Risk Priority Segments**	**60 days**	**Mon 7/10/23**	**Fri 9/29/23**	
34	Develop Bid Package	15 days	Mon 7/10/23	Fri 7/28/23	24
35	Advertise / Bidding / Bid Opening	25 days	Mon 8/7/23	Fri 9/8/23	34,26
36	Award / Contracting / Issue NTP	15 days	Mon 9/11/23	Fri 9/29/23	35
37	**Phase 2 - Remaining Segments (1st RFP, additional RFPs to be spaced to encouraged bidding)**	**55 days**	**Mon 9/11/23**	**Fri 11/24/23**	
38	Develop Bid Package	15 days	Mon 9/11/23	Fri 9/29/23	29
39	Advertise / Bidding / Bid Opening	25 days	Mon 10/2/23	Fri 11/3/23	30
40	Award / Contracting / Issue NTP	15 days	Mon 11/6/23	Fri 11/24/23	39
41	**Task 3.2 Final Design Support (Schedule TBD)**	**40 days**	**Fri 9/29/23**	**Fri 11/24/23**	
42	Phase 1 - High Risk Priority Segments	0 days	Fri 9/29/23	Fri 9/29/23	36
43	Phase 2 - Remaining Segments	0 days	Fri 11/24/23	Fri 11/24/23	40



Date: Tue 12/13/22

Task, Split, Milestone, Summary, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, External Tasks, External Milestone, Deadline, Progress, Manual Progress

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.B.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force

Report in Brief

In 2016, a number of agencies in the metro area entered into an intergovernmental agreement to form the Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force ("C-MATT"). C-MATT's goal is to enable participating agencies to more effectively investigate, apprehend, and prosecute criminals involved in auto theft and auto theft-related crimes. This resolution will permit the Arvada Police Department (APD) to join the C-MATT.

The Arvada team recommends that the City Council approve R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force.

The Arvada team recommends that the City Council approve , R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force

Financial Impact

The C-MATT IGA will have no negative financial impact to the City. C-MATT will reimburse the APD for a portion of the assigned detective's base salary, and 100% of any overtime costs.

Background

In recent years the City has experienced significant increases in auto thefts and related crimes. Criminals frequently use stolen vehicles to commit numerous crimes across various jurisdictions. C-MATT member agencies are able to more effectively investigate auto theft crimes across the metro area by sharing resources, manpower, and investigative expertise.

Discussion

The City has seen a significant increase in auto theft crimes in recent years. By way of example, Arvada experienced an average of 124 auto thefts during the period from January 1 to March 21 over 2019, 2020, and 2021. In 2022, that number rose to 240 incidents; an increase of 93%.

APD Investigations Bureau Commander Anthony Baros prepared a staff study setting forth a number of strategies to combat auto theft crimes in Arvada. One proposed strategy is to join C-MATT in order to leverage additional law enforcement

resources to investigate auto theft crimes and apprehend those responsible. The APD participated with C-MATT on a trial basis during 2022, assigning one detective to work with C-MATT investigators. The assignment allowed the detective to bring additional investigators to assist with Arvada auto theft crimes, and to participate in coordinated auto theft investigations affecting Arvada and neighboring jurisdictions. The APD detective was able to successfully investigate a number of cases with C-MATT assistance.

By joining C-MATT, the APD will continue to implement this strategy to impact criminals who victimize members of the Arvada community. The APD will assign its existing auto theft detective full time to C-MATT. C-MATT receives grant funding from the Colorado Auto Theft Prevention Authority (CATPA) which will partially offset the assigned detective's salary and all overtime costs.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

Joining the C-MATT supports the City Council Strategic Priority Area Safe Community by making additional resources, manpower and auto-theft crime expertise available to the APD. These additional resources will enhance the APD's ability to respond to auto theft and auto theft-related crimes occurring in the City. Furthermore, joining C-MATT aligns with APD-identified strategies in its assessment of ways to reduce auto theft in the City.

Recommendation for Action and Alternatives

The Arvada team recommends that the City Council approve , R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force

The Arvada team recommends that the City Council approve R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force.

Suggested Motion:

I move that , R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force be:

(approved)

(rejected)

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	12/19/2022
Ed Brady, Deputy Police Chief	12/21/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-009

A RESOLUTION AUTHORIZING THE CITY TO JOIN AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

WHEREAS, the City of Arvada and neighboring municipalities and counties in the Denver metropolitan area have the authority to enter intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 *et. seq.*; and

WHEREAS, the cities of Aurora, Englewood, Lakewood, and Wheat Ridge, the City and County of Denver, the counties of Adams, Arapahoe, and Jefferson, and the District Attorneys of the 1st and 2nd Judicial Districts created a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force ("C-MATT") by execution of the attached intergovernmental agreement ("C-MATT IGA") dated April 8, 2016; and

WHEREAS, the C-MATT IGA permits other area law enforcement agencies to join the C-MATT upon approval of the C-MATT board of directors, and the joining agency's acceptance of the terms of the C-MATT IGA; and

WHEREAS, the C-MATT board of directors has approved that the City of Arvada may join the C-MATT; and

WHEREAS, auto theft and related crimes are a matter of concern throughout the Denver metropolitan area, including the City of Arvada; and

WHEREAS, the City Council finds that joining the C-MATT in its efforts to reduce auto theft and related crimes through coordinated, multi-jurisdictional enforcement efforts will promote the health, safety, and welfare of the public.

NOW, THEREFORE, 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 Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 9th day of January, 2023.

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this 8th day of April, 2016 (the "Effective Date"), by and among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge, the City and County of Denver ("Denver"), the District Attorney Offices for the First Judicial District and Second Judicial District of Colorado, the Colorado Counties of Adams, Arapahoe and Jefferson on behalf of their Sheriff's Departments (the "Counties"), and the State of Colorado on behalf of the Colorado State Patrol (each, a "Party;" collectively, the "Parties").

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, Colorado Revised Statutes ("C.R.S."), encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain and operate law enforcement and other emergency services;

WHEREAS, contiguous boundaries between and among the Parties often result in more than one law enforcement agency becoming involved in the investigation of criminal activities;

WHEREAS, the ability of a Party to respond to criminal activities may be limited by the Party's personnel and equipment;

WHEREAS, it is in the best interest of the Parties to maintain uniform equipment, training, policies, procedures and personnel standards pertaining to the investigation of auto theft, fencing of stolen property, operation of chop shops and related offenses so that each may have the service of the other Parties to assist in the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles and associated criminal activities.

WHEREAS, the Colorado Automobile Theft Prevention Authority ("CATPA") has offered to provide funding for a single auto theft task force for the Denver Metropolitan Area;

WHEREAS, the Parties wish to cooperate in the creation and implementation of a CATPA-Metropolitan Auto Theft Task Force ("C-MATT") for the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles, the fencing of stolen property, the operation of chop shops and other associated criminal activities;

WHEREAS, the Parties may, in the future, wish to allow other governmental agencies or entities to join as parties to this Agreement and to allow those other agencies or entities to join C-MATT under the terms and conditions set forth herein or as otherwise agreed upon; and

WHEREAS, the establishment of C-MATT serves a public purpose and will promote the safety, security and general welfare of the inhabitants of the Denver Metropolitan Area.

NOW, THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions will apply:

Agency of Record shall be the Party that provides the C-MATT Commander and all accounting, financial planning and payment services on behalf of C-MATT, the duties and responsibilities of which are more particularly set forth in Section 8 herein.

Criminal Justice Record(s) has the same meaning as "criminal justice records" as defined in C.R.S. § 24-72-302(4), as may from time to time be amended.

Grant means the funds awarded by CATPA to establish and operate C-MATT and includes the governing documents therefor.

Net Forfeitures means the money available after deducting all applicable expenses associated with the operation of C-MATT, including the division of seized assets with agencies not a Party.

Public Record has the same meaning as defined in the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, as may from time to time be amended.

2.0 INTENT

2.1 It is the intention of the Parties to facilitate cooperation among themselves in the identification, investigation and prosecution of individuals and groups in the Denver Metropolitan Area involved in: (i) auto theft; (ii) the fencing of stolen property; (iii) the operation of chop shops; and (iv) other, associated criminal activities, but not to establish a separate legal entity to do so.

2.2 Except as expressly set forth herein, this Agreement shall not authorize any Party to act on behalf of any other Party for any purpose whatsoever.

2.3 This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal: the joint development and operation of C-MATT.

3.0 PERSONNEL

3.1 Commitment of Personnel. Each Party agrees, subject to the limitations herein set forth, to aid and assist the other Parties by causing and permitting its law enforcement personnel and equipment to be used in conducting overt and covert investigations in the jurisdiction of any of the others in events such as the theft of motor vehicles, fencing of stolen property, operation of chop shops and other related offenses or other exceptional instances when covert investigation procedures are needed in the jurisdiction served by one Party which are in the common interest of the law enforcement agency of each Party. It is understood and agreed that each Party shall maintain a level of personnel and equipment necessary to meet its obligations under this Agreement.

3.2 Responsibility for Salary and Benefits of Personnel. Employees of Parties who are assigned to C-MATT ("C-MATT Personnel") shall remain employees of the assigning Party for all purposes and are not considered employees of C-MATT or any other Party. Each Party shall be responsible for the salary, overtime pay, benefits, insurance, including workers' compensation, and all related employee costs of every kind for each C-MATT Employee the Party assigns to C-MATT. Each Party may apply to the Agency of Record for reimbursement of any such costs and receive reimbursement to the extent any such reimbursement is authorized by the Grant.

3.3 Assignment of Personnel. For law enforcement officers to be eligible for assignment to C-MATT, such officers must pass and maintain pertinent and lawful performance standards as required by the Peace Officer Standards and Training Board and those required by the assigning Party.

3.4 Discipline of Personnel.

3.4.1 Disputes among C-MATT Personnel shall be resolved cooperatively among the C-MATT Personnel and their assigned Sergeant(s). If the dispute cannot be resolved cooperatively among the C-MATT Personnel and their assigned Sergeant(s), the dispute shall be elevated to the C-Matt Commander who shall attempt to resolve the dispute in conjunction with the employing Parties' supervisor(s) of the involved C-MATT Personnel. If such elevation fails to resolve the dispute, the dispute shall be elevated to the involved Party employer(s). In the event the dispute remains unresolved, the Dispute Resolution provisions of Section 16.6 herein shall be implemented.

3.4.2 Any disciplinary action imposed against C-MATT Personnel as a result of his or her involvement or participation in C-MATT shall be the responsibility of the assigning Party.

3.5 Supervision of Personnel. C-MATT Personnel shall be subject to the authority of supervisory and command personnel assigned to C-MATT regardless of which Party assigned the C-MATT Personnel; provided, however, that C-MATT Personnel shall continue to be subject to the laws, regulations, policies and personnel rules of the Party assigning the C-MATT Personnel. The authority of C-MATT supervisory and command personnel is not intended to supersede the regulations, policies, procedures or personnel rules of any Party.

3.6 Provision of Equipment. Each Party is responsible for providing personal equipment required for the execution of law enforcement duties to all of its law enforcement officers assigned to C-MATT ("C-MATT Officers").

4. LAW ENFORCEMENT AUTHORITY

All C-MATT Officers will be deputized, commissioned or authorized to act with full peace officer authority by each of the Counties and by Denver. Each C-MATT Officer shall have the full status and authority otherwise afforded a peace officer, as described in C.R.S. § 16-2.5-101, while acting on-duty within the course and scope of such officer's

authority and in the performance of such C-MATT Officer's duties within the jurisdiction of any Party.

5. COMMAND AND SUPERVISION

5.1 C-MATT Commander. The C-MATT Commander is the highest ranking command officer within C-MATT and is responsible for the overall oversight of the operational, administrative and budgetary duties outlined in the Grant directives and agreements.

5.2 Assignment of C-MATT Commander. The initial C-MATT Commander will be a Lakewood Police Department Commander unless and until another Party takes over the duties and responsibilities of the Agency of Record, as set forth in Section 8.1 herein.

5.3 Responsibilities of C-MATT Commander. The C-MATT Commander is responsible for monitoring C-MATT progress, providing the Governing Board a monthly written report of such progress and establishing policies and procedures for the operation of C-MATT.

5.4 Liaison Responsibility of C-MATT Commander. The C-MATT Commander will liaison with the Colorado State Patrol Captain assigned to the statewide task force, the Aurora Police Department Lieutenant and CATPA staff to establish goal-setting benchmarks and coordinate major investigations between the C-MATT and the statewide task force.

5.5 Personnel Assisting C-MATT Commander. The C-MATT Commander will be assisted by a grant manager and an investigative technician assigned by the Agency of Record.

5.6 C-MATT Sergeants. The Parties will assign four (4) Sergeants to C-MATT. The City of Aurora ("Aurora"), the Colorado State Patrol ("CSP"), the City and County of Denver ("Denver") and the City of Lakewood ("Lakewood") will each assign one (1) Sergeant. In the event a Party assigning a Sergeant terminates its participation in this Agreement or desires to remove its Sergeant from such assignment, the C-MATT Governing Board (described below) shall choose a Party, with such Party's approval, to assign a Sergeant to C-MATT.

5.7 Responsibilities of C-MATT Sergeants. The C-MATT Sergeants are responsible for day-to-day tactical and operational abilities of C-MATT. The C-MATT Sergeants will act as the contact persons for the Parties for information regarding suspect information, modus operandi and obtaining assistance in a police operation. The C-MATT Sergeants are responsible for administrative tracking of investigative data needs, investigative case flow and closure, the direct supervision of investigative and administrative support staff, the provision of subordinate guidance and direction, and the implementation of C-MATT Policy and Procedure.

6. GOVERNING BOARD

6.1 Creation of Governing Board. The Parties hereby establish a Governing Board for the purpose of overseeing and directing operational, personnel, equipment, training and administrative matters of concern to C-MATT (the "Board").

6.2 Board Membership. Each Party shall designate its Chief of Police, Sheriff, District Attorney or designees thereof as a Member of the Board (each, a "Member").

6.3 Voting and Quorum. Each Member shall be entitled to one (1) vote on any matter coming before the Board. The attendance of at least a majority of all the Members shall constitute a quorum. Approval of any matter before the Board shall require the affirmative vote of a simple majority of the Members present at any meeting at which there is a quorum, except as otherwise specified in this Agreement.

6.4 Budget. The Board shall oversee the C-MATT budget. Any requests for overtime monies associated with exceptional instances involving overt or covert operations that go beyond the normal scope of investigative techniques, to include, but not limited to, extensive surveillance, wiretaps and grand jury investigations, shall be authorized by the Board prior to the commencement of such operation.

6.5 Performance Evaluation of C-MATT. On an annual basis, the Board will evaluate the performance of C-MATT and assess the need to continue, modify or expand C-MATT.

7.0 FUNDING

C-MATT funding shall be provided by the Grant, and any matching funds required by the Grant will be contributed by the Parties based upon a percentage of each Party's salary contribution to C-MATT as follows:

7.1 The Grant currently funds eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for C-MATT Personnel. Based on the foregoing, each Party shall be responsible for the remaining costs (including salaries and benefits) of C-MATT Personnel each such Party assigns to C-MATT.

7.2 In the event in any year the Grant provides more or less funding for the above, each Party's responsibility for the remaining costs shall increase or decrease accordingly.

7.3 Upon addition of a new Party to C-MATT as provided in Section 12 below, the Board shall request an increase in the Grant to ensure the Grant continues to fund at least eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for all C-MATT Personnel.

8.0 AGENCY OF RECORD; GENERAL FINANCIAL TERMS AND OBLIGATIONS

8.1 Agency of Record. To ensure consistency, transparency and accountability, one Party will serve as the Agency of Record. Lakewood will act as the initial Agency of Record for C-MATT. The Board may at any time agree to appoint a successor Agency of Record from among the Parties.

8.2 Duties and Responsibilities as Fiscal Agent. The Agency of Record shall serve as the fiscal agent for C-MATT and will work with the C-MATT Commander to establish an annual financial plan for presentation to and approval by the Board and to establish all accounts necessary to facilitate the ongoing operation and administration of C-MATT. The Agency of Record shall be responsible for the payment of all reasonable and necessary C-MATT bills approved by the Board in its annual financial plan and properly funded.

8.2.1. Administrator of Grant. The C-MATT Commander will act as the financial manager of the Grant and of any further grants received from the CATPA grant program. Any disbursement of grant funds to any Party shall be in accordance with the terms of the applicable grant.

8.3 Deposits and Expenditures. All C-MATT funds will be managed by the Agency of Record through its financial management system to allow for separate financial reporting and accurate accountability of all such funds. The C-MATT Commander will have control over a separate fund, which will not exceed $10,000, to be used to support C-MATT undercover operations.

8.3.1 C-MATT Contracts. The Agency of Record, in accordance with its internal purchasing policies, shall enter into such contracts and agreements necessary to procure goods and services required for operation of C-MATT, as approved by the Board in its annual financial plan and properly funded.

8.3.2 Grant Agreements. By approval of this Agreement, Lakewood hereby authorizes its Chief of Police to execute grant agreements necessary for the continuing funding of C-MATT.

8.4 Annual Financial Report. Beginning in 2016, the Agency of Record will deliver an annual financial report to the C-MATT Commander on or before July 1 of each year this Agreement is in effect. This annual financial report will include an accounting of all revenues and contributions, including forfeitures, if any, and all expenses or costs related to the operation and administration of C-MATT.

8.5 Access to Financial Records and Reports. All financial records and reports of the Agency of Record relating to the administration of this Agreement and the operation and administration of C-MATT will be open to inspection at reasonable times by all Parties and the public, including an authorized auditor or representative of a Party. Any Party, including the City and County of Denver Auditor, may access and examine pertinent books, documents, papers and records of the Agency of Record regarding transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or the expiration of the applicable statute of limitations, whichever occurs later.

9.0 TERM

The initial term of this Agreement will be for one (1) year commencing on the Effective Date (the "Initial Term"). This Agreement shall automatically renew for subsequent one-year terms (each, a "Renewal Term") unless terminated pursuant to Section 14 below.

10.0 FORFEITURES

10.1 Distribution of Forfeitures Resulting from C-MATT Operations. Net forfeitures resulting from seizures of money and personal or real property resulting from C-MATT operations shall be maintained by C-MATT following established forfeiture guidelines as set forth C.R.S. §§ 16-13-311 to 16-13-315, and the Colorado Contraband Forfeiture Act, C.R.S. §§ 16-13-501, *et seq.*

10.2 Distribution of Forfeitures Outside of C-MATT Operations. Forfeitures resulting from seizures of money and personal or real property resulting from any individual Party's operations outside of C-MATT operations shall not be considered C-MATT funds, and shall be the sole property of the Party whose operations generated the forfeiture assets.

10.3 Audit of Forfeiture Funds. C-MATT forfeiture funds will be audited on a quarterly basis pursuant to the rules adopted by the Board. The results of the audit will be presented to the Board for review. Members, at their discretion and individual agency expense, may elect to conduct an independent audit of the forfeiture funds.

10.4 Transfer of Forfeiture Funds. No forfeiture funds will be transferred to C-MATT for operational expenditures without the approval of the C-MATT Commander and the Board.

11.0 C-MATT RECORDS

11.1 Colorado Open Records Act. The Agency of Record will be the official custodian of C-MATT records that are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* ("CORA"), and may release such records in compliance with the provisions of CORA.

11.2 Colorado Criminal Justice Records Act.

11.2.1 The Agency of Record shall be the repository for law enforcement investigative reports generated in furtherance of C-MATT's objectives. Such reports shall constitute Criminal Justice Records.

11.2.2 The official custodian for records that are subject to the Colorado Criminal Justice Records Act, C.R.S. §§ 24-72-301, *et seq.* (the "CCJRA"), shall be the Party that generated the record. Each Party may release any C-MATT Criminal Justice Records that are the records of that Party.

11.2.2.1 In the event the requestor of records is unwilling to contact the official custodian, as identified hereunder, the Fiscal Agent shall immediately notify the Party/ies whose records are being

requested, and such Party/ies shall provide to the requestor written justification for withholding such records, in compliance with the CCRJA.

11.2.2.2 In the event the Agency of Record is served with a Subpoena Duces Tecum or a court order relating to a Party's records, the Agency of Record shall immediately notify such Party, and such Party shall be responsible for responding to the Subpoena Duces Tecum or court order.

11.2.3 If a Party other than the Agency of Record receives a request or demand from a third party for records or information of one or more of the other Parties pertaining to this Agreement, the Party receiving the request shall immediately notify such other Party/ies.

11.3 Discovery Requests. The Agency of Record shall manage discovery requests from prosecuting authorities.

11.4 No Abrogation. Nothing in this Section 11 shall be construed to modify or abrogate any obligations imposed pursuant to CORA or the CCJRA.

12.0 ADDITION OF NEW PARTIES

12.1 Eligibility. Governmental entities that provide law enforcement services and have a contiguous boundary to any Party are eligible to become a Party (each, an "Eligible Entity").

12.2 Process.

12.2.1 An Eligible Entity may become a Party upon the affirmative vote of a majority of all the Members (each, a "New Party"). The Board may impose upon an Eligible Entity such terms and conditions deemed reasonable and necessary for such approval.

12.2.2 Each New Party must sign a separate signature page to this Agreement, and any amendments thereto, which states that the New Party agrees to all the terms and conditions of membership in C-MATT.

13.0 BOOKING OF EVIDENCE

All evidence and property seized as a result of a C-MATT operation shall be seized identified, preserved, booked and stored by the Party within whose jurisdiction the property was seized pursuant to the policies and procedures currently in effect with the Commission on Accreditation for Law Enforcement Agencies.

14.0 TERMINATION; WINDING UP

14.1 Individual Party Termination. Any Party may terminate its participation in this Agreement by giving written notice to the C-MATT Commander at least thirty (30) days prior to the date of such termination, unless the Board and such Party have

agreed on a different notice period. The C-MATT Commander will advise the Board of any Party's termination.

14.2 Termination of Agreement by Vote of the Parties.

14.2.1 Process. This Agreement may be terminated by the adoption, by a majority of the governing bodies of all the Parties, of a resolution approving such termination (a "Termination Resolution"). The effective date of termination of this Agreement and of C-MATT shall be thirty (30) days after the date of the last Termination Resolution adopted.

14.2.2 Winding-up. In the event of termination of this Agreement by the Parties, each Party will use its best continuing efforts to wind-up in a timely manner its obligations pursuant to this Agreement. Upon termination of C-MATT, any funds remaining after payment of all C-MATT debts and obligations shall be distributed in accordance with the then-current CATPA Grant Agreement.

14.3 Final Report. Within ninety (90) days after the termination of this Agreement or of the end of the last Renewal Term of this Agreement, the Agency of Record will issue a final financial report accounting for any disbursements or distributions made to any of the Parties and the disposition of C-MATT assets, if any.

15.0 INSURANCE

Each Party agrees to either self-insure or maintain during the Initial Term and any Renewal Term general liability insurance, automobile liability insurance, crime insurance or fidelity bond, and workers' compensation insurance as to its own employees, all in such coverage amounts as deemed reasonable by each Party.

15.1 Evidence of Insurance. Upon execution of this Agreement, each Party will provide evidence of its self-insurance or insurance coverages to the other Parties. The Parties will ensure that evidence of self-insurance or certificates of insurance are issued automatically on the anniversary of the Effective Date throughout the Initial Term and any Renewal Terms.

15.2 Requirements. The minimum insurance coverage amounts required hereunder for General Liability and Automobile Insurance, unless the Party is self-insured, shall be not less than $1,000,000, with an annual aggregate limit of not less than $2,000,000.

16.0 GENERAL PROVISIONS

16.1 Authority. The Parties each represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

16.2 Assignment. No Party shall assign this Agreement.

16.3 Captions; Construction and Interpretation. The section headings and other captions contained in this Agreement are for convenience and reference

purposes only, are not part of the understanding of the Parties and will not in any way affect the meaning or interpretation of this Agreement.

16.4 Claims or Suits. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.

16.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. The signature page of any Party to any counterpart will be deemed a signature, and may be appended, to any other counterpart.

16.6 Dispute Resolution. The Board is authorized to resolve any issues or disputes among the Parties. In the event of a dispute among the Parties that cannot be resolved by the Board, the Parties shall submit the dispute to mediation by a mutually agreed upon mediation services provider. Should mediation occur, the costs of any mediation shall be shared equally by the Parties to the mediation. Participation in mediation is mandatory before any civil action arising from or relating to this Agreement is filed by any Party.

16.7 Electronic Disposition and Signatures. The Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing. The Parties further consent to the use of electronic signatures; provided, however, that no Party shall be obligated to use electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any Party in the manner specified by such Party. The Parties agree not to deny the legal effect or enforceability of this Agreement or object to the admissibility of this Agreement solely because one or more Parties signed this Agreement or any related document electronically.

16.8 Entire Agreement. This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement supersedes all prior negotiations and understandings of the Parties.

16.9 Force Majeure. Any delays in, or failure of performance by, any Party of its obligations under this 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, that are beyond the control of such Party.

16.10 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the District Court of the jurisdiction of the Party defending such cause of action, in accordance with the applicable rules of procedure.

16.11 Liability; Governmental Immunity.

16.11.1 Intentional acts or omissions. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.

16.11.2 Governmental Immunity Act. The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The provision of services under this Agreement is for the benefit of the Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

16.12 Independent Agencies. The Parties enter this Agreement as separate, independent government agencies and shall maintain such status throughout the Initial Term and all Renewal Terms.

16.13 Necessary Personnel, Equipment and Facilities. Each Party will maintain a level of personnel, equipment and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires any Party to directly fund the activities of any other Party. Employees and volunteers of each Party shall remain the employees and volunteers of that Party.

16.14 No Third-Party Beneficiaries. Nothing in this Agreement will be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party, including any Members, employees, officers, agents or volunteers of any person or entity with whom the Agency of Record contracts.

16.15 Non-Appropriation. Financial obligations of the Parties, if any, after the current year, are contingent upon funds being appropriated, planned and otherwise made available by the governing bodies of the Parties. The Parties' 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 Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Notwithstanding anything to the contrary herein, the Parties understand and agree that any payment obligation of the City and County of Denver pursuant to this Agreement, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Parties acknowledge that the City and County of Denver does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years.

16.16 Notices. Any notice required or permitted by this Agreement shall be in writing and given by certified mail or registered mail, postage and fees prepaid, to the Party to whom such notice is to be given at the address set forth on that Party's

signature page below or at such other address as such Party shall have given by written notice to the other Parties pursuant to this paragraph.

16.17 Severability. If any provision of this Agreement is held invalid or unenforceable as to any Party or person by a court of competent jurisdiction, no other provision will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect.

16.18 Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE-CITY OF AURORA]

ATTEST:

By: _____
JANICE NAPPER, City Clerk

CITY OF AURORA, COLORADO

By: _____
STEPHEN D. HOGAN, Mayor

APPROVED AS TO FORM:

By: _____
NANCY RODGERS,
Sr. Assistant City Attorney

02/17/2016

Chief John Collins, Englewood Police Department Date

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE, AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

CITY OF LAKEWOOD

ATTEST:

CITY OF LAKEWOOD SEAL COLORADO

Kathleen E. Hodgson, City Manager

Margy Greer, City Clerk

FISCAL AGENT: CITY OF LAKEWOOD

Larry Dorr, Finance Director for Fiscal Agent

APPROVED AS TO FORM

Timothy Cox, City Attorney
Office of the City Attorney

CITY OF WHEAT RIDGE

Daniel G. Brennan, Chief of Police
Wheat Ridge Police Department

James Corcoran
Acting Chief

ATTEST:

Janelle Shaver, City Clerk
Kelly K Stevens, Deputy

APPROVED AS TO FORM

Gerald Dahl, City Attorney

Contract Control Number: POLIC-201525838-00

Contractor Name: City of Lakewood

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

ATTEST:

4/8/2016

CITY AND COUNTY OF DENVER

By

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the City and County of Denver

By

REGISTERED AND COUNTERSIGNED:

By

By

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

Peter A. Weir

Peter A. Weir
District Attorney
First Judicial District

1-19-2016
Date

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE, AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY – METROPOLITAN AUTO THEFT TASK FORCE

Office of the District Attorney for the Second Judicial District of Colorado

Mitchell R. Morrissey
District Attorney

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS

ADAMS COUNTY, COLORADO

Steven J. O'Dorisio
Chair

1/12/16
Date

ATTEST:

STAN MARTIN

CLERK AND RECORDER

Deputy Clerk

Approved as to form:

Adams County Attorney's Office

ADAMS COUNTY SHERIFF'S OFFICE

Michael T. McIntosh, Sheriff

12/30/15
Date

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO

By: Nancy A. Doty
Printed Name: Nancy A. Doty
Title: Chair

ATTEST:
Barbara [illegible]
Clerk of the Board [illegible] Deputy

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: _____
Jeff Shrader, Sheriff

APPROVED AS TO FORM:

By: _____
David Wunderlich
Assistant County Attorney

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing was acknowledged before me this 21st day of March, 2016 by Jeff Shrader as Sheriff of Jefferson County, Colorado.

PATRICIA TOMKO
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 19964000865
My Commission Expires 01/20/2020

_____
Notary's official signature

_____
Commission expiration date

Approval of Intergovernmental Agreement to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force

Colorado State Patrol

BY: SCOTT HERNANDEZ
CHIEF OF COLORADO STATE PATROL

4/5/16
DATE

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

[attached hereto]

CITY OF ARVADA

By: _____
Marc Williams, Mayor

Date: _____

ATTEST:

_____
Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____
Aaron P. Jacks, Sr. Asst. City Attorney

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM 8.C.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts (Public Hearing to be set for January 23, 2023 at 6:15 p.m.)

Report in Brief

The City of Arvada's Charter states that the City Council shall establish districts and revise, alter or change the boundaries within one year following the official publication of the federal census and upon the completion of Jefferson and Adams County revising their precincts. Jefferson and Adams Counties published their revised precinct maps in February 2022, making it necessary for the City to revise its own election boundaries on or before February 2023. The City of Arvada's Charter provides that the City's four districts shall be based on the number of inhabitants residing in each district and have an equal number, as near as may be, as required by the Constitution of the United States. In addition, Colorado's State Constitution requires that there be no more than a 5% deviation between the most populous and the least populous district. All proposed voting district maps meet these general requirements.

The Arvada team recommends that the City Council choose one of the three proposed voting district maps, and approve CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts.

Financial Impact

The only cost associated with the redistricting will be published notices of the changes and postcards will be sent out to those individuals affected by the change. It is estimated the cost will be between $1,000 and $3,500 depending on which option council chooses.

Background

Discussion

The Arvada Team has provided City Council with maps showing the three options, each of which meets necessary deviation requirements (see chart below). The Arvada Team will send out a postcard to each registered voter whose council district will change.

	Population Existing (12.73% Deviation)	Population Option A (1) (4.25% Deviation)	Population Option B (4) (3.49% Deviation)	Population Option C (6) (2.90% Deviation)
Council District 1	28588	31349	31114	31568
Council District 2	32546	31363	31363	31032
Council District 3	31496	30174	30409	30665
Council District 4	31750	31494	31494	31115
Total Population	124380	124380	124380	124380

Public Contact

Posting of the City Council Agenda.

Commission Recommendation

N/A

Strategic Alignment

Revising Council Districts through an action that would approve any of the options presented herein aligns with the Organizational and Service Effectiveness Priority Area.

Alternative Courses of Action

The city team has supplied City Council with three alternative Council District boundary maps. Council may choose to approve any of the three proposed district maps.

Recommendation for Action

The city team recommends that the City Council approve CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts.

Suggested Motion:

I move that CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts, be (approved on first reading, ordered published in full, and a public hearing set for January 23, 2023 at 6:15 p.m.) (rejected).

Prepared by:
Kristen Rush, City Clerk

Reviewed by:

Approved by:

Rachel Morris, City Attorney	1/5/2023
Linda Haley, Deputy City Manager	1/5/2023
Lorie Gillis, City Manager	1/5/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-001
ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30-4 OF THE ARVADA CITY CODE PERTAINING TO COUNCIL DISTRICTS

WHEREAS, Section 30-4 of the Arvada City Code entitled "Voting districts and precincts" establishes the official legal boundaries of the voting districts of the City of Arvada;

WHEREAS, Section 4.1.1 of the Arvada City Charter provides that City Council shall revise, alter or change the boundaries of voting districts within one year following the official publication of each federal enumeration of the population of the City of Arvada and upon the completion of Jefferson and Adams County revising their precincts.

WHEREAS, Jefferson County and Adams County adopted and published new election precinct maps in February 2022 following the latest federal census, and thus the City of Arvada is required to adopt new voting district boundaries on or before February 2023;

WHEREAS, Section 30-6 of the Arvada City Code entitled "Boundary changes" requires that any changes in voting districts shall be completed not less than 90 days prior to any regular or special municipal election; and

WHEREAS, more than 90 days remain before the next regular or special municipal election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The boundaries of the districts of the City of Arvada are hereby changed so that each of the districts of the city shall consist of and contain the general election precincts listed below the number of each district of the city on Exhibit "A" attached hereto and made a part hereof by this reference; provided, however, that no portion of any general election precinct lying outside of the boundaries of the City of Arvada shall constitute a part of any district of the city. The official legal boundaries of the districts are set forth in a detailed map which is on file in the City Clerk's Office and is available for public inspection during regular office hours. The official map is marked Exhibit "B" and made a part hereof by this reference.

Section 2. The City Council hereby finds and determines that the districts consist of the general precincts as provided for herein are as compact and as equal in population as is practicable, taking into consideration the boundaries, nature, and characteristics of the City of Arvada.

Section 3. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 9th day of January, 2023.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 202_.

_____
Marc Williams, Mayor

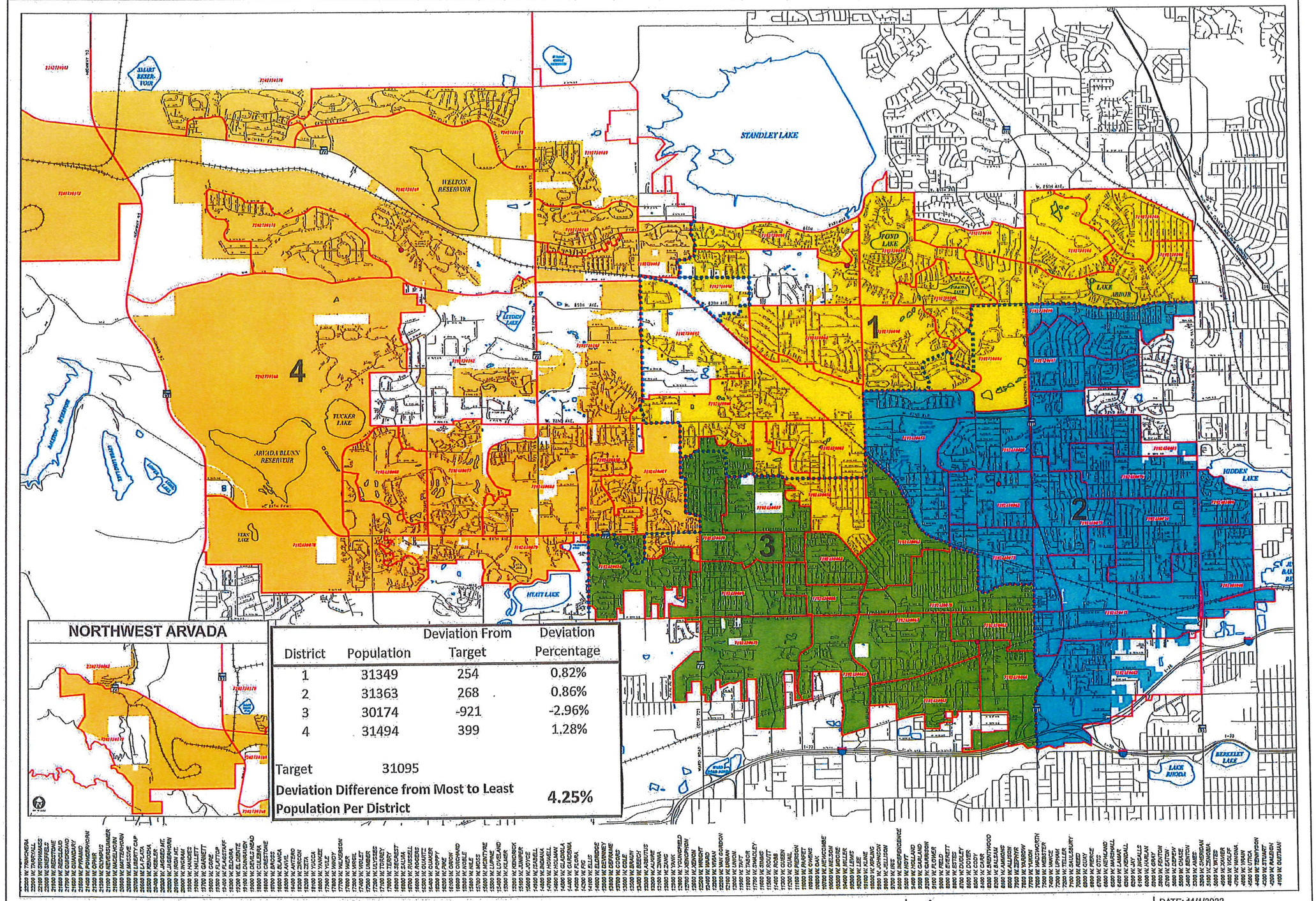
ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: January 12, 2023



NORTHWEST ARVADA

District	Population	Deviation From Target	Deviation Percentage
1	31349	254	0.82%
2	31363	268	0.86%
3	30174	-921	-2.96%
4	31494	399	1.28%
Target	31095		
Deviation Difference from Most to Least Population Per District			4.25%

REDISTRICTING OPTION A

CITY OF ARVADA

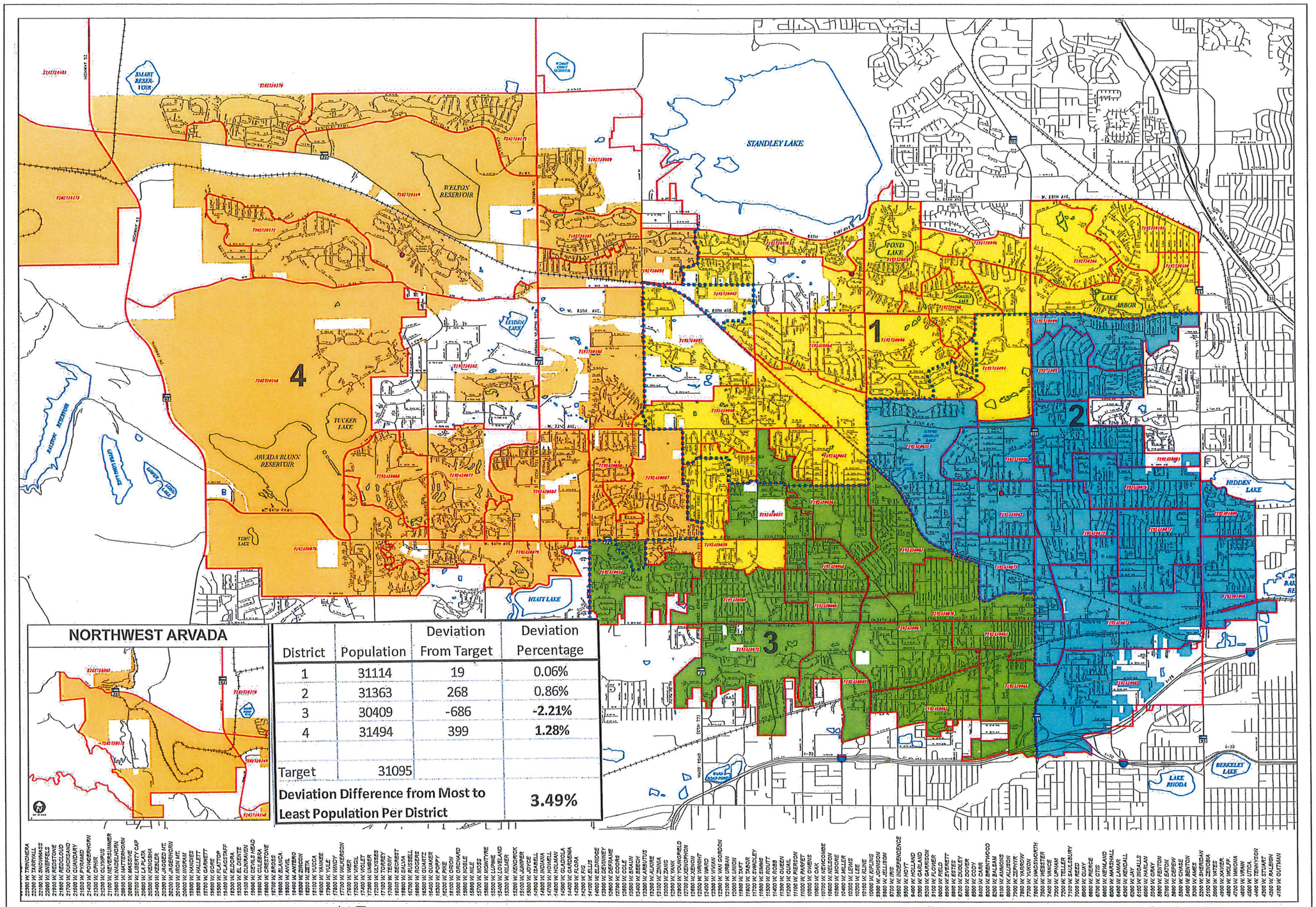
LEGEND

- District 1
- District 2
- District 3
- District 4
- Council Districts Boundary - 2019
- Council Members
- Precinct Boundary

1:15,840

0 0.25 0.5 0.75 1 Miles

DATE: 11/1/2022



NORTHWEST ARVADA

District	Population	Deviation From Target	Deviation Percentage
1	31114	19	0.06%
2	31363	268	0.86%
3	30409	-686	**-2.21%**
4	31494	399	**1.28%**
Target	31095		
Deviation Difference from Most to Least Population Per District			**3.49%**

REDISTRICTING OPTION B

City of Arvada

LEGEND

- District 1
- District 2
- District 3
- District 4
- Council Districts Boundary - 2019
- Council Members
- Precinct Boundary

1:15,840

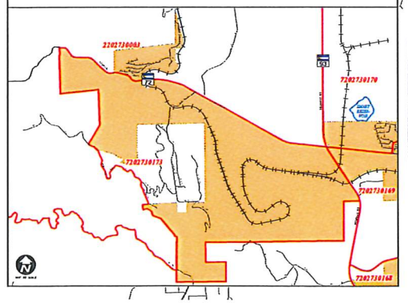
0 0.25 0.5 0.75 1 Miles

DATE: 11/13/2022

REDISTRICTING OPTION C

CITY OF ARVADA

NORTHWEST ARVADA



District	Population	Deviation From Target	Deviation Percentage
1	31568	473	**1.52%**
2	31032	-63	-0.20%
3	30665	-430	**-1.38%**
4	31115	20	0.06%
Target	31095		
Deviation Difference from Most to Least Population Per District			**2.90%**

LEGEND

- District 1
- District 2
- District 3
- District 4
- Council Districts Boundary - 2019
- Council Members
- Precinct Boundary

1:15,840

0 0.25 0.5 0.75 1 Miles

DATE: 11/28/2022

The maps provided are a graphical representations intended for general informational purposes only, and may not reflect the most current information at any time. THE CITY OF ARVADA MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THE DATA FOR ANY PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE GRAPHICAL REPRESENTATIONS OR SHALL WITH RESPECT TO THESE GRAPHICAL REPRESENTATIONS OR SHALL WITH RESPECT TO THESE GRAPHICAL REPRESENTATIONS OR THE UNDERLYING DATA. Any users of these graphical representations or may products assume same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants to hold the City harmless from and against all damage, loss, or liability arising from the use of this map product, to include deletion of the City's having made this information.

G:\GIS_Exercise_Manager\Redistricting_2022\mxd\Alternative\Council_Districts_Draft_Option_C.mxd

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 9.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

SUBJECT: Appointments to the Rocky Flats Stewardship Council

Report in Brief

In December the City received a letter from the Rocky Flats Stewardship Council regarding the annual appointments for the member agencies. In accordance with the Intergovernmental Agreement (IGA) establishing the Rocky Flats Stewardship Council and Article II of the Stewardship Council's Bylaws, the Directors shall be appointed for a term of one year commencing February 1. Each Party is required to appoint one director who shall be an elected official of the Party, and up to two alternate directors, who may be either an elected official or a staff member of the Party, to serve on the Board. Each Member entity is required to designate one director and up to two alternate directors to serve on the Board.

The City is currently represented by Council member Randy Moorman as the director and Stormwater Projects Coordinator Jake Moyer as the alternate. Both Council member Moorman and Mr. Moyer have indicated their interest in continuing their service on the Stewardship Council. Please note that this item requires the Council to take action in January in order to meet the requirements of the Stewardship Council's Bylaws.

Council at its discretion may or may not appoint a second Alternate Director.

Suggested Motion:
I move to Reppoint Randy Moorman as Director and Jacob Moyer as alternate.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	12/15/2022
Laura Hemler, Assistant City Attorney	12/15/2022

Approved by:

Linda Haley, Deputy City Manager	12/15/2022
Rachel Morris, City Attorney	12/27/2022
Lorie Gillis, City Manager	12/28/2022

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT FROM CITY COUNCIL	AGENDA ITEM 12.A.

DATE: January 9, 2023

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

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 13.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 9, 2023

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, Lorie Gillis, 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 12/27/2022
Lorie Gillis, City Manager 12/28/2022

Enclosure, exhibits & attachments required to support the report

2022/2023 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
DEI @ Business Meeting - No other workshops to be scheduled **DEI Consultant Presentation - Assessment of City Services** The City has recently contracted with a DEI consultant who can help the City improve and prioritize diversity, equity and inclusion in our services for all Arvada residents. The City has prioritized this work in our City Council Strategic Plan as stated in our Organizational and Service Effectiveness goal: *By 12/2023 establish systems and structures to embed enhanced levels of sustainability, accessibility, equity and safety in our services and operations.* The consultant and city team will provide a brief overview of their project plan which will launch in early 2023. Next steps: The city team will keep the City Council informed as the project progresses.	**Jan 23**	CMO
Harvest Festival	**Jan 30**	CMO/CED
Lake Arbor Golf Course @ Business Meeting	**Feb 13**	
Community Survey @ Business Meeting	**Feb 13**	
Bond Project Update	**Mar 13**	PW
Communication and Engagement Update	**Mar 13**	CMO
Cancelled - NLC	**Mar 27**	
	April 10	
	April 24	
	May 8	
	May 22	
Bond Project Update	**Jun 12**	PW
Bond Project Update	**Sept 25**	PW
Bond Project Update	**Dec 11**	PW
STUDY SESSIONS		
2023 Legislation & Lobbyist	**Dec 19@4**	
Homelessness The purpose of this study session is to inform the Council about the current homeless situation in Arvada, and provide the Council with recommendations for the immediate term, intermediate term and long term. We seek the Council's feedback and policy direction.	**Jan 9@4**	
Lake Arbor Golf Course	**TBD**	
Sustainability	**TBD**	
Workshop TBD's		
Budget and Fiscal Policy Update	**TBD**	
Sub-area Plans	**TBD**	CED
Pocket Neighborhoods	**TBD**	CED
Tour of Pavement Operations	**TBD**	
Financial resiliency recommendations Provide City Council an update on the OSE's SR9: By 12/2024 based on long-term financial projections and updated master plans, develop financial resiliency recommendations to ensure adequate and ongoing investment in city infrastructure and core services. This workshop will present the summary of long range unfunded needs by work systems. Next Steps will be [M9B] By 12/2023 develop a city-wide consolidated level of service summary. [M9C] By 12/2023 prepare an exhaustive list of funding source opportunities for closing	**TBD**	Fin

identified infrastructure and core service funding gaps.		
Neighborhood Engagement and Marketing Updates	**TBD**	CMO
Total Rewards Philosophy and Strategy Update	**TBD**	HR
Athletic Field Programming	**TBD-2023**	VCN
Regional Homelessness	**TBD**	CMO
Fleet Electrification	**TBD**	Utilities
Council Retreat Update	**TBD**	CMO
Pre-Sentencing/One Small Step	**TBD**	Courts
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community. and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.	**TBD**	CMO
City Marketing Plan	**TBD**	CMO
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.
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		