



City of Arvada

City Council Agenda

JULY 17, 2023

CITY COUNCIL CHAMBERS

Regular Business

Councilmembers:

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

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
Rob Smetana, Acting Dir. of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Feret
3. Roll Call of Councilmembers
4. Approval of Minutes - None
5. Recognitions and Communications
 - A. Proclamation for Americans with Disabilities Act Awareness Day - Presented by Councilmember Fifer
6. Presentations
 - A. 2022 Year End Financial Statement & Audit Presentation
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the First Year
 2. R23-063, A Resolution Approving the Third Amendment to an Employment Agreement by

and between the City of Arvada and Rachel A. Morris as City Attorney

3. R23-064, A Resolution Approving the Third Amendment to an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Municipal Court Judge
4. R23-066, A Resolution Authorizing an Agreement by and between the City of Arvada and Arrow-J Landscape and Design, Inc. for the Construction of Holistic Health and Fitness Park, Project No. 23-VCN-027, in an amount not to exceed \$3,172,370.00
5. R23-067, A Resolution Authorizing a Master Reseller Agreement Between the City of Arvada and OneNeck Solutions, LLC D/B/A OneNeck IT Solutions for Equipment, Installation, and Support of a City-Wide Data Storage System in an Amount not to Exceed \$1,533,420.37 in the First Year
6. R23-071, A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

B. Resolutions

1. R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees (Presenter: Sharon Israel, Director of Utilities)
2. R23-069, A Resolution Authorizing Intergovernmental Agreements for Election Coordination with Jefferson County Clerk and Recorder and Adams County Clerk and Recorder (Presenter: Lorie Gillis, City Manager)
3. R23-070, A Resolution Authorizing a Memorandum of Understanding Between Arvada, Colorado and Red Rocks Community College for Police Recruit Training Over a Period of Three Years (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

C. Ordinances (First Reading) - None

9. Other

10. Public Hearings - 6:15 PM

- A. Conditional Use for West 53rd Avenue Townhomes project, approximately located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave) (Presenter: Rob Smetana, Acting Director of Community and Economic Development)

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



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: Proclamation for Americans with Disabilities Act Awareness Day - Presented by Councilmember Fifer

Report in Brief

City Council will proclaim July 26, 2023 as Americans with Disabilities Act Awareness Day. Michele Majeune, Director of Community Relations for the Developmental Disability Resource Center will be present to accept the Proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Lorie Gillis, City Manager 7/6/2023

Enclosure, exhibits & attachments required to support the report

WHEREAS, the Americans with Disabilities Act (ADA) was passed on July 26, 1990 to ensure the civil rights of citizens with disabilities; and

WHEREAS, The City of Arvada affirms the principles of equality and inclusion for persons with disabilities as set forth for the State of Colorado and as embodied in the ADA, the laws of the State of Colorado and ordinances of the City of Arvada; and

WHEREAS, numerous organizations in the City of Arvada and Colorado work with constituents and communities to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA; and

WHEREAS, July 26, 2023 celebrates the 33rd Anniversary of the Americans with Disabilities Act with affirmation from the Arvada City Council and a continued commitment to improving accessibility for all citizens with disabilities.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that July 26, 2023 be designated as Americans with Disabilities Act Awareness Day.

Dated this 17th day of July, 2023.

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

Lauren Simpson, Councilmember

John Marriott, Councilmember

Lisa Smith, Councilmember

Randy Moorman, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: 2022 Year End Financial Statement & Audit Presentation

Report in Brief

PRESENTER: Bryan Archer, Finance Director

The independent annual audit required by the City Charter (Chapter X, section 10.9) was performed by FORVIS, LLP (formally BKD, LLP) for the year ending December 31, 2022. FORVIS is an independent national CPA with a local office. A detailed report of the audit and any findings was prepared and presented to the Audit Committee. In 2022, the audit committee includes Council members Randy Moorman and Lauren Simpson, City Manager Lorie Gillis, Deputy City Manager Don Wick, Deputy City Manager Linda Haley, Director of Finance Bryan Archer, Deputy Finance Director Debra Nielson and Controller Vesta Kruk.

Prepared by:
Bryan Archer, Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	6/27/2023
Debra Nielson, Deputy Director of Finance	6/28/2023
Bryan Archer, Director of Finance	6/28/2023
Gail Walker, Legal Specialist-Contracts	6/28/2023
Kylie Justus, Assistant City Attorney	6/28/2023
Laura Hemler, Assistant City Attorney	6/28/2023
Rachel Morris, City Attorney	7/5/2023
Linda Haley, Deputy City Manager	7/5/2023
Lorie Gillis, City Manager	7/5/2023

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: Consent Agenda

Report in Brief

- 1.R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the First Year
2. R23-063, A Resolution Approving the Third Amendment to an Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney
3. R23-064, A Resolution Approving the Third Amendment to an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Municipal Court Judge
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6. R23-071, A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the First Year

Report in Brief

City Council action is requested on the attached Master Agreement by and between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an amount not to exceed \$579,371.00 in the First Year.

Staff recommends that the City Council approve R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the First Year.

Financial Impact

- a) With the signing of this master agreement, the amount is not to exceed \$579,371.00 in the first year.
- b) The project is budgeted in the CIP Fund but not all of the project cost budget has been identified yet. Ongoing subscription costs will be budgeted and paid out of the Computer Fund 52
- c) The cost of the software subscription fee will persist over a 10 year term. Other services will persist over three years while the system is being implemented and for a period of time after going live.
- d) The source of funds comes from the CIP and Computer Fund .

Background

On May 16, 2022, City Council adopted the following strategic initiatives:

By 12/2023 develop an organizational framework for the effective advancement of data utilization, system integration, and digital capacities analytics across all work systems.

By 6/2023 select ERP replacement platform as part of the City Council Strategic Plan 2020 - 2025 Resolution R22-033.

In order to accomplish these initiatives, City staff began the process of replacing the City's current Enterprise Resource Planning ("ERP") System because the City's current ERP System, Oracle E-Business Suite, is quickly becoming outdated. While Oracle E-Business Suite has served the city well for over 20 years, Oracle E-Business Suite is projected to reach end of life status by 2030 and the system currently lacks some functionality City staff needs to provide interdepartmental communication and perform essential business functions. By beginning to implement a new ERP System now, Arvada stays ahead of the change and intends to implement a new system well in advance of Oracle E-Business Suite reaching end of life status. Maintaining a current, functioning ERP System is vital to satisfying these two strategic initiatives because the ERP System essentially coordinates and runs all the main business functions of the City. The ERP System stores and processes multiple types of data in order to perform various critical business functions, such as running finance reports, maintaining employee records, and other similar functions. Upgrading the City's ERP System will not only modernize the City's legacy technology system, but will also streamline business processes, implement best practices, and provide City staff with a better tool to manage ongoing challenges in an ever-evolving environment.

In addition to the technical upgrades, City staff intends this ERP System upgrade process to be an opportunity for the City to continue to implement the City's Mission to deliver superior services to enhance the lives of everyone in the community. Throughout the course of the project, City staff will evaluate current practices and procedures to identify areas in which communication, efficiency, and functionality can be streamlined or improved. This opportunity for evaluation will apply to every department in the City and will allow the city to continue to be innovative, modern, passionate about improving technology, high-performing, and transparent. City staff considers this project to be a transformative project in which to continue the City's mission, vision, and values.

Discussion

On November 16, 2022, City staff published a request for proposals seeking solutions for a new ERP System. Guidehouse Inc., a contractor who provides implementation services related to ERP Systems responded to the request. Guidehouse's proposed solution included implementing two softwares that would comprise the ERP System: Workday and Teller. In following the procurement process, City staff evaluated Guidehouse's proposed solution and awarded contracts to Guidehouse's proposed solution.

Three contractors are involved in implementing and providing the City's new ERP System. The first is Guidehouse, who will provide implementation, training, and other services relating to the actual softwares. The other two contractors (Workday and Can/Am) are software providers. Workday is the core ERP System software and Can/Am's Teller software is a point-of-sale system integrated with Workday. While both Workday and Can/Am will also be providing professional services relating to implementation, their primary purpose is to provide software and the necessary licensing allowing Arvada to use the software.

The purpose of this Resolution is to seek City Council approval of the City's agreement with Workday. The Workday agreement is one piece of the total ERP System project. City staff will be seeking City Council approval of the Guidehouse agreement at a future City Council date as the terms of the agreement are in the process of being finalized. The City's agreement with Can/Am will also be approved separately in accordance with the Arvada City Code.

The total amount of the first year of the City's agreement with Workday shall not exceed \$579,371.00. The term of the agreement is 10 years, subject to termination for non-appropriation. The terms of the agreement discuss licensing in addition to implementation, support, and maintenance services.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed resolution R23-062 for the Master Agreement by and between the City of Arvada and Workday, Inc. for the purchase of a replacement Enterprise Resource Planning System and Related Services will address the following strategic initiatives.

By 12/2023 develop an organizational framework for the effective advancement of data utilization, system integration, and digital capacities analytics across all work systems.

By 6/2023 select ERP replacement platform as part of the City Council Strategic Plan 2020 - 2025 Resolution R22-033.

Alternative Courses of Action

SUBJECT: R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the First Year

PAGE: 3
ITEM: 8.A.1.

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve Resolution R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the first year.

Suggested Motion:

I move that Resolution R23-062, A Resolution Authorizing a Master Agreement by and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Planning System and Related Services in an Amount not to Exceed \$579,371.00 in the First Year, be (approved) (rejected).

Prepared by:
Madeline Stephens, IT Project Manager

Reviewed by:

Approved by:

Craig Poley, Chief Information Officer	6/28/2023
Bryan Archer, Director of Finance	6/29/2023
Gabriella Bommer, Director of Human Resources	6/29/2023
Rachel Morris, City Attorney	7/5/2023
Linda Haley, Deputy City Manager	7/5/2023
Lorie Gillis, City Manager	7/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-062

A RESOLUTION AUTHORIZING A MASTER AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND WORKDAY, INC. FOR THE PURCHASE OF A REPLACEMENT ENTERPRISE RESOURCE PLANNING SYSTEM AND RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$579,371.00 IN THE FIRST YEAR

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 Master Agreement, which is in substantially the same form as attached hereto, by and between the City of Arvada and Workday, Inc. for the purchase of a replacement Enterprise Resource Planning System and related services, in an amount not to exceed \$579,371.00 in the first year.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**A MASTER AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
WORKDAY, INC. FOR THE PURCHASE OF A REPLACEMENT ENTERPRISE
RESOURCE PLANNING SYSTEM AND RELATED SERVICES IN AN AMOUNT NOT
TO EXCEED \$579,371.00 IN THE FIRST YEAR**

This Master Agreement (“Agreement”) is made between the CITY OF ARVADA, a Colorado home rule municipal corporation (the “Arvada” or “Customer”) and WORKDAY, INC., a Delaware corporation, registered to do business in Colorado, whose primary business address is 6110 Stoneridge Mall Road, Pleasanton, CA 94588 (“Workday”), jointly “the parties.”

WHEREAS, Arvada requires a qualified entity to provide licensing, support, maintenance, and implementation services for an Enterprise Resource Planning (“ERP”) System; and

WHEREAS, On or about November 16, 2022, Arvada issued a request for proposals entitled RFP 22-IT-032 City of Arvada ERP Replacement System seeking responses from qualified entities to provide a new ERP System and related services;

WHEREAS, On January 25, 2023, Guidehouse, Inc. submitted its response to RFP 22-IT-032, which included the Workday ERP System as a solution;

WHEREAS, Workday has extensive experience in providing ERP Systems and related services; and

WHEREAS, the City wishes to subscribe to Workday’s ERP System solutions;

Now, therefore, in exchange for the mutual promises contained below, the parties agree as follows:

1. First Year Contract Amount: The total amount of the Subscription Fees along with any other fees due under the Agreement shall not exceed **\$579,371.00** during the first year of the Agreement as set forth below:

Fee	Amount
Subscription Fees	\$381,323.00
Training Fees, including the Adoption Kit	\$78,613.00
Delivery Assurance/Consulting Fees	\$119,435.00

2. Maximum Contract Liability: Notwithstanding any other provision of the Agreement, Arvada’s maximum payment obligation for the entire 10-year term of the Agreement, subject to appropriation, shall not exceed **\$5,513,429.00**. Arvada is not obligated to

execute an agreement or any amendments for any further services, including any services performed by Workday beyond that specifically addressed in the Order Forms specifically identified in the Agreement. Arvada understands that subscriptions are limited to the level of use described in the applicable Order Form, and that in the absence of an amendment or mutually agreeable Order Form increasing the subscribed level of use, it cannot exceed that level of use.

3. Term of the Agreement: The term of this Agreement begins on August 1, 2023 and ends on July 31, 2033, subject to appropriation. Upon expiration on July 31, 2033, the Agreement may be extended for a single three-year period subject to appropriation upon amendment of this Agreement. In the event that the Transition Period described in Section 9.4 is used, the parties shall execute the necessary amendment(s) to update the Agreement, including the maximum contract liability, to account for the additional cost associated with the Transition Period of up to 3 months following the effective date of termination. For clarity, Section 9.4 applies to termination or expiration of the Agreement.
4. No Commitment for Future Purchases: Notwithstanding any other provision of this Agreement or any other contract document, including Order Forms, Arvada has no obligation to exercise any optional renewal periods, execute new Order Forms or Statements of Work, or make any payment not specifically described in a mutually executed Order Form or other ordering document. Notwithstanding anything to the contrary, Arvada is obligated to pay for use in excess of its subscribed level of use as described on applicable Order Forms. Should such excess occur, the parties shall execute the necessary amendment(s) to update the Agreement, including the maximum contract liability. With the exception of payment for use in excess of subscribed levels, any other service provided by Workday that is not the subject of a mutually executed Order Form or other ordering document is a service provided at Workday's risk and is not authorized under this Agreement.
5. Types of Services Offered & Contract Documents: The types of services that Workday may provide under this Agreement include subscriptions to Workday's Human Capital Management and Financial Cloud solutions, including support and maintenance, and training and consulting services incidental to such subscriptions. The Contract Documents for such services consist of:
 - a. For Cloud solutions, training, additional tenants, and the Delivery Assurance service:
 - i. This Agreement,

- ii. The Master Subscription Agreement, including the Workday's SLA, Universal Security Exhibit and Universal Data Processing Exhibit
 - iii. Order Form #00404911.0 (Subscription),
 - iv. Order Form #00405075.0 (Training & Adoption Kit),
 - v. Order Form #00405080.0 (Delivery Assurance, and
 - vi. Any future Order Forms as executed.
- 6. Document Order: Any ambiguity or conflict among the Contract Documents will be resolved in the following order of priority:
 - a. For Order Forms executed contemporaneously with this Agreement:
 - i. This Agreement,
 - ii. The Order Form(s) applicable to the ambiguity or conflict
 - iii. The Master Subscription Agreement including Workday's SLA, Workday's Universal Security Exhibit, and Workday's Universal Data Processing Exhibit (in that order within the MSA).
 - b. For Order Forms executed after this Agreement:
 - i. This Agreement,
 - ii. The Order Form(s) applicable to the ambiguity or conflict
 - iii. The Master Subscription Agreement including Workday's SLA, Workday's Universal Security Exhibit, and Workday's DPE Exhibit (in that order within the MSA).
- 7. Amendments and Change Orders: Any amendments or change orders to this Agreement, to any of the Contract Documents, or any Order Forms executed after the execution of this Agreement must be accompanied by the necessary amendment or change order.
- 8. Arvada's Performance Measures: Arvada uses "Performance Measures" to evaluate a contractor's performance under an agreement. Arvada may use the following "performance measures" to evaluate its satisfaction with Workday's overall performance:
 - a. Workday provided all work and services in accordance with the Agreement and any Contract Documents,

- b. Workday satisfied any applicable timelines detailed in the Agreement, and
 - c. Workday provided the Service in a manner consistent with the Contract Documents.
 - d. For the avoidance of doubt, such Performance Measures are strictly for Arvada's internal use and do not in any way alter the rights, obligations, or responsibilities of either party as agreed upon out in the Master Subscription Agreement.
9. Project Owners: Arvada designates Madeline Stephens as Arvada's Project Owner. Ms. Stephens (mstephens@arvada.org) will be Arvada's responsible staff member to provide direction to Workday during the course of the Agreement and any extension. Arvada reserves the right to change the Project Owner at its discretion and will promptly notify Workday of any such change in writing. Workday shall designate a Customer Success Manager, within a reasonable time following the execution of the MSA and provide Arvada with the contact information. This Customer Success Manager will be Workday's primary contact person during the course of this Agreement and any extension. Workday may change the Customer Success Manager at any time with Arvada's prior written approval, which shall not be unreasonable withheld.
10. Termination for Non Appropriation: The 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 during the annual budget process and in accordance with Article X, Section 20 of the Colorado Constitution (TABOR) and any failure to receive such funds shall be handled in accordance with Section 9.7 (Termination for Non Appropriation) of the Master Subscription Agreement. For clarity, any Order Form, including any Order Form executed by the parties subsequent to the MSA, are subject to termination for non-appropriation as provided by this section.

MAIN SUBSCRIPTION AGREEMENT

Documents	Agreement Number
Main Subscription Agreement (v22.8)	Agreement #: 00386830.0
Subscription Order Form	Order Form #: 00404911.0
Training Order Form	Order Form #: 00405075.0
Delivery Assurance	Order Form #: 00405080.0

By executing this document ("**Signature Document**"), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of Arvada's signature below ("**Effective Date**"). References to Signature Document and Effective Date in the Main Subscription Agreement shall mean those terms as defined in the preceding sentence.

City of Arvada 8101 Ralston Rd Arvada, Colorado 80001 United States	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Signature	Signature
Name	Name
Marc Williams	
Title	Title
Mayor	
Date Signed	Date Signed
	Approved as to Legal Form by:

ATTEST:

City Clerk

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

By:_____

MAIN SUBSCRIPTION AGREEMENT

This Main Subscription Agreement, effective as of the Effective Date set out in the Signature Document, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and City of Arvada ("**Customer**" or "**Arvada**"), with offices at 8101 Ralston Rd, Arvada, Colorado 80001, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term, Workday shall: (i) make the Service and Improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; and (ii) not use Customer Data except to provide the Service, prevent or address service or technical problems, or verify Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions.

1.2 Customer Obligations. Customer may enable access to the Service for use only by Authorized Parties solely for the Internal Business Purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties for a level of use not exceeding the Pricing Metrics on the applicable Order Form. Customer is responsible for all Customer Affiliate and Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all information submitted to Workday, including, but not limited to Customer Data; (b) take commercially reasonable efforts to prevent unauthorized access to or use of the Service through login credentials of Authorized Parties, and notify Workday promptly of any unauthorized access or use; and (c) take commercially reasonable efforts to prevent the sending of or storage of Malicious Code in connection with use of the Service. Customer shall not: (i) use the Service in violation of Laws; (ii) in connection with use of the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with use of the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation.

1.3 Contract Documents.

The Contract Documents shall consist of this Agreement together with the following, the terms of which are incorporated herein: (i) Workday's Universal Security Exhibit; (ii) Workday's Universal DPE Exhibit; and (iii) Workday's SLA.

2. Fees.

2.1 Invoices and Payment. Subscription Fees and all other fees due hereunder will be itemized by Order Form and invoiced to Customer in the United States and payment will be remitted by Customer from the United States in accordance with the "Payment Due Date" schedule set forth on Order Forms 405075 (Adoption Kit and Training), 405080 (Delivery Assurance Fixed Fee), and 00404911.0 (Subscription) or any future payment schedule set forth in a future Order Form executed by the parties. Except where indicated otherwise on an applicable Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday will send all Customer invoices electronically (by email or otherwise). Workday shall email invoices to Customer within two business days of the date of the invoice. All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7 "Indemnification", Section 9.3 "Effect of Termination", Section 9.7 "Termination for Non-Appropriation", and for credits due pursuant to Section 10.11 "Workday SLA Service Credits", all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Except with respect to charges subject to a reasonable and good faith dispute, any payment not received from Customer by the due date may accrue, at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. Except with respect to charges subject to a reasonable and good faith dispute, if Customer's account is more than thirty (30) days past due, in addition to any other rights or remedies it may

MAIN SUBSCRIPTION AGREEMENT

have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. Arvada has provided Workday a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes. As such, 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). Workday shall not invoice Arvada for any state, federal, or local taxes. Upon written notification by Arvada, Workday shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (for itself and those of Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation solely for the Internal Business Purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within the scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages and unless otherwise indicated in the applicable Order Form, Customer may use any available translated portions of the applicable Service.

3.3 Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (except for archival copies of the Documentation for use consistent with this Agreement); (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; or (iv) access the Service or Documentation in order to build any commercially available product or service except as otherwise provided in an applicable Order Form.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, transferable, sub-licensable, irrevocable, perpetual license to use, and incorporate into its services, any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement or with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in the applicable public records law(s), and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Data, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Data and to inform Customer of such demand. Workday agrees to indemnify Customer from any claim arising out of Workday's intervention to protect and assert

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its claim of privilege against the disclosure of information under this Section for items that are not exempt under the Colorado Open Records Act, C.R.S. C.R.S. § 24-72-201, et seq.

4.4 Business Associate Exhibit. If Customer concludes that the Service will include access to Customer Data that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday's Business Associate Exhibit to this Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

4.5 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the party who owns the Confidential Information shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by both parties that any other available remedies may be inadequate.

4.6 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation between the parties; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation between the parties; (iii) was independently developed by a party without breach of any obligation between the parties; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this section.

5. Customer Data.

5.1 Protection and Security. Workday maintains a security program that conforms to the *Workday Universal Security Exhibit* attached hereto ("Security Exhibit") and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed SOC1 and SOC2 (or industry standard successor audit reports) as of the Effective Date are referred to as the "Current Audit Reports". In no event during the Term shall Workday materially decrease the protections provided by the controls set forth in the Security Exhibit and the Current Audit Reports. Upon Customer's request, Workday will provide Customer with a copy of Workday's Current Audit Reports or comparable industry-standard successor reports prepared by Workday's independent third-party auditor. The Universal Data Processing Exhibit attached hereto (the "Data Processing Exhibit" or "DPE") will apply to the processing of Personal Data. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer and Workday understand that they each have an independent duty to comply with any and all Laws applicable to it.

5.1.1 Customer has elected to participate in Workday's US Access Policy, the terms of which have been provided to Customer. Upon activation, the US Access Policy will become part of this Master Subscription Agreement and form part of Customer's instructions to Workday for processing Customer Data as part of the Service, (including any Delivery Assurance or Lifecycle Deployment Program activities, if applicable).

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period as may be required by Law; provided, however, that Customer is not required to notify Workday in any case where Customer reasonably determines that the Security Breach presents no threat to the Service. Additionally, each party will reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of, and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

5.3 Designated Tenant Location. Customer's Tenant will be housed in data centers located in the United States.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and shall comply with all Laws in connection with its performance of this Agreement. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of Workday's knowledge, the Service does not contain any Malicious Code. Order Forms for Related Services may have warranties specific to those Related Services.

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6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i), (ii) and (iii), (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice (as set forth in Section 6.3 below) through the date of remedy, if any. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with the Section entitled "Termination."

6.3 Notice Obligations. To receive the warranty remedies set forth above, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, or, in the case of a Related Service, no later than thirty (30) days after delivery of such Related Service. Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i), (ii), or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND RELATED SERVICES AND THE DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Workday Indemnity. Workday shall indemnify, defend, and hold harmless Customer and its employees, agents, and assignees (the "Indemnified Parties"), at Workday's expense, from any third party Claim against Customer alleging that the use of the Service as contemplated under this Agreement infringes or misappropriates such third party's Intellectual Property Rights and Workday shall indemnify and hold Customer harmless against any Losses relating to such third party Claim ("Intellectual Property Indemnification").

7.2 Customer Responsibility for Intellectual Property Infringement. 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 Workday or anyone else under the Agreement. However, Customer agrees that it is solely responsible for any Claim alleging that the use of (1) Customer Data, or (2) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service infringes or misappropriates such third-party's Intellectual Property Rights and any Losses related to such Claim.

7.3 Conditions. The indemnitor's obligations in Section 7.1 are conditioned on Arvada (a) promptly giving written notice of the third-party Claim to Workday (although a delay of notice will not relieve Workday of its obligations under this Section except to the extent that Workday is prejudiced by such delay), (b) giving the Workday sole control of the defense and settlement of the third-party Claim (although Workday may not settle any third-party Claim unless it unconditionally releases Arvada of all liability); and (c) providing to Workday, at Workday's cost, the reasonable assistance necessary to resolve the Claim.

7.4 Exceptions to Intellectual Property Infringement Indemnification. Workday shall have no liability for Claims or Losses to the extent arising from (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with this Agreement or Documentation (c) use of the Service in combination with any other product or service not provided by Workday.

7.5 Continued Use of the Service. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then the applicable Service may be terminated at either party's option and Workday's sole obligation

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and liability related to the subject matter of this Section 7, in addition to the indemnification obligations herein, shall be to refund any prepaid fees for the applicable Service that was to be provided after the effective date of termination.

7.6 Exclusive Remedy. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of this Section.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) EITHER PARTY'S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.4; (iv) ANY CLAIMS RESULTING FROM DEATH, BODILY INJURY, OR DAMAGE TO PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (v) CUSTOMER'S PAYMENT OBLIGATIONS, THE MAXIMUM LIABILITY OF EITHER PARTY WHICH INCLUDES ITS RESPECTIVE AFFILIATES, AND IN THE CASE OF WORKDAY, ALSO INCLUDES WORKDAY'S THIRD PARTY LICENSORS FOR ANY AND ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO AN AMOUNT EQUAL TO TWO TIMES THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM(S) AROSE (OR, FOR A CLAIM(S) ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, TWO TIMES THE AMOUNT PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD) ("GENERAL CAP"), EXCEPT THAT FOR BREACHES OF EITHER PARTY'S CONFIDENTIALITY, SECURITY OR PRIVACY OBLIGATIONS THE BREACHING PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24)-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("ENHANCED CAP").

8.2 EXCLUSION OF DAMAGES EXCEPT FOR WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA (UNLESS CAUSED BY WORKDAY'S FAILURE TO BACK UP CUSTOMER DATA IN ACCORDANCE WITH ITS OBLIGATIONS HEREUNDER), BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS SHALL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3 CLASSIFICATION OF CERTAIN DAMAGES. SUBJECT TO SECTION 8.1, AND NOTWITHSTANDING SECTION 8.2, IF EITHER PARTY BREACHES ITS OBLIGATIONS UNDER THIS AGREEMENT, THE FOLLOWING WILL BE CONSIDERED DIRECT DAMAGES: (1) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM THE BREACH; (2) AMOUNTS PAID FOR FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL AUTHORITY ARISING FROM THE BREACH; AND (3) REASONABLE LEGAL FEES, TO DEFEND AGAINST THIRD-PARTY CLAIMS ARISING FROM THE BREACH.

8.4 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall pay the reasonably necessary, as mutually agreed upon by the parties, documented costs incurred by Customer in connection with the following items: (a) costs of any reasonably required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year (or to the extent required by Law) after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year (or to the extent required by Law) after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR AUTHORIZED PARTIES.

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9. Term and Termination.

9.1 Term of Agreement. The Term is as set forth in the Master Agreement By and Between the City of Arvada and Workday, Inc. for the Purchase of a Replacement Enterprise Resource Management System and Related Services in an Amount Not to Exceed \$579, 371 and the term of the Subscription in Order Form # 00404911.0, subject to section 9.7. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination for Breach or Bankruptcy. Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination. For clarity, a breach or termination of any Professional Services Agreement, as defined in the DPE, or of any applicable statement of work and/or work order thereunder, shall not be considered a material breach or termination of this Agreement.

9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data" and "Transition Period before Final Termination") and shall also cease accessing Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Workday shall refund any pre-paid amounts where the service or work associated with the amount was not performed by Workday. Additionally, termination for any reason other than Workday's uncured material breach, or the reasons set forth in Section 2.2, shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. For clarity, in the event Arvada terminates pursuant to Section 9.7, Arvada has no obligation to pay for future amounts due under any Order Forms except as provided for under Section 9.7.

9.4 Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three (3) months after the effective date of such termination (the "Transition Period"), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (5%). Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of this Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide timely cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

9.6 Retrieval of Customer Data. Upon written request by Customer made prior to or upon any expiration or termination of this Agreement (including any Transition Period), Workday will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described in Section 9.4 above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in a Workday-supported format mutually agreed upon between the parties (for example, CSV,

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delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.7 Termination for Non-Appropriation. The 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 during the annual budget process and in accordance with Article X, Section 20 of the Colorado Constitution (TABOR). Notwithstanding any other provision in this Agreement, Customer may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Customer or other public entity obligations under this Agreement. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; and (c) Customer will seek such appropriations in good faith. Customer reasonably believes that sufficient funds will lawfully be appropriated to satisfy its obligations. If Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Agreement and has no other funding source lawfully available to it for such purpose Customer may terminate the Agreement by giving Workday not less than thirty (30) days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

9.8 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) Section 1.1(i) "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Independent Contractor. Workday shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither party, including its agents or employees, shall be deemed to be an agent or employee of the other party. Neither party shall have authorization, express or implied, to bind the other party to any agreement, liability, or understanding, except as expressly set forth herein. Neither party, including its employees and agents, is entitled to unemployment insurance or workers compensation benefits through the other party. Neither party shall pay for or otherwise provide such coverage for the other party, including the other party's agents or employees. Workday shall solely be responsible for payment of all federal, state and local income tax withholding, employment and disability insurance and Social Security and other similar taxes that it is required by applicable Law to pay with respect to any compensation or benefits provided by Workday to its employees.

10.2 No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Workday. Enforcement of this Agreement and all related rights and obligations are reserved solely to Arvada and Workday. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

10.3 Insurance. Workday will maintain during the entire Term and any extension, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception and authorized to do business in Colorado.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

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- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage, internet liability, and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate and naming Customer (as its interests may appear) as a loss payee.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Execution of this Agreement is contingent upon the receipt of the insurance documents stated above. If Workday fails to submit the required insurance documents within 14 days after notice to submit such policies is given to Workday by an Arvada representative, Arvada may terminate this Agreement without breach and without penalty. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary, and any other valid insurance held by Arvada will be in excess of such primary insurance policies and non-contributory. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability or satisfaction of any indemnification/hold harmless obligation of Workday. The maintenance of the coverages stated herein during the Term, or any extension is a material aspect of the Agreement, the breach of which (if left uncured) shall entitle Customer to termination right in accordance with Section 9 (Termination).

10.4 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing. Notices to Workday shall be sent to the address shown in the Signature Document addressed to the attention of its General Counsel with a copy sent to legal@Workday.com. Notices to Customer shall be sent to the address shown in the Signature Document addressed to Customer's City Attorney. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.5 Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Data. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Data whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.6 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday and its employees and agents comply with its code of conduct, including but not limited to periodic training of employees about the code.

10.7 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.8 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within fifteen (15) days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

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10.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an “M&A assignment”) so long as the assignee agrees to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this 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. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.10 Governing Law; Waiver of Jury Trial. Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of this 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.

10.11 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, unless authorized by the United States government.

10.12 Workday SLA Service Credits. If, in any rolling six -month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a “Failure”), Customer may request the following remedies no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, “Service Credit” means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section, are the Customer’s exclusive remedies for any Failure.

Catastrophic Failure. Notwithstanding anything to the contrary in Section 10.10, in the event there is any month in any rolling six month period where the Service Availability commitment falls below 75% (“Catastrophic Failure”), the following service credits shall apply: In the event that there is any month where the Service Availability commitment falls below 75% but is above 50%, then the service credit for that month will be 50% of the Subscription Service Fee paid to Workday for the applicable month. In the event there is any month where the Service Availability commitment falls below 50%, then the service credit for that month will be 100% of the Subscription Service Fee paid to Workday for the applicable month. If there are any two months in any rolling six month period where the Service Availability minimum falls below 75%: In addition to the Service Credit identified herein for that month, within thirty (30) days of such failure in such second month, Customer shall have the option to terminate the entire Agreement upon written notice to Workday and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

10.13 Federal Government End Use Provisions (if applicable). Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract. Additionally, the parties agree that the purpose of this Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday’s performance hereunder.

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10.14 Reserved.

10.15 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Upon prior written consent, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.16 Miscellaneous. This Agreement, including all exhibits and attachments hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provision of the body of this Main Subscription Agreement and over any exhibit or attachment to this Main Subscription Agreement. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other non-negotiated Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and include appropriate certificates to verify the identity of the signatory. For avoidance of doubt, emails stating consent to an Agreement or action shall not be considered an electronic signature.

Arvada Provisions.

10.17 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.

10.18 Subcontracts. Workday shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Workday shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Workday 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. Workday agrees it is fully responsible for subcontractors performing services under the Agreement. Workday shall be Arvada's sole point of contact regarding the services, including with respect to payment. For the avoidance of doubt, Workday does not use subcontractors in the delivery of the Service.

10.19 Licenses, Permits, And Other Authorizations. Workday 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 its employees and agents secure and maintain at all times during the term of their employment or agency, all license, certifications, permits and other authorizations required to perform their respective obligations in relation to the Agreement.

10.20 External Terms and Conditions. Unless expressly specified in the applicable Order Form, there are no shrink-wrap, click-wrap, browse-wrap or other terms and conditions or agreements ("Click-Through Terms") that Customer must accept to use the Service subscribed to as of the Effective Date. However, Workday does offer optional features and services that may require Click-Through Terms. These Click-Through Terms will only apply to optional software that is not part of the Service subscribed to as of the Effective Date ("Optional Software"). Any acceptance of such terms shall not negatively affect the Service subscribed to as of the Effective Date.

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10.21 Binding Arbitration Prohibited. Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary as they pertain to claims between Workday and Arvada shall be null and void.

10.22 Accessibility. Workday includes accessibility in our design of the generally available version of the Service. Workday evaluates its products against Section 508 or WCAG 2.1 A/ AA standards. Workday is compliant to the extent documented in the "Accessibility in Workday Applications" document, which summarizes the Service's support for the standards promulgated under Section 508, as well as international standards such as WCAG 2.1 A/AA. Workday updates this documentation as needed to reflect changes in the Service. The Service is accessed via the Internet and Customer is responsible for providing any adaptive technology needed by Authorized Parties to utilize the Internet.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Main Subscription Agreement, including the Signature Document, any exhibits, addenda or attachments hereto, and any fully executed or attached and referenced Order Form(s).

"Authorized Parties" means Customer's or its authorized Affiliate's employees, third party providers authorized by Customer, and as appropriate for the applicable Service, students and their parents or guardians, prospective employees, prospective students and their parents or guardians, former students, and/or retirees authorized to access Customer's Tenants and/or to receive Customer Data (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Claim" means any claim, demand, suit, or other legal proceeding made or brought against a party to this Agreement.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees or Authorized Parties relating to the operation or functionality of the Service.

"Day" means a calendar day unless specifically noted otherwise in a provision.

"Documentation" means Workday's electronic Administrator Guide for the Service, which may be updated by Workday from time to time.

"Employee" or "Worker" means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other intellectual property rights, such as copyright, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and inclusive of all moral rights related thereto.

"Internal Business Purposes" means use for Customer's internal operations as a public governmental entity and associated with the functionality of the Service, as opposed to Customer using the products or Service for customers, clients,

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or prospective customers of the Customer. As illustrative examples: (1) use of recruiting functionality to assist with the recruitment of Customer's employees is an Internal Business Purpose but a placement firm's use of recruiting functionality to find employees for its third-party clients is not an Internal Business Purpose; and (2) Workday's Student Service is clearly designed to assist educational institutions manage the records of students; even though students are technically the "clients" or "customers" of the institution. Nevertheless, use of Workday's Student Service to manage these student records is still an Internal Business Purpose.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Losses" means any damages or costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees).

"Malicious Code" means viruses, worms, time bombs, ransomware, Trojan horses and other malicious code, files, scripts, agents or programs intended to do harm.

"Order Form" means the separate ordering documents under which Customer subscribes to the Service or other services pursuant to this Agreement which are fully executed by the parties.

"Personal Data" has the definition set forth in the Data Processing Exhibit.

"Pricing Metrics" means the specific measure identified on the applicable Order Form used for determining the Subscription Service Fee on that Order Form, such as FSE Worker or FTE Student.

"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Related Service" means any professional services provided by Workday pursuant to an Order Form subject to this Agreement and related to the Service.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law, (ii) any Personal Data Breach as defined in the DPE; and (iii) any security breach (or substantially similar term) as defined by Law affecting Customer Data.

"Service" means Workday's software-as-a-service applications and Improvements as described in the Documentation and subscribed to under an Order Form.

"SLA" means the *Workday Production Support and Service Level Availability Policy* attached to this Agreement and located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update shall materially decrease Workday's responsibilities under the Workday SLA.

"Subscription Fee" means all amounts invoiced and payable by Customer for the Service.

"Tenant" means a unique instance of the Service, with a separate set of Customer Data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"Tenant Base Name" is a naming convention that will be used in all of the Tenant URLs provided by Workday, as specified in Customer's initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

"Term" has the meaning set forth in Section 9.1.

UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:
 - a) Training on how to implement and comply with its information security program; and
 - b) Promoting a culture of security awareness.
2. **Access Controls**. Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

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9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
 - a) Designating a security official with overall responsibility; and
 - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems processing Covered Data; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
 - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties regarding the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

“Agreement” means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

“CCPA” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“Covered Data” means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

“Covered Service” means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

“Customer Audit Program” means Workday’s optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.

“Data Controller” or **“Controller”** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“DPE” means this Universal Data Processing Exhibit including any appendices, annexures or documents incorporated by reference.

“Data Processor” or **“Processor”** means the entity which Processes Personal Data on behalf of the Data Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“Data Protection Laws” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

“Data Subject” means the person to whom the Personal Data relates.

“Europe” or **“European”** means the European Economic Area (“**EEA**”), the United Kingdom (“**UK**”), and Switzerland.

“GDPR” means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) as the context may require.

“Personal Data” means any Covered Data that relates to an identified or identifiable natural person.

“Personal Data Breach” means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

“Processing” or **“Process”** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“Professional Services” means the professional or consulting services provided to Customer under a Professional Services Agreement.

“Professional Services Agreement” means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services



UNIVERSAL DATA PROCESSING EXHIBIT

Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

“Professional Services Data” means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

“Restricted Country” means: (i) where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside the UK which is not based on adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018 as amended or replaced (“UK DPA”); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 as amended or replaced (“Swiss FADP”) applies, a country outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

“Restricted Transfer” means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a Restricted Country; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country; and (iii) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country.

“SCCs” means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“**EU SCCs**”); and (ii) where the UK GDPR applies, the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the Information Commissioner under s.119A(1) of the UK DPA (“**UK Addendum**”).

“Subprocessor” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

“Subprocessor List” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday’s website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

“Workday BCRs” or **“BCRs”** means Workday’s Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday’s website (currently located at <https://www.workday.com/en-us/why-workday/security-trust.html>).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is the Data Controller and Workday is the Data Processor, except when Customer acts as a Data Processor of Personal Data, in which case Workday is a subprocessor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer’s documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer’s use of the Covered Service. Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE. To the extent the CCPA applies to Personal Data, Workday will not (i) Sell Personal Data, nor (ii) retain, use or disclose Personal Data for any purpose other than to provide the Covered Services in accordance with the Agreement. The Term “Sell” shall have the meaning set forth in the CCPA.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.



UNIVERSAL DATA PROCESSING EXHIBIT

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within Europe or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Data Subject Rights

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

Workday Universal Data Processing Exhibit – City of Arvada



UNIVERSAL DATA PROCESSING EXHIBIT

8. Audit

Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. If Customer requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Transfers of European Personal Data

10.1 Transfer Safeguards. The transfer safeguards listed below shall apply to all Restricted Transfers.

10.2 BCRs. For the Covered Services identified in Addendum B, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

10.3 Processor-to-Processor SCCs. Where Workday is located within Europe, Workday has implemented and complies with the SCCs for any Restricted Transfers of Personal Data from Workday (as "data exporter") to Subprocessors (as "data importers").

10.4 Controller-to-Processor SCCs. Where Workday is located in a Restricted Country, the SCCs will apply to any Restricted Transfers from Customer (as "data exporter") to Workday (as "data importer") as follows:

10.4.1 EU Personal Data. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

- (i) Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- (ii) in Clause 7, the optional docking clause will not apply;
- (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- (iv) in Clause 11, the optional redress language will not apply;
- (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- (vi) in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;
- (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPE; and
- (viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPE.

10.4.2 UK Personal Data. In relation to Personal Data protected by the UK GDPR ("UK Personal Data"), the UK Addendum will apply as follows:

- (i) the EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of UK Personal Data;



UNIVERSAL DATA PROCESSING EXHIBIT

(ii) the UK Addendum shall be deemed executed (and incorporated by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;

(iii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 10.4.1 above;

(iv) the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and

(v) Table 4 of the UK Addendum shall be deemed completed “neither party”.

10.4.3 Swiss Personal Data. In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

(i) the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;

(ii) the term “member state” must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and

(iii) references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

10.4.4 Clarifications. The SCCs will be subject to the following clarifications:

(i) Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.

(ii) Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.

(iii) Workday shall return and delete Customer’s data in accordance with Section 9 of this DPE.

(iv) Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided through the Customer Audit Program.

(v) Nothing in this Section 10.4 of this DPE varies or modifies the SCCs nor affects any supervisory authority’s or Data Subject’s rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

11. Additional European Terms

11.1 Description of Processing. The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum A to this DPE.

11.2 Data Protection Impact Assessments (“DPIA(s)”) and Prior Consultations. Customer agrees that, to the extent applicable, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO certifications will be used to carry out Customer’s DPIAs and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under GDPR Article 35 and 36 to carry out a DPIA and prior consultation with the competent supervisory authority related to Customer’s use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide such assistance to Customer through the Customer Audit Program.

12. General Provisions

12.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any SCCs entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.



UNIVERSAL DATA PROCESSING EXHIBIT

12.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

12.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

12.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

12.5 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

12.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM A

Description of Processing

ANNEX I

A. LIST OF PARTIES

Data exporter

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

Data importer

Data importer: Workday

Contact details: Workday Privacy Team, legal@workday.com

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

UNIVERSAL DATA PROCESSING EXHIBIT

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in Annex II, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.

Workday Universal Data Processing Exhibit – City of Arvada

**UNIVERSAL DATA PROCESSING EXHIBIT****Nature of the processing**

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with a Professional Services engagement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Professional Services

Purpose(s) of the data transfer and further processing

Provide and support enterprise cloud applications, including human resource and financial management.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data will be retained for the duration of the Agreement in accordance with DPE Section 12.2t.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter and duration of the processing is outlined above within this Annex. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The competent supervisory authority determined in accordance with Clause 13 of the EU SCCs unless required otherwise by DPE Sections 10.4.2 (UK Personal Data) and 10.4.3 (Swiss Personal Data).



UNIVERSAL DATA PROCESSING EXHIBIT

ANNEX II

Technical and Organizational Measures

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

**UNIVERSAL DATA PROCESSING EXHIBIT****ADDENDUM B****BCR Covered Services**

Covered Service	Applicable SKU Names
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.
Workday Extend	Workday Cloud Platform

**ORDER FORM 00404911.0**

Customer Name	City of Arvada
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	August 1, 2023 through July 31, 2033
Currency	USD
Total Subscription Fee	5,264,655
Tenant Base Name	arvada

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date, due Net 60	381,323
2	Due on First anniversary of the Order Term start date	470,083
3	Due on Second anniversary of the Order Term start date	479,204
4	Due on Third anniversary of the Order Term start date	529,970
5	Due on Fourth anniversary of the Order Term start date	540,488
6	Due on Fifth anniversary of the Order Term start date	550,813
7	Due on Sixth anniversary of the Order Term start date	561,548
8	Due on Seventh anniversary of the Order Term start date	572,498
9	Due on Eighth anniversary of the Order Term start date	583,667
10	Due on Ninth anniversary of the Order Term start date	595,061
Total Payment Amount		5,264,655

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics Essentials	Published Data Rows	Up to 10 million Published Data Rows at any time for each Tenant
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.

**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	807
United States-based employees	807

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Craig Poley	Craig Poley	Craig Poley
Street Address City/Town, State/Region/County, Zip/Post Code, Country	8101 Ralston Rd Arvada, Colorado 80001 United States	8101 Ralston Rd Arvada, Colorado 80001 United States	8101 Ralston Rd Arvada, Colorado 80001 United States
Phone/Fax #	(720) 898-7894	(720) 898-7894	(720) 898-7894
Email (required)	cpoley@arvada.org	cpoley@arvada.org	cpoley@arvada.org

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments with respect to the subject matter hereof. The parties further agree to the terms in the following Additional Terms and Conditions Addendum(s): Planning, Learning, Media Cloud, Innovation Services, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. For the avoidance of doubt, any term in the Additional Terms and Conditions Addendum(s) obligating Customer to indemnify any party shall be null and void; however, it is understood and agreed that Customer is solely responsible for any third-party claim concerning (i) Media Cloud Content, (ii) Course Content, (iii) violation of any applicable Acceptable Use Policies regarding either media Cloud Content or Course Content by Customer, its Affiliates, Authorized parties, or its users, or (iv) Customer’s use of any third party tool or website to diagnose and troubleshoot any issues with customer’s Media Cloud Content or use of Media Cloud. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON AUGUST 1, 2023 (“Deadline”). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday’s sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.



ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	743	100.0%	743
Part-Time Employees	20	25.0%	5
Associates	465	12.5%	59
Former Workers with Access	0	2.5%	0
Total FSE Count:	1,228		807

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer’s PRA data catalog. Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.

4. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days (“**Annual Reporting Period**”) based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days (“**Count Date**”) prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a “**Reporting Cycle**”). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	584.43
USP	73.70
CCB	29.48

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more (“Growth Event”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

5. Renewal.

Upon Customer’s request at any time during the Order Term, Workday will provide its then-current prices for renewal of this Order Form and will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the Order Term (“Renewal Term”). The Renewal Term and the Subscription Fees due during the Renewal Term (“Renewal Fees”) will be documented with a new Order Form. Renewal Fees are due by the first day of the Renewal Term to ensure continuous Service. Good faith negotiations will begin with the Base Subscription Fee of \$602,550 which represents the fees applicable to the immediately preceding year.

6. Additional Definitions (as applicable).

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

7. Additional Scope of Use Terms.

Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer’s use of such data is in compliance with such data provider’s terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the “**Growth and Expansion**” section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant



used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant. **"Data Limit"** for each Tenant is the sum of the Published Data Row entitlement as set forth in the **"Subscription Rights Table"** above for a particular Tenant and any additional current Published Data Row entitlements purchased by Customer.

8. Customer Identification

Workday may use Customer's name and logo in accordance with Section 10.15 (Publicity) of the Workday MSA.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Cloud Connect for Benefits	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-

	employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Core Financials	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Grants Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics Essentials	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
Projects	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Expenses	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers.
Procurement	Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory	Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).
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**ORDER FORM # 405075**

Customer Name	City of Arvada
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Order Term	August 1, 2023 through July 31, 2026
Currency	USD
Total Training Fees	129,339

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date. - Workday Training Credits = \$53,250 - Workday Learn on Demand = \$20,000 - Workday Adoption Kit = \$5,363	78,613
2	Due on first anniversary of the Order Term start date - Workday Learn on Demand = \$20,000 - Workday Adoption Kit = \$5,363	25,363
3	Due on second anniversary of the Order Term start date - Workday Learn on Demand = \$20,000 - Workday Adoption Kit = \$5,363	25,363
	Total Payment Amount	129,339

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	5,363	1	3	16,089
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	3	15,000



SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	3	15,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	3	15,000
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	3	15,000
				Total Training Fees	76,089

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	710	75	53,250
			Total (TC) Training Fees	53,250

Customer Contact Information	Billing, In Care of
Contact Name	Craig Poley
Street Address City/Town, State/Province/Region Zip/Postal Code Country	8101 Ralston Rd Arvada, Colorado 80001 United States
Phone/Fax #	(720) 898-7894
Email (Required)	cpoley@arvada.org

This Order Form is subject to and governed by the MSA and Addendum A attached hereto. This Order Form will control over the terms of the MSA to the extent they conflict with or are not covered by the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.



ADDENDUM A

ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail with respect to the terms hereof.

- 1. Training Terms.** The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday's training catalog (the "Training Catalog") as eligible to be purchased with training credits ("TC-eligible Courses") that start on or after the Order Effective Date and end on or before twenty-one (21) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday's current training catalog. Each attendee must be registered to attend each course. If Customer elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer's balance.
- 2. Training Credit Bulk Purchase Option.** Under this Order Form, Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepay for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620

- 3. Dedicated Training Terms.** Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer's attendees ("**Dedicated Training**"). Dedicated Training is subject to Workday's availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen



(13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer's site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel and living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

4. Learn On-Demand Terms. The first Learn On-Demand ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "5 Additional Users" SKU is for five (5) additional Named Users for the stated Library. A "Library" is a bundle of specific, related training concepts. A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide LOD access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable LOD library. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the LOD content within the specified Library(ies) during the Order Term.

5. Adoption Kit Terms.

- (a) The Adoption Kit is just-in-time, customizable materials for common employee and manager tasks, in addition to a wide range of templates and assets to help customers successfully roll out Workday across their organization.
 - The Adoption Kit is a toolkit of resources designed to help accelerate the use of your organization's self-service features and functionality, ultimately contributing to a successful Workday rollout. The Adoption Kit subscription includes just-in-time support materials for common employee and manager self-service tasks, in addition to a wide range of templates and assets to help you maximize everything that Workday has to offer.
 - Adoption Kit Content Catalog: Includes all current titles organized by functional area, audience, topics covered, and type (job aid, video, script, and so on).
- (b) During the Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize, and create derivative works of the Adoption Kit provided as part of this Order Form solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's authorized end users in accordance with the MSA. Customer is solely responsible for the accuracy of any modifications or customizations of the Kit made by it. Workday reserves the right to add or remove content from individual Kit and add or remove entire Kit in the library.
- (c) Subject to Workday's underlying intellectual property rights in the Adoption Kits, the Service, and all other materials provided by Workday in connection herewith, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted hereunder to develop, make, or conceive, without the involvement or input of Workday personnel, that relate to the Adoption Kit ("**Customer Improvements**"). If Workday is involved in the input or development of a Customer Improvement, Workday owns all right, title, and interest in and to such Customer Improvement and Customer has a non-exclusive, royalty-free license to use such Customer Improvement solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information



included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.

6. Miscellaneous Training Terms. Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.

**ORDER FORM #405080
DELIVERY ASSURANCE (FIXED FEE)**

Customer Name	City of Arvada (" Customer ")
Workday Entity Name	Workday, Inc. (" Workday ") 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the MSA Signature Document
Order Term End Date	September 28, 2025
Currency	USD
Total Consulting Fees	\$119,435.00

Consulting Engagement Type
Delivery Assurance Checkpoints Reviews
Delivery Assurance Project Management Reviews

Number of Prism Use Cases	2
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Customer Contact Information	Billing Contact
Contact Name	Craig Poley, CIO
Street Address City/Town, State/Province/Region Zip/Postal Code Country	8101 Ralston Rd Arvada, Colorado 80001 United States
Phone/Fax #	720-898-7894
Email (Required)	cpoley@arvada.orgp

This agreement (along with the tables above and Addendum attached hereto, this "**Document**") is entered into as of the Order Effective Date listed above, and is subject to and governed by the primary Service subscription agreement (the "**MSA**") between the Workday customer listed above ("**Customer**") and the Workday entity listed above ("**Workday**"). In the event of a conflict between the terms of this Document and the terms of MSA, the terms of this Document shall prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as in MSA. This Document is only valid and binding on the parties when executed by both parties and is further subject to the additional terms in Addendum A attached hereto.



Workday may extend the Order Term with respect to Workday's Delivery Assurance services at no additional cost to Customer, to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance services. The parties will execute a Change Order to document any Order Term adjustments.

Consulting Services and Scope. This Document describes Workday's Delivery Assurance consulting services ("**Delivery Assurance**" or "**DA**") that Workday shall perform for Customer. Any service, deliverable, feature, or functionality not expressly identified in Addendum A is not in the scope of this Document.

Fees and Payment. Workday will perform the Delivery Assurance on a fixed fee basis. The Total Consulting Fees as set forth above shall be invoiced based on the fees table outlined below. The fixed fee amount does not include related travel and expenses. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to AccountsReivable@Workday.com.

# of Payments	Quarterly Invoice Description	Quarterly Fee
1	Invoiced upon the Order Effective Date	\$29,858.75
2	Invoiced November 1, 2023	\$29,858.75
3	Invoiced February 1, 2024	\$29,858.75
4	Invoiced May 1, 2024	\$29,858.75
Total Payments		\$119,435.00

Termination. Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the Delivery Assurance services provided hereunder, or (ii) the termination of the MSA. Either party may terminate this Document for cause on the same terms as it may terminate the MSA for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of the Delivery Assurance services and Customer shall pay Workday within thirty (30) days after the date of termination for all Delivery Assurance services performed by Workday (included partially completed services) and travel and living expenses incurred up to the cessation of such services. Notwithstanding any other provision to the contrary, termination or breach of this Document hereunder by either party for any reason shall not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.



ADDENDUM A ADDITIONAL TERMS – DELIVERY ASSURANCE

1. General

As part of Workday's Delivery Assurance services, Workday shall validate that Customer's deployment of the Service, as performed by a Workday services partner ("Partner"), follows the Workday deployment methodology and configuration standards. Workday is not responsible for the acts or omissions of any Partner or Customer personnel hereunder.

2. Description of Delivery Assurance Services

2.1 Checkpoint Reviews. Partner's consultant(s) and project manager responsible for Customer's deployment of the Service (collectively, the "**Partner Deployment Team**") shall review the configured application (and applicable integrations and reports developed by the Partner Deployment Team or Workday) and provide output from applicable tools to the Workday team using a method specified by the Workday team.

2.2 Project Management Reviews.

(a) Plan Review. Workday shall review Partner's project planning documents drafted during the Plan stage and the cutover plans detailing Customer's transition to the Service to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.

(i) Workday's Project Initiation Checkpoint is a detailed review for adherence to the Workday deployment methodology, an achievable schedule, and appropriate resourcing based upon scope and schedule. The Initiation checkpoint entails:

- Continued Plan Review
- Tenant Management Plan
- Scope Review
- Charter Review

(ii) The Cutover Plan review is a detailed review of the cutover plan and associated activities. This review shall help confirm that all important areas have been addressed to support a successful cutover to production and roll out of Customer's deployment of the Service in Production.

(b) Periodic check-in calls. Workday shall conduct scheduled calls with the Partner Deployment Team and Customer to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.

(c) Deployment Readiness Reviews. Workday shall evaluate deployment/operational readiness at the end of each stage leveraging the Workday-delivered review template.

(d) Steering Committee. Workday shall participate in Customer Steering Committee meetings.

- The Delivery Assurance Manager will be actively involved in the Customer's Steering Committee meetings during the implementation process aiding in obtaining a successful governance structure. Work with the Customer PM and its leadership ensuring that the Customer executive leadership understands the deployment issues and risks as they relate to the Workday methodology.

(e) Other Activities. Workday shall participate in additional project-related activities, such as project status meetings, as needed.

3. Conditions

3.1 The parties understand and agree that the reviews and other services provided under this Document shall be performed 100% offsite, unless expressly agreed by the parties in writing. Any onsite work shall be pre-agreed to by both parties in writing.

3.2 Customer is responsible for the timely coordination of its internal and Partner resources and shall facilitate regular participation of the Workday team in regular Steering Committee meetings. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the services for any reason, Customer understands and agrees that Workday may delay services, a Change Order may be required, and additional fees may be due.

3.3 The fees due under this Document are based on the deployment scope described in this Document and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total Fees. If Customer desires any changes to the scope, the additional work shall be subject to a separate agreement between the parties. This Document is non-cancelable and Fees are non-refundable.

3.4 Workday may use Workday certified subcontractors to perform some or all of the services performed hereunder.

3.5 Neither the SLA nor Service Credits apply to this Order Form.

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, reviews, guidance, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights and Workday Confidential Information. Workday reserves all rights in the content and related Intellectual Property Rights not expressly granted to Customer herein.

5. Warranty and Disclaimer

This Document is for consulting services rather than the Service. Accordingly, the warranties and related remedies in the MSA regarding the Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Document in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty (30) days of the performance of the deficient services. In the event Workday is unable to correct the identified deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the services provided under this Document. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS DOCUMENT.



US ACCESS POLICY

This US Access Policy (“**US Access Policy**”) is part of the Master Subscription Agreement (the “**Agreement**”) and forms part of Customer’s instructions to Workday for processing Customer Data as part of the Service, (including any Delivery Assurance or Lifecycle Deployment Program activities, if applicable). There is no fee for participating in this US Access Policy. This US Access Policy reflects Customer’s requirement to restrict certain data processing activities to within the US. This US Access Policy, the Agreement, and the Existing Data Processing Terms are Customer’s instructions to Workday for the processing of Customer Data.

1. Definitions and Interpretation

All capitalized terms not defined herein shall have the meaning set forth in the Agreement and any Data Protection Agreement, Data Processing Terms or any Data Processing Exhibit (“**Existing Data Processing Terms**”) between the parties.

The terms of this US Access Policy shall prevail over the Agreement and other Existing Data Processing Terms to the extent such terms conflict.

2. Workday Obligations

Once Customer activates the US Access Policy in accordance with Clause 3 below and subject to Clause 4 below, Workday agrees that only Workday personnel located in the US (“**US Support Personnel**”) will be enabled to log into Customer’s Tenant for the covered Service SKUs.

3. Activation and Term

This US Access Policy will only be activated once Customer has both completed a customer care case and has executed this US Access Policy. Once activated, the US Access Policy will remain in force and effect until terminated in accordance with Clause 9 below.

4. Exceptions

Workday will continue to access the underlying network and infrastructure of the Service from outside of the United States. For the avoidance of doubt, such access does not require access to Customer’s Tenant, but is necessary for deploying software and maintaining, monitoring and delivering the Service. Workday will continue to deploy automation from locations outside of the US.

Workday’s global support staff, including Workday personnel located outside of the U.S., may have access to any information Customer submits to Workday outside of the Service (e.g. the information Customer enters into tickets generated during support and customer care cases).

This US Access Policy does not apply to certain Service SKU’s and may not apply to future Workday products. The Order Form for any such future products will expressly specify if the US Access Policy applies.

5. Scope of the US Access Policy

The US Access Policy only applies to the following Service SKUs when Customer Data is housed in a US Data Center. For clarity, SKUs not listed below and features that are delivered under separate terms and conditions (such as Innovation Services) are not subject to the US Access Policy even if designed to integrate with the SKUs below.

- | | |
|---|----------------------------|
| 1. Human Capital Management (for LDP customers, Advanced Compensation Management, Benefits, Succession Planning and Absence Planning are also included) | 7. Inventory |
| 2. Cloud Connect for Benefits | 8. Workday Prism Analytics |
| 3. Cloud Connect for Third Party Payroll | 9. Procurement |
| 4. Core Financials (for LDP customers, Revenue Management is also included) | 10. Recruiting |
| 5. Expenses | 11. Projects |
| 6. Grants Management | 12. Project Billing |
| | 13. Student |
| | 14. Time Tracking |
| | 15. Time Tracking Hub |
| | 16. Workday Payroll |



6. Customer Obligations

By entering into this US Access Policy, Customer agrees it is responsible for communicating this US Access Policy to its Affiliates and any Authorized Parties who need to know the content or context of this US Access Policy. Customer represents that it is headquartered within the United States, has entered into the Agreement with Workday Inc., and that Customer's Tenant is in a Workday US data center.

7. Service Performance

Workday's commitments to Service Availability, Service Response and Disaster Recovery will remain unchanged if Customer participates in this US Access Policy. Customer acknowledges and agrees that if Customer participates in this US Access Policy after Workday has already assigned non-US Support Personnel to a Customer Delivery Assurance or Lifecycle Deployment Program project, then the project timelines and cost may increase. Workday's US Support Center covers US work hours (5am - 7pm PT). Only US Support will be utilized when Tenant access is required. Should a Severity level 1 or Severity Level 2 issue require support outside of US support hours, escalation procedures will be invoked, but case resolution may be affected. Should a Severity Level 1 or Severity Level 2 issue require support outside of US support hours, Customer may request suspension of the US Access Policy in accordance with Section 8 below.

8. Suspension of US Access Policy

Customer's Named Support Contacts may request that non-US Support Personnel access Customer's Tenant by providing written instructions in a support case or customer care case. In the event of such a request, the US Access Policy will be suspended until Workday is otherwise instructed by Customer's Named Support Contact. For the avoidance of doubt, Customer is not entitled to any refund or credit for any suspension of its participation in the US Access Policy.

9. Termination

Customer may terminate this US Access Policy at any time by providing Workday with thirty (30) days' written notice pursuant to the notice terms of the Agreement. This US Access Policy will automatically terminate upon termination of the Agreement. For the avoidance of doubt, termination of this US Access Policy shall not terminate the Master Subscription Agreement.

IN WITNESS WHEREOF, this US Access Policy shall become legally binding between Customer and Workday when fully executed by the parties.

City of Arvada

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-063, A Resolution Approving the Third Amendment to an Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney

Report in Brief

City Council meets annually with the City Attorney to provide a performance evaluation. On June 20, 2023, City Council met with Ms. Morris for the purpose of providing written and verbal feedback about her performance over the past year. As a result of this performance evaluation, Ms. Morris's annual salary is being adjusted from \$212,000.00 to \$224,720.00. To implement this change, the attached resolution formally approves the third amendment to the employment agreement between the City and Rachel Morris as City Attorney.

Financial Impact

The financial impact of this Resolution is \$224,720.00 annually.

Background

The City Attorney Employment Agreement was originally approved by the City Council on October 8, 2019. The First Amendment to the Employment Agreement was approved on August 16, 2021. The Second Amendment to the Employment Agreement was approved on August 17, 2022.

Discussion

This amendment provides for a \$12,720 salary increase for the City Attorney over her 2022 salary. Ms. Morris's retirement contribution by the City has also been modified to 13.02%.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides legal services to the City Council, Boards and Commissions, and all work systems, so they can enforce the law, avoid or mitigate risks associated with City operations and protect the legal interest of the City.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-063, A Resolution Approving the Third Amendment to an Employment Agreement By and Between the City of Arvada and Rachel A. Morris as City Attorney.

Suggested Motion:

I move that R23-063, A Resolution Approving the Third Amendment to an Employment Agreement By and Between the City of Arvada and Rachel A. Morris as City Attorney, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Toni Riebschlager, Law Office Administrator	6/27/2023
Nora Steenson, Deputy City Attorney	6/30/2023
Gabriella Bommer, Director of Human Resources	7/3/2023
Linda Haley, Deputy City Manager	7/3/2023
Lorie Gillis, City Manager	7/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-063

A RESOLUTION APPROVING THE THIRD AMENDMENT TO AN EMPLOYMENT
AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND RACHEL A.
MORRIS AS CITY ATTORNEY

WHEREAS, on October 8, 2019, the City of Arvada and Rachel A. Morris entered into an Employment Agreement for the appointment of Ms. Morris as the City Attorney; and

WHEREAS, the parties wish to amend the Agreement by executing the Third Amendment thereto.

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, the Third Amendment to the Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney. The form of said Third Amendment is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Nora S. Steenson, Deputy City Attorney

By: _____

**THIRD AMENDMENT TO AN EMPLOYMENT AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND RACHEL A. MORRIS
AS CITY ATTORNEY**

WHEREAS, on October 8, 2019, the City of Arvada and Rachel A. Morris (“Employee”) entered into an Employment Agreement (“Agreement”) for Employee’s appointment to the position of City Attorney as provided in Section 8.1 of the Arvada City Charter; and

WHEREAS, on August 16, 2021, effective July 12, 2021, the Agreement was amended with the execution of the First Amendment; and

WHEREAS, on August 17, 2022, effective July 11, 2022, the Agreement was amended with the execution of the Second Amendment; and

WHEREAS, the Parties wish to amend the Agreement by executing a Third Amendment thereto.

Section 1. Subsection 7.1, Base salary, of section 7.0, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

7.0 COMPENSATION.

- 7.1 Base salary. City agrees to pay Employee for services rendered an annual base salary of \$224,720 payable in installments at the same time and in the same manner as other City employees are paid. Thereafter, the Employee’s salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made shall be subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee.

Section 2. Subsection 8.1.2, Retirement account, of subsection 8.1, Retirement; Deferred compensation, of section 8.0, Other benefits, of the Agreement is hereby amended in its entirety to read as follows:

8.0 OTHER BENEFITS.

- 8.1 Retirement; Deferred compensation.

8.1.2 Retirement account. The City does not participate in the Social Security System. However, the City will deposit an amount equal to 13.02% of Employee’s base salary into a qualified 401(a) account managed by the Employee, with such deposit to be made during the respective calendar year in generally equal proportionate amounts each pay period. Employee will contribute at least an amount equal to 8% of her salary with deposits being made in the same manner and at the same time as the City’s contributions. Employee will be fully vested in the City’s contribution at the time the contribution is made.

Section 3. This Third Amendment to the Agreement shall be effective on July 11, 2023.

Section 4. The terms of the Agreement shall remain unchanged except as specifically amended herein. This Third Amendment shall not act as a waiver of any term or condition of the Agreement or previously executed amendments.

DATED this _____ day of _____, 2023.

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:

Nora S. Steenson, Deputy City Attorney

By:

EMPLOYEE

Rachel A. Morris



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-064, A Resolution Approving the Third Amendment to an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Municipal Court Judge

Report in Brief

City Council meets annually with the Municipal Court Judge to provide a performance evaluation. On June 20, 2023, City Council met with Ms. Kurtz for the purpose of providing written and verbal feedback about her performance over the past year. As a result of this performance evaluation, Ms. Kurtz's annual salary is being adjusted from \$190,000.00 to \$201,400.00. To implement this change, the attached resolution formally approves the third amendment to the employment agreement between the City and Kathryn Kurtz as Municipal Court Judge.

Financial Impact

The financial impact of this Resolution is \$201,400.00 annually.

Background

The Municipal Court Judge Employment Agreement was originally approved by the City Council on January 11, 2021. The First Amendment to the Employment Agreement was approved on August 16, 2021. The Second Amendment to the Employment Agreement was approved on August 17, 2022.

Discussion

This amendment provides for a \$11,400 salary increase for the Municipal Court Judge over her 2022 salary. There are no other changes to the terms and conditions of the Municipal Court Judge's Employment Agreement.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides legal services to the City Council, Boards and Commissions, and all work systems, so they can enforce the law, avoid or mitigate risks associated with City operations and protect the legal interest of the City.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-064, A Resolution Approving the Third Amendment to an Employment Agreement By and Between the City of Arvada and Kathryn C. Kurtz as Municipal Court Judge.

Suggested Motion:

I move that R23-064, A Resolution Approving the Third Amendment to an Employment Agreement By and Between the City of Arvada and Kathryn C. Kurtz as Municipal Court Judge, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Linda Haley, Deputy City Manager	6/27/2023
Toni Riebschlager, Law Office Administrator	6/27/2023
Nora Steenson, Deputy City Attorney	6/30/2023
Gabriella Bommer, Director of Human Resources	7/3/2023
Linda Haley, Deputy City Manager	7/3/2023
Lorie Gillis, City Manager	7/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-064

A RESOLUTION APPROVING THE THIRD AMENDMENT TO AN EMPLOYMENT
AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND KATHRYN C.
KURTZ AS PRESIDING MUNICIPAL COURT JUDGE

WHEREAS, on January 11, 2021, the City of Arvada and Kathryn C. Kurtz entered into an Employment Agreement for the appointment of Ms. Kurtz as the Presiding Municipal Court Judge; and

WHEREAS, the parties wish to amend the Agreement by executing the Third Amendment thereto.

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, the Third Amendment to the Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge. The form of the Third Amendment is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Nora S. Steenson, Deputy City Attorney

By:

**THIRD AMENDMENT TO AN EMPLOYMENT AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND KATHRYN C. KURTZ
AS PRESIDING MUNICIPAL COURT JUDGE**

WHEREAS, on January 11, 2021, the City of Arvada and Kathryn C. Kurtz ("Employee") entered into an Employment Agreement ("Agreement") for Employee's appointment to the position of Presiding Municipal Court Judge as provided in Section 8.2 of the Arvada City Charter; and

WHEREAS, on August 16, 2021, effective July 12, 2021, the Agreement was amended with the execution of the First Amendment; and

WHEREAS, on August 17, 2022, effective July 11, 2022, the Agreement was amended with the execution of the Second Amendment; and

WHEREAS, the Parties wish to amend the Agreement by executing a Third Amendment thereto.

Section 1. Subsection 7.1, Base Salary, of section 7.0, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

7.0 COMPENSATION.

- 7.1 Base salary. City agrees to pay Employee for services rendered an annual base salary of \$201,400 beginning on the effective date of this Amendment. This amount shall be payable in installments at the same time and in the same manner as other City employees are paid. Thereafter, Employee's salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made shall be subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee.

Section 2. This Third Amendment shall be effective on July 11, 2023.

Section 3. The terms of the Agreement shall remain unchanged except as specifically amended herein. This Third Amendment shall not act as a waiver of any term or condition of the Agreement or previously executed amendments.

DATED this _____ day of _____, 2023

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:

EMPLOYEE

Kathryn C. Kurtz



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-066, A Resolution Authorizing an Agreement by and between the City of Arvada and Arrow-J Landscape and Design, Inc. for the Construction of Holistic Health and Fitness Park, Project No. 23-VCN-027, in an amount not to exceed \$3,172,370.00

Report in Brief

PRESENTER:Kylie Justus, Assisant City Attorney

The Arvada team solicited proposals from interested construction professionals for the provision of construction services related to the construction of Holistic Health and Fitness Park. Based on Contractor's submissions, the Arvada team has selected Contractor for the Project and desires to enter into an Agreement regarding the construction of the Project. Arvada has determined that Arrow-J Landscape and Design, Inc. has the background, skill, and expertise to construct the new park (Holistic Health and Fitness Park) in accordance with the design under the terms and conditions described in the Agreement.

The Arvada team recommends that the City Council approve R23-066, A Resolution Authorizing an Agreement by and between the City of Arvada and Arrow-J Landscape and Design, Inc. for the Construction of Holistic Health and Fitness Park, Project No. 23-VCN-027, in an amount not to exceed \$3,172,370.00.

Financial Impact

Construction costs for this project are funded by the following Capital Improvement Project (CIP) Number: CIP Parks #94694

The Financial Impact of the construction of Holistic Health and Fitness Park includes an estimated ongoing maintenance cost of \$36,795 a year. Ongoing maintenance operations for Holistic Health and Fitness Park include routine matinenance items such as snow plowing, irrigation maintenance, weeding/pruning, trash removal, repairs, mulching, etc.

The annual mantnenace costs for Holistic Health and Fitness Park are not currently budgeted. The operating costs for the new park will be requested during the 2025-2026 operating budget process for Fund 14.

Background

Discussion

Arvada's Holistic Health and Fitness Park will provide a focus on whole-body health and will promote participation in diverse wellness activities that integrate physical and social well-being. This park will provide free access to therapeutic, rehabilitative, and play-oriented amenities that will especially benefit users at the ends of the age spectrum; those who are differently-abled; and those who stand to benefit from holistic healing but may face barriers to access. By eliminating financial barriers constraining equitable access, the free, ADA-accessible public park serves as an alternative to a clinical setting and will be open to all users regardless of socioeconomic status.

No other public parks in the area support concepts specifically developed for intergenerational use supporting mental health, mindfulness, or exploration through tactile sensation. Once complete, Holistic Health and Fitness Park will promote intergenerational interactions and will serve a unique function as an outdoor classroom and research laboratory for students at Red Rocks Community College and residents alike.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The City's 2016 Parks, Trails and Open Space Master Plan identified the location of Holistic Health and Fitness Park as a park improvement priority area. Additionally, this project achieves the goals of activating parks, trails and open spaces; providing new parks and improvements to existing parks; and encourages access to healthy living for all. Completion of this project meets three Park Master Plan Recommendations:

- Community Recommendation 1: Activate Parks, Trails and Open Spaces
- Parks Recommendation 2: Provide New Parks and Improvements to Existing Parks
- Wellness Recommendation 3: Encourage Access to Healthy Living for All

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-066, A Resolution Authorizing an Agreement by and between the City of Arvada and Arrow-J Landscape and Design, Inc. for the Construction of Holistic Health and Fitness Park, Project No. 23-VCN-027, in an amount not to exceed \$3,172,370.00.

Suggested Motion:

I move that R23-066, A Resolution Authorizing an Agreement by and between the City of Arvada and Arrow-J Landscape and Design, Inc. for the Construction of Holistic Health and Fitness Park, Project No. 23-VCN-027, in an amount not to exceed \$3,172,370.00, be (approved) (rejected).

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	6/23/2023
Bryan Archer, Director of Finance	6/26/2023
Gail Walker, Legal Specialist-Contracts	6/28/2023
Kylie Justus, Assistant City Attorney	6/28/2023
Rachel Morris, City Attorney	7/5/2023

SUBJECT: R23-066, A Resolution Authorizing an Agreement by and between the City of Arvada and Arrow-J Landscape and Design, Inc. for the Construction of Holistic Health and Fitness Park, Project No. 23-VCN-027, in an amount not to exceed \$3,172,370.00

PAGE: 3
ITEM: 8.A.4.

Don Wick, Deputy City Manager

7/6/2023

Lorie Gillis, City Manager

7/6/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-066

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ARROW-J LANDSCAPE AND DESIGN, INC. FOR THE CONSTRUCTION OF HOLISTIC HEALTH AND FITNESS PARK, PROJECT NO. 23-VCN-027, IN AN AMOUNT NOT TO EXCEED \$3,172,370.00

WHEREAS, Arvada has collaborated with Red Rocks Community College to design and construct a health and fitness focused park; and

WHEREAS, Arvada has determined that Arrow-J Landscape and Design, Inc. has the background, skill, and expertise to construct the park in accordance with the design under the terms and conditions described in the Agreement.

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, the Agreement, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 17th day of July, 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
ARROW-J LANDSCAPE AND DESIGN, INC. FOR THE CONSTRUCTION OF
HOLISTIC HEALTH AND FITNESS PARK, PROJECT NO. 23-VCN-027, IN AN
AMOUNT NOT TO EXCEED \$3,172,370.00**

This Agreement made this ____ day of _____, 2023, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and Arrow-J Landscape and Design, Inc., a Colorado corporation with its principal place of business located at 909 E. 68th Avenue, Denver, CO 80229 (“Contractor”).

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

WITNESSETH:

WHEREAS, Arvada solicited proposals from interested construction professionals for the provision of construction services related to its construction of Holistic Health and Fitness Park as described in the Contract Documents (the “Project” or the “Work”); and

WHEREAS, based on Contractor’s submissions, Arvada has selected Contractor for the Project; and

WHEREAS, Arvada and Contractor desire to enter into this Agreement regarding the construction of the Project.

NOW, THEREFORE, for and in consideration of the covenants, promises, and payments hereinafter mentioned, the parties agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

- 1.1. **The Services.** Contractor agrees to furnish or arrange for the construction services set forth in the Contract Documents and required for the completion of the Project by June 30, 2024, unless otherwise agreed to by the Parties. Contractor represents that it is thoroughly familiar with, and understands, the requirements of the Project’s scope and is experienced in the construction of projects of the type and scope contemplated by the Contract Documents. Contractor represents to Arvada that Contractor has all necessary education, skill, knowledge, expertise and experience required for construction of the Project, and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it or Arvada-approved subcontractors or subconsultants performing services under this Agreement have all applicable licenses required by the State of Colorado to perform such services and all required insurance coverage as required by this Agreement and by law.

- 1.2. **Cooperation.** The Contractor shall endeavor to develop, implement and maintain, a spirit of cooperation, collegiality, and open communication with Arvada, Arvada's Consultants, and Arvada's residents so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all interested parties.
- 1.3. **Preparation/Sufficiency of Site.** Before commencing the Project, the Contractor shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with Arvada's engineering and design requirements, design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule; (v) review and analyze all Project geotechnical, environmental, and construction materials tests, investigations and recommendations, (vi) review all specifications; and (vii) gather any other information necessary for a thorough understanding of the Project. Claims by Contractor resulting from Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.
- 1.4. **Contract Documents.** The Contract Documents are incorporated herein by reference. The term "Contract Documents" means and includes the following:
- A. Arvada's solicitation entitled 23-VCN-027, Holistic Health and Fitness Park ("CSB"), including the drawing/design package dated March 29, 2023, exhibits, and/or addenda.
 - B. Contractor's Response to CSB, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond ("Contractor's Response");
 - C. Notice of Award;
 - D. Performance and Payment Bond;
 - E. Notice(s) to Proceed;
 - F. Change Orders (if any);
 - G. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated July 26, 2022;
 - H. Requests for Information and Responses (if any);
 - I. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if applicable).
- 1.5. **Interpretation of Contract Documents.** In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order: (1) the Agreement; (2) Arvada's CSB; (3) City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements; (4) Change Orders; (5) Contractor's Response;; (6) Requests for Information and Response.

ARTICLE 2. ARVADA'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- 2.1. **Project Information.** Contractor acknowledges that Arvada has provided Contractor with information regarding Arvada's requirements for the Project as set forth in the Contract Documents, including Project Specifications.
- 2.2. **Arvada's Budget.** Arvada has established, and will update, an overall budget for the Project, including amounts allocated for construction, Arvada's other costs, and reasonable contingencies related to these costs as appropriate.
- 2.3. **Arvada's Representative.** Arvada will designate a representative authorized to act on Arvada's behalf with respect to the Project.
- 2.4. **Purpose of Arvada's Review.** Arvada's review, inspection, or approval of any work, Testing Documents, Applications for Payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Arvada's standards, policies and requirements. No review, inspection, or approval by Arvada of such work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its construction services. Approval by any governmental or other regulatory agency or other governing body of any work, Testing Document, or the Construction Documents shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement. Payment by Arvada pursuant to the Agreement shall not constitute waiver of any of Arvada's rights under the Agreement or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Arvada. Notwithstanding the foregoing, reasonable notice shall be given by Arvada to the Contractor if Arvada becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

ARTICLE 3. CONSTRUCTION SERVICES REQUIREMENTS AND STANDARDS

- 3.1. **Quality of Construction Services.** Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. Contractor shall provide construction services that meet all industry standards, including all environmental and regulatory requirements. Arvada will provide and be responsible for all material testing and all other testing if needed.
- 3.2. **Arvada's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven calendar day period after written notice from Arvada to commence and continue correction of such default or neglect with diligence and promptness, Arvada may after such seven-day period, without prejudice to other remedies Arvada may have, correct such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor

shall pay the difference to Arvada within ten days of receipt of an invoice for such amounts from Arvada.

- 3.3. **Legal Standard.** Contractor shall furnish construction services in accordance with industry standards currently practiced by construction professionals on projects similar in size, complexity and cost to the Project.
- 3.4. **Construction Standards.** Contractor shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, and the requirements set forth in the Contract Documents. In addition, the Contractor's work shall comply with all applicable building codes, accessibility laws and regulations, environmental regulations, and other applicable legal requirements in effect at the time of the work. To the extent Arvada's standards exceed applicable legal requirements, such standards shall be met unless Contractor obtains a variance from Arvada in writing.
- 3.5. **Permits.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the development of the Project and shall obtain the same at the times necessary to meet the Project schedule. Contractor's responsibility includes providing environmental services and permitting coordination as further described in the Contract Documents.
- 3.6. **Notice of Non-Compliance.** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Arvada, and shall at once report to Arvada any errors, inconsistencies or omissions discovered as well as any foreseeable constructability issues arising from the project specifications and/or site conditions. If the Contractor performs any construction activity knowing or should have known it involves an error, inconsistent, omission or constructability issue in the Contract Documents without such notice to Arvada, the Contractor shall assume full responsibility for such performance and shall bear the full costs for correction, including reimbursement for any delay caused to the Project.

ARTICLE 4. CHANGES TO THE WORK

- 4.1. **Field Engineered Changes.** Arvada may modify the construction plans including changing the slope and alignment of flow lines and appurtenances or modifying other improvements as necessary to accommodate construction around existing utilities or other field conditions. No additional compensation shall be made for minor costs and inconveniences incurred while performing field engineering changes as directed by Arvada or its Consultant. No additional compensation shall be made for any down time encountered while Arvada determines what field engineered changes would be appropriate to accommodate construction around existing utilities or other field conditions. Reasonable time must be allowed for Arvada or its Consultant to design field engineered changes. Any additional costs for performing field engineered construction changes to accommodate existing utilities or other field conditions and for also allowing

Arvada reasonable time to design field engineered changes as necessary to complete the work shall be considered a subsidiary obligation of the contract.

- 4.2. **Pre-Construction Meetings.** Contractor agrees to assist in the preparation for and to participate in any pre-construction meetings with Arvada.
- 4.3. **Arvada Change Orders.** Arvada may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.
- 4.4. **Contractor Requested Change Orders.** The Contractor may request a Change in the Work ("Requested Change Order"), including one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.
- 4.5. **Change Order Contents.** Any Requested Change Order shall include (a) a detailed description of the requested change to the original contract; (b) itemized documentation of any subcontractor costs; (c) the total costs associated with the proposed change; (d) the impact on the project completion date, if any, associated with the proposed change; and (e) a statement of the contractual basis for the requested change.
- 4.6. **Basis for Change Order Requests.** The following may be considered a valid basis for requesting a Change Order: (a) Contract Document error or omission; (b) Arvada induced enhancement; (c) unforeseeable constructability issue; (d) unforeseeable geotechnical issue. The following will not be considered a valid basis for requesting a Change Order absent extraordinary circumstances: (a) utility relocation; (b) utility conflicts; (c) foreseeable geotechnical issue; (d) foreseeable constructability issue; (e) defective construction.
- 4.7. **Written Authorization Required.** The Contractor shall not proceed with any change in the Work without the appropriate written authorization.

ARTICLE 5. SUPERVISION AND CONSTRUCTION PROCEDURES

- 5.1. **Supervision.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters.
- 5.2. **Acts and Omissions of Subcontractors and Agents.** The Contractor shall be responsible to Arvada for acts and omission of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor

- 5.3. **Inspection and Subsequent Work.** The Contractor shall be responsible for inspection or portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

ARTICLE 6. COMPENSATION.

- 6.1. **Completion of Services.** Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada's timeframe and monetary limitations set forth below:

6.1.1. Contractor shall commence the Work required by the Contract Documents within seven calendar days after the date of the Notice to Proceed unless otherwise mutually agreed-upon by the Parties in writing;

6.1.2. Contractor shall complete the Work required by the Contract Documents by **June 30, 2024**, unless the period for completion is extended otherwise by the Contract Documents;

6.1.2.1 A daily charge will be made against the Contractor for each calendar day, including free time, that any Work remains uncompleted after the June 30, 2024, per the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated July 26, 2022, Section 1121.07. This daily charge, determined by this Agreement's contract amount for the Project from the table below, will be deducted from any money due the Contractor. This deduction will be considered liquidated damages, not a penalty.

From More Than	To and Including	Daily Charge
\$0	\$150,000	\$500
150,001	250,000	600
250,001	500,000	800
500,001	1,000,000	1,400
1,000,001	2,000,000	2,000
2,000,001	4,000,000	3,300
4,000,001	10,000,000	3,900

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

- 6.1.3. **Compensation Amount.** Contractor agrees to perform the Work for an amount not to exceed **\$3,172,370.00**.
- 6.2. **Term.** The term of the Agreement shall be for 3 years from Arvada's execution of the Agreement, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under the Contract Documents. This term includes the time reserved for completion of the Work for the Project as stated in Sec. 6.1.2, and a 2 year warranty period in which Contractor shall guarantee its Work.

- 6.3. **Additional Services.** While Arvada has listed its major requirements for its solicitation in the Contract Documents, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the Bid Schedule amounts contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.
- 6.4. **Payment for Services.** At least twenty (20) calendar days before the date established for each monthly progress payment, the Contractor shall submit to Arvada an itemized Application for Payment for construction completed in accordance with the Bid Schedule. Such application shall be supported by such data substantiating the Contractor's right to payment as Arvada may require, such as copies of invoices or requisitions from subcontractors and material suppliers and reflecting retainage. Arvada shall pay NET 30 for services performed in accordance with the Bid Schedule and with this Agreement, but in no event shall the total Contract Amount exceed \$3,172,370.00 absent a properly executed Change Order. Measurement of the work performed and monthly payment shall be made in accordance with requirements of the Measurement and Payment Section in the Contract Documents unless otherwise specifically provided herein.
- 6.5. **Non-Conforming Materials or Construction.** Where materials installed or the finished product fails to meet minimum requirements or design of the Contract Documents, the basis of determining final payment to the Contractor shall be determined in accordance with the decrease in quality, design, or other such remedy as Arvada determines.
- 6.6. **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 be paid NET 30 days. Invoices will accurately reflect actual work completed by Contractor and its subconsultants or subcontractors.

ARTICLE 7. MISCELLANEOUS.

- 7.1. **Waiver.** No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.
- 7.2. **Strict Compliance.** No failure of Arvada to insist upon strict compliance by the Contractor with any provision of the Contract Documents shall operate to release, discharge, modify, change or affect any of the Contractor's obligations.
- 7.3. **Successors and Assigns.** Arvada and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other parties with respect to all covenants of this Agreement. Contractor shall not assign (whether partially or wholly) this Agreement whether by operation of law or otherwise, without the written consent of

Arvada. If Contractor makes an assignment in accordance with this provision, Contractor shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed in writing by Arvada.

- 7.4. **Additional Documents.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
- 7.5. **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. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.
- 7.6. **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.
- 7.7. **Integration, Amendment, and Severability.** This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
- 7.8. **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 electronically, or 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 electronically sent or when deposited in the United States mail.
- 7.9. **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, 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.
- 7.10. **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:

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

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

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]

DATED this _____ day of _____, 2023.

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: _____

**ARROW-J LANDSCAPE AND DESIGN,
INC.**

Tim Ryan, President
tryan@arrowj.com

EXHIBIT A
AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
ARROW-J LANDSCAPE AND DESIGN, INC. FOR THE CONSTRUCTION OF
HOLISTIC HEALTH AND FITNESS PARK, PROJECT NO. 23-VCN-027, IN AN
AMOUNT NOT TO EXCEED \$3,172,370.00

CITY OF **ARVADA** **COMPETITIVE SEALED BID**

BID #: 23-VCN-027
Title: Holistic Health and Fitness Park
CSB Issued: 4/13/2023
Pre-bid Meeting: 4/20/2023 - 10:00 a.m. MT
 Location: 19275 W 55th Ave., Arvada, CO 80002 (W 55th Ave. and Miller St.)
Questions Deadline: 4/27/2023 - 2:00 pm MT
 Submit questions on BidnetDirect.com.
Bids Due By: 5/18/2023 - 2:00 pm MT
Delivery Date: 90 days after notice to proceed
Bid Delivery address: [online at bidnetdirect.com](https://www.bidnetdirect.com)
 Questions and submission documents must be uploaded to
<https://www.bidnetdirect.com>.
 Submit bid as one (1) PDF file. Company name must start the file name.
 Late responses will not be considered for award.

For additional administrative information NOT related to the project contact: Cheryl Dye, cdye@arvada.org

Documents included in this BID:

Cover Page	page 1
Advertisement for Bidders	page 2
General Terms and Conditions	page 3
Special Terms and Conditions for Bidders	page 5
Insurance Requirements	page 8
Project Special Provisions	page 9 -25
Submittal Forms to be completed and returned	
• Bid	page 26
• Bid Proposal	page 27
• Bid Schedule	page 28
• Required Contractor Submittal Form	page 29
• Performance Measures Form	page 29
Preview of Documents if Awarded	page 31

ARVADA'S VISION MISSION AND VALUES

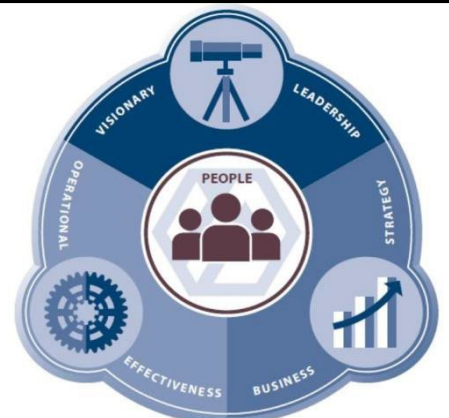
VISION: We dream big and deliver.

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

VALUES:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives. **Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.

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



ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No. CSB 23-VCN-027 Project Title: HOLISTIC HEALTH & FITNESS PARK

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 4/13/2023

ESTIMATED APPROXIMATE QUANTITIES OF THE MAJOR ITEMS OF WORKARE:

Concrete Paving	13,750 SF
Grading	1 LS
Irrigation System	1 LS
Trees	53 EA
Shrub Beds	1,850 SF
Native Seed	75,200 SF
Bluegrass Sod	22,500 SF
Site Furniture	32 PCS
Site Lighting	1 LS
Boulders (Landscape)	13 EA
Shade Structures	2 EA

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

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements*, dated July 26, 2022, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of \$50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at www.arvada.org. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: _____

CITY OF ARVADA

Enessa Janes
Director
Department of
Vibrant
Community and
Neighborhoods
8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

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

2. TAXES. The City of Arvada is not subject to taxation. Contractor shall not invoice Arvada for any state, federal or local taxes whatsoever. Upon written notification by the City of Arvada, Contractor shall reimburse the City of Arvada in a timely manner for any taxes erroneously paid by the City of Arvada. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Arvada is 98-01789-0000. An exemption certificate will be provided, where applicable, upon request.

3. NO INDEMNIFICATION BY ARVADA. The City of Arvada is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada does not indemnify Contractor or anyone else under this Agreement.

4. INDEMNIFICATION OF CITY.

A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.

(or)

B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

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

6. CONFIDENTIAL DOCUMENTS. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. 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. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. ACCESSIBILITY COMPLIANCE.

- 23.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 *et seq.*) ("CADA"), which requires all digital and online platform and content providers to comply with the minimum *Accessibility Standards for Individuals with a Disability*, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S. §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.
- 23.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum *Accessibility Standards for Individuals with a Disability* at all times.
- 23.3 Contractor shall indemnify, save, 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) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (1.2) above.
- 23.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (1.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

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 Bidnet direct 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 issue intent to award on the Bidnetdirect.com web site. The vendor who is named as the intent to award Contractor must submit the physical Bid Bond within 10 days or the intent to award may be revoked. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

5. POWER OF ATTORNEY. Attorneys-in-fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. QUALIFICATION OF BIDDER. The City may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract Agreement and to complete the work contemplated therein. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

7. AWARD OF CONTRACT. Bids shall be awarded to the lowest-priced responsible and most responsive bidder whose bid meets the requirements and criteria set forth in the CSB within the limits of funds available and that best serves the City's interest. The City, within seven (7) calendar days of receipt of acceptable Contract Security and triplicate copies of the Contract Agreement, signed by the Bidder to whom the Contract was awarded, shall sign the Contract Agreement and return to the Bidder an executed copy of the Contract Agreement. Should the City not execute the Contract Agreement within such period, the Bidder may, by written notice, withdraw his signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

8. NOTICE OF AWARD AND FAILURE TO ENTER INTO CONTRACT. The party to whom the Contract is to be awarded will be required to execute the Contract Agreement in triplicate, obtain Certificates of Insurance and a Performance and Payment Bond, as Contract security, within five (5) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract Agreement and the necessary Performance and Payment Bond forms. In case of failure of the bidder to execute the Contract Agreement and provide satisfactory Insurance and Contract Security, the City may at his option, consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the City.

9. CONTRACT DOCUMENTS. The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", dated January 12, 2016, which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

10. TERM OF CONTRACT. This contract shall commence on the date of the purchase order or contract execution and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Bid have been accepted by the City's authorized representative. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

11. PRICING SHALL BE FIXED AND FIRM. The prices offered by the Contractor shall remain fixed and firm for at least 90 ninety days. No changes in the Bid shall be allowed after the date and time of the Bid deadline due to error by the Contractor.

12. CONTRACT SECURITY. A Performance and Payment Bond, on the form attached to these contract documents, in the amount of 100% of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract.

13. NOTICE TO PROCEED. The Notice to Proceed shall be issued within seven (7) calendar days of the execution of the Contract Agreement by the City. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. In the event the Notice to Proceed has not been issued within the seven day period or within the period mutually agreed upon the Contractor may terminate the Contract Agreement without further liability on the part of either party.

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

Modifications to Bids- Changes to the Bid after the submission deadline shall be allowed only when the Contractor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the Contractor's name, address, Solicitation Number and title included.

Withdrawal of Bids- If a Bid is withdrawn by Contractor after the Bid Opening, the City may, at its option, suspend the Contractor for a six (6) month period following the withdrawal. Withdrawal of the Bid after the Bid Opening will result in the Contractor forfeiting the provided Bid Bond.

15. REJECTION OF OFFERS BY CITY.

- A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:
- 1) The Contractor misstates or conceals any material fact in its Proposal;
 - 2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
 - 3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;

- 4) The Bid does not include documents which are required for submission with the Bid; or
 - 5) The Bid has not been executed by the Contractor through an authorized signature.
- B. The City may, at its sole and absolute discretion:
- 1) Reject all or parts of Bids submitted by prospective Contractors;
 - 2) Re-advertise this Solicitation;
 - 3) Postpone or cancel the Solicitation;
 - 4) A Bid may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

16. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Contractors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Bid, it shall be agreed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

17. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED. Bids will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Contractors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

18. ELECTRONIC PAYMENT METHODS - CITY OF ARVADA SINGLE USE ACCOUNT.

Contractors are encouraged to consider the following method of payment.

Single Use Account: The City incorporates the use of Single User Accounts as an option to seamlessly process payment of larger dollar purchase orders and contracts to vendors/contractors/providers. A secure, one-time payment transaction account processes to pay invoices via the Contractor's merchant bank. Invoice payments have an enhanced speed-of-pay cycle that can significantly benefit cash flow.

19. CONDITIONS OF WORK AND OBLIGATION OF BIDDER. Each Bidder is responsible for independently inspecting the site and for reading and being thoroughly familiar with the Contract Documents and for providing the names of major suppliers and sub-contractors in the space provided on the Bid Proposal form. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid Proposal.

20. CONTRACTOR LICENSE. The Contractor to whom the contract is awarded and any subcontractors employed by the Contractor must have or acquire the appropriate Contractor's license issued by the City of Arvada Engineering Division, including submittal of license bond, necessary insurance certificate, and license fee before initiating any work. The Contractor and any subcontractors will also be required to obtain a no charge Public Improvements Permit from the City of Arvada Engineering Division prior to initiating any and all work on this project.

21. PERFORMANCE MEASUREMENTS FOR SERVICES MORE THAN \$15,000.

The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, RFIs, ASIs, change orders, pay requests and close out documents, (e) fair and justifiable change orders, (f) responsiveness and follow through on requests.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

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 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 \$2,000,000 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 (\$1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- 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.23-VCN-027 , Project Title: Holistic Health and Fitness Park

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 of Standards and Specifications.

SC-2 MEASUREMENT AND PAYMENT:

Measurement of the Work performed and Payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the Contract Documents or as hereinafter stated in the Special Conditions.

SC-3 SERVICE INTERRUPTION:

The Contractor shall notify all parties that will be affected, two hours prior to the time he will disconnect or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All service so interrupted or damaged shall be immediately repaired and service restored. No service shall be left inoperative overnight.

SC-4 NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT:

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

SC-5 PRE-BID CONFERENCE:

An optional Pre-Bid Conference will be held at 10375 West 55th Avenue, Arvada, Colorado, 80033 on **April 20, 2023 at 10:00 am (MT)** for the purpose of disseminating additional information and clarifying existing information about the project.

SC-6 PRE-CONSTRUCTION MEETING:

Within two weeks following the date of the Notice of Award, a Pre-Construction Conference will be held in the Project Manager's office to review the Contractor's Construction Schedule. The Contractor and all available subcontractors will attend.

SC-7 PROJECT MANAGER/OWNER'S REPRESENTATIVE:

The Project Manager or Owner's Representative is the authorized representative of the Owner assigned to the project site or any part thereof. Project Manager will be interchanged for Project Engineer in the City Standard Specifications.

SC-9 PROTECTION:

Water Protection: Contractor shall, at all times, protect excavation, trenches, and structures from damage from rain water, spring water, ground water, backing up of drains and sewers, and all other water. He/she shall provide all pumps and equipment to provide this protection.

Temporary Drainage: Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water. Water may be drained to adjacent properties only upon approval from the Owner.

SWMP: Contractor to follow all requirements set out in the storm water management plan and as agreed to when obtaining permit with no exceptions unless approved by Owner.

SC-10 LOSSES FROM NATURAL CAUSES:

All loss and damage arising out of the nature of the work to be done, or from the action of the elements or from floods or overflows, or from ground water or from unusual obstruction or difficulties, which may be encountered in the prosecution of the said work, shall be sustained and borne by the Contractor at his own expense.

SC-11 ESTIMATED QUANTITIES:

The Contractor agrees that the quantities of work as stated in his/her proposal and bid, or indicated on the plans, are only approximate, and that during the progress of the work the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities; and the Owner reserves the right to add to or subtract from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this contract, which is not actually performed, and which has not actually entered into the construction of said improvement.

SC-12 TAXES:

The Contractor will pay all applicable sales, use and other similar taxes required by the laws of the State of Colorado. Notwithstanding the above, the Contractor shall obtain from the Department of Revenue a Certificate of Exemption indicating, where applicable, that the

Contractor's purchase of construction or building materials is for use in the building erection, alteration or repair of public works owned and used by the City of Arvada, in its governmental capacity. Where a transaction is exempt from such tax, the amount of such tax shall not be included in any bid proposal.

Where taxes are required 30 days or more before the date set forth for final payment, the Contractor shall furnish the Project Manager, in triplicate, and on City of Arvada Engineering Department Form ED-A-76 and ED-5-76, certified receipts of sales, use and other similar taxes, required by law, paid on all materials and equipment incorporated in or used in the performance of the work.

SC-13 IRRIGATION CONTROLLER:

N/A. See SC-26.

SC-14 CONTROL WIRE/EXTRA WIRE:

The Contractor will furnish and install a #14 copper UF red common control wire to each automatic control valve location on the drawings, a #12 UF white control wire continuous from the controller to each automatic valve location. The Contractor to furnish four (4) black #14 Copper UF spare control wires and two (2) Yellow #12 Copper UF spare common wires (Total of 6 spares) from the controller to the end of each capped main. (See irrigation specifications for further detail.)

SC-15 NEW SLEEVE CONSTRUCTION:

The Contractor will furnish and install new sleeving where shown on the drawings. The sleeves will be installed to the pipe diameter and depth shown on the drawings and specifications prior to installation of new flatwork. Each new sleeve will extend eighteen inches past each edge of the new surface. Each sleeve location will be marked by a one-inch deep, two-inch long notch in the concrete (Consult irrigation section for additional detail.) The Contractor is responsible for locating all utilities.

SC-16 STORAGE:

A storage trailer and/or construction staging area will be allowed on the site. This facility will only be allowed during the period of active construction by the General Contractor and his/her subcontractors. The location of the trailers and/or construction yards must be approved by the Project Manager prior to the contractor moving onto the site.

SC-17 SUPERVISION & EXPEDITING:

Unless noted otherwise, all Contractors shall place orders for materials and equipment immediately upon receipt of contracts, and follow-up vigorously to insure adequate and timely supply to the work and shall perform all tracing and expediting operations. The General Contractor shall arrange to have all subcontractors on the job at the proper times to avoid delays and they shall attend any scheduled job meetings.

SC-18 SIGNS:

The General Contractor shall maintain the premises free from advertising and see that no signs are erected except those mandated by Federal or State agencies. The Owner reserves the right to put up such signs or notices as deemed proper.

SC-19 FINAL CLEANING:

The Contractor shall remove all marks, stains, fingerprints, and other soil or dirt from all painted, decorated, and stained work. Contractor shall remove all temporary protections and shall clean and polish all resilient surfaces at completion. All concrete surfaces are to be left clean and free of any tire marks or rubbings. All site furniture, playground equipment, site structures, and site signage shall be cleaned and free of any marks, stains, graffiti, scuffing, and blemishes.

SC-20 ROUGH GRADING:

The following requirements are to be considered as supplementary to City of Arvada Standard Specifications: Excavation and Grading.

General Site Grading: All designated areas are to be graded to true and even surfaces, to uniform slopes between grade elevations given. No excess material will exist from excavations and grading.

Compaction: Soil under all concrete pavements is to be compacted to 95% Standard Proctor Density unless noted otherwise and in open park areas to 85% Standard Proctor Density with 2% of optimum moisture content.

The Contractor will mow and remove the top 8" of existing grasses from the site. Any remaining grasses may be buried in approved non-structural fill section, minimum 12" cover. Stockpile topsoil on the project site in area approved by Owner. After all structural elements (e.g. walls, paving, edging, etc.) have been installed, the first priority for this soil will be the planting beds. The Contractor will be required to remove any debris encountered interfering with construction, if encountered. All excess dirt removed during construction will be disposed of at the contractors' expense on-site and included in the Rough Grading bid item.

The Contractor shall place stockpiled topsoil back over the site upon grading of subgrade to approximate grades and after installation of structural elements. Topsoil shall be spread evenly and uniformly to final rough grade. If excess topsoil remains, it will be spread evenly throughout the grass areas.

All areas are to be raked by hand or mechanical means after soil improvement, to smooth and uniform conditions, free from bumps, rocks and clods over 2" in diameter. Puddling or negative drainage occurring up to one year after the date of acceptance must be promptly adjusted by Contractor, at no additional cost. Final rough grade will be within 1/10th of a foot of proposed contours as shown on plans. Grades under proposed hard surfaces will be $\pm .05$ of a foot. Surfaces shall be left smooth, clean and even, graded to drain and to fit into any undisturbed surrounding terrain. All trash and debris shall be removed from site by the Contractor at the Contractor's expense.

Earth that has been rendered unfit to receive planting due to concrete, water, mortar, limewater, or other deleterious substances dumped on it, shall be removed and replaced with clean topsoil at the Contractor's expense.

SC-21 FINE GRADING:

The following requirements are to be considered as supplementary to City of Arvada Standard Specifications: Excavation and Grading.

General Site Grading: All designated areas are to be graded to true and even surfaces, to uniform slopes between grade elevations given. No excess material will exist from excavations and grading.

Any areas upon completion of grading that contain weeds or undesired grasses will be tilled to eliminate all vegetation prior to fine grading and seeding.

Fine grading is considered to be preparation for installation of seed or shrub planting in beds after the rough grading and soil preparation is completed. The Contractor will complete the topsoil installation, spread the topsoil (rough grading), install the irrigation system, install soil amendments and till (see soil amendment and bed preparation). The Contractor will then rake to grade and remove rocks over 1" in diameter from the soil mix.

All areas are to be raked by hand or mechanical means after trenching and soil improvement, to smooth and uniform conditions, free from bumps, rocks and clods over 1" in diameter. Puddling or negative drainage occurring up to one year after the date of acceptance must be promptly adjusted by Contractor, at no additional cost. Finish grade will conform to the proposed contours and elevations as shown on plans. Surfaces will be left smooth, clean and even, graded to drain and to fit into any undisturbed surrounding terrain. All trash and debris shall be removed daily from all work areas within the right-of-way by Contractor at his/her own expense. All irregularities in the ground surface shall be removed. Sticks, stones, debris and other similar material more than 1" in diameter shall be removed. Any objectionable depressions or other variances from a smooth grade shall be corrected.

Earth that has been rendered unfit to receive planting due to concrete, water, mortar, limewater, or other deleterious substances dumped on it, shall be removed and replaced with clean topsoil at the Contractor's expense.

SC-22 SOIL PREPARATION:

Separate areas are identified on the plans for specific soil amendment treatments and fine grading procedures. These procedures and materials area as follows:

MATERIALS:

Soil Amendments:

- Submit laboratory affirmation on any soil amendments specified.

Compost:

- A-1 Organics Compost, BIO Comp-Class 1, available from A-1 Compost, Eaton, Colorado, (303) 454-2213. Submit analysis for approval prior to delivery.

Gravel Backfill:

- Clean washed 1" – 1½" crushed rock backfill.

Preparation for Shrub Bed Areas:

- All bed areas will be over-excavated and will receive a minimum of 6" of on-site topsoil mixed with the specified soil amendments as specified. (Refer to landscape plan.)
- Loosen subgrade of lawn areas to a minimum, depth of 6" by rototilling. Remove stones over 1" in any dimension, sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted immediately.

- For planting areas, apply "Roundup" or equal short-term herbicide to inhibit unwanted plant growth prior to topsoil distribution. Apply in accordance with manufacturer's recommendations for this purpose and sufficiently in advance of planting to avoid damage to new lawns.
- Spread compost at a rate of 5 CY per 1000 SF in turf and shrub beds and 3 CY per 1000 SF in native areas (per code 1022.01) after topsoil is spread, till in thoroughly to a depth of 6", and bring to minimum depth required to meet lines, grades and elevations shown after natural settlement.
- Where topsoil is required, add soil amendments and place approximately one-half of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder.

SC-23 SEED SPECIFICATIONS:

Native Seeding (Refer to plans for mix design):

- Verify seed mix with Project Manager prior to ordering. Any seed mix not approved will be removed and replaced at the Contractor's expense.
- Arkansas Valley Seed Company
4625 Colorado Blvd.
Denver, CO 80216
303-320-7500

SC-24 MISCELLANEOUS LANDSCAPE MATERIALS:

Landscape Boulder Installation:

- The Contractor shall supply and install landscape boulders as shown on plans. The Landscape Architect will direct final placement of these boulders in all locations. The boulders shall be high quality Loveland Buff Sandstone as provided by Arkins Park Stone Co. in Loveland, Colorado or approved substitute. Contractor to submit samples for Landscape Architect/Project Manager approval.
- Prior to installation, the areas of placement (refer to plans) should be excavated so that the boulders, when backfilled, will appear partially buried. The Landscape Architect/Project Manager will coordinate placement of the boulders in the field.
- Contractor to ensure scarring of boulders during placement is kept to a minimum and any scarring to be placed away from direct viewing, when possible.

Anti-Graffiti Coating:

- The Contractor shall apply anti-graffiti coating to all walls, and landscape boulders as shown in plans.
- Contractor to use:
Sure Klean Weather Seal Blok-Guard as supplied by Rio Grande Company
201 Santa Fe Dr., Denver, CO 80223
Phone: (303) 825-2211
- Contractor shall select a test area for application prior to installation for approval.
- Contractor shall install Sure Klean Weather Seal Blok-Guard per manufacturer's recommendations.

SC-25 CONCRETE:

Scope of Work:

- This section includes but is not limited to furnishing all labor materials and equipment necessary for the completion of the following:
 1. All concrete flatwork and surface retarder
 2. All miscellaneous concrete such as footings, edging, supports, etc.

Winter Protection:

- Provide approved blankets and covers for all concrete work to adequately protect surfaces and materials from frost damage. Refer to the City's Engineering Specifications for further requirements.

Materials:

The Contractor will provide materials of the same brand and source throughout the project unless otherwise noted. Concrete will include the following materials:

- A. Portland cement - ASTM CI50, Type II, gray color.
- B. Aggregates for concrete - ASTM C33 normal weight. In addition, the combined aggregate shall comply with the following gradation, shown in percent passing.

Aggregate Size	
Sieve Size	3/4 Inch Maximum
3/4 Inch	90 - 100
3/8 Inch	60 - 80

No. 4	40 - 60
No. 8	30 - 45
No. 16	20 - 35
No. 30	13 - 23
No. 50	5 - 15
No. 100	0 - 5

More than two aggregates may be combined to meet this gradation requirement.

- C. Water - Clean and not detrimental to concrete.

Admixtures:

- A. General - Unless specified in the mix or directed otherwise, no admixtures shall be used without approval of the Owner's Representative. Do not use admixtures that would result in mixing water with a concentration of more than 150 ppm of chloride ion.
- B. Air Entraining - ASTM C260.
- C. Water Reducing - ASTM C494, Type A.
- D. Accelerator - Nonchloride, ASTM C494, Type C or E.
- E. Retarder - ASTM C494, Type B or D.

Concrete Mix:

- A. Mix concrete in accordance with ASTM C94. Provide concrete for the following characteristics:

Unit	Measurement
Compressive strength at 28 days	4,000 psi
Minimum cement	564 lb./cy
Maximum aggregate size for foundations and standard concrete paving	3/4 inches
Maximum aggregate size for exposed concrete	3/8 inches
Air entrainment for standard concrete	5 to 7 percent
Maximum water cement ratio	0.50
Coloring agent	None

- B. Pozzolanic mineral admixture is not permitted.
- C. Use accelerating admixtures in cold weather as directed in City Standard Specifications.
- D. Use set-retarding admixture during hot weather as directed in City Standard Specifications.
- E. Water reducing agent is permitted.
- F. Slump limits 2 inch to 4 inches.

Form Materials:

- A. Accepted Materials - Forms for surfaces exposed to view in the finished work shall be "plyform" grade plywood, metal forms, or concrete-form grade hardboard. Forms for surfaces not exposed to view and keys may be 2x lumber or any of the previously mentioned materials. Forms shall be straight and sufficiently stiff, and well braced to meet line tolerance specified. 1x material may be used for curves.
- B. Keyed Joint Form - Wooden key or leave-in-place metal construction joint form. In addition to the locations shown on the drawings, construction keys may be used in any location where the construction joint created by the key will not be exposed to view. Keys shall have beveled sides for each removal.
- C. Form Coatings - Commercial form-coating compounds that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- D. Ties and Spreaders - Use combined tie spreaders. Ties shall snap off minimum one inch below surface and leave a truncated cone home for patching. Do not use wire ties or wood spreaders where they would be incorporated into the final work.

Reinforcement:

- A. Reinforcing Steel - ASTM A615; 60 ksi yield grade; deformed billet-steel bars, epoxy coated finish.
1. Fabricate, position, and secure reinforcement bars, dowels, wire mesh and embedded items according to ACI 301 and ACI 315. Coordinate with other sections for locations, instructions, or equipment for embedded items.
 2. Welding reinforcement is not permitted.
 3. In the event of discrepancy, immediately notify the Owner's Representative. Do not proceed with installation in areas of discrepancy until discrepancy has been fully resolved.

4. Reinforcement partially embedded in concrete shall not be field bent, except as shown on the drawings or specifically permitted by the Owner's Representative.
5. After installation of concrete reinforcement is complete, coordinate review by the Owner's Representative before depositing concrete.
- B. Dowels - ASTM A615; 40 ksi yield grade, plain steel, uncoated finish, matched sleeve and cap one end. Provide dowel basket to hold dowels in parallel alignment.
 1. Grease sleeves, insert dowels and through form, secure dowel basket against movement.

Related Materials:

- A. Patching Mortar - Use same materials and proportionate as concrete to be patched, except:
 1. Omit coarse aggregate.
 2. Where surface is exposed to view, substitute White Portland Cement for a portion of gray cement and adjust amount of color agent to match the surrounding concrete
 3. Cement to sand ratio shall not exceed 1:2 1/2 by volume.
- B. Bonding Grout - One-part cement to one-part fine sand passing a No. 30 sieve, mixed to the consistency of thick cream.
- C. Expansion Joint Filler - ASTM D1752, closed cell polyethylene, 1/2-inch thickness.
- D. Expansion Joint Board - Non-bituminous, non-extruding expansion joint material. Use where specified conforming to ASTM 01752 (Homex 300, Grayflex).
- E. Curing Compound
 1. For standard concrete: white pigmented, wax-resin based compound, ASTM C309, Type II, Class B.
- F. Joint Sealant -
 1. Non-staining Polysulfide, Silicon, or Polyurethane Sealant: FS TT-S00227, Type II, nonsag, Class A; color to match adjacent concrete.
 2. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
 3. Joint Cleaner: Noncorrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
 4. Joint Backing: ASTM D1565; round, closed cell, polyethylene foam rod; oversized 30% to 50% larger than joint width.
 5. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

Joints:

- A. General - Place joints in accordance with ACI 301. Conform to the tolerances listed in the Specifications.
- B. Isolation/Expansion Joints - Isolation joint and expansion joint are synonymous for work covered in this section.
 1. Place caulked isolation joints where work abuts existing walls, curbs and structures, and where shown on the drawings.
 2. Interrupt reinforcement at isolation joint. Install dowels only where indicated on drawings.
 3. Joint filler shall extend full width of the member, except as required for sealant. Attach joint filler to first placement.
 4. Follow sealant manufacturer's recommendations for cleaning joint, placing backup rod and bond break, placing and finishing sealant. Sealant depth shall be half the width of the joint. Sealant shall be recessed below the edge of concrete joint. Install sealant only when temperatures are between 40° and 90°F.
- C. Keyed Construction Joints - Keyed joint and construction joint are synonymous for work covered in this section. Keyed joints may be placed at Contractor's option within the limits given in the form work paragraph of this section.
 1. Use 1 1/2" x 3 1/2" key, beveled to 15° for removal
 2. Continue reinforcing across joint
 3. Prior to placement of adjoining concrete, roughen surface to expose aggregate. Clean surface.
- D. Control Joint -
 1. Control joint shall penetrate 1/4 of slab thickness
 2. Tooled joints: Where permitted or required, control joints may be cut into the plastic concrete during finishing operations. Tooled joints shall be 1/4" radius, and shall not incorporate a troweled edge unless specifically noted on the drawings
 3. Formed control joints are permitted only in conjunction with keyed joints or as otherwise specified.

Finishes:

- A. Refer to drawing and pavement schedule in this part for locations of finish treatments.
- B. Float Finish - After surface stiffens enough to support the operation, float with hand floats or powered disc floater. Use magnesium float; do not use wood float on air entrained concrete, check surface planeness with a 10-foot straight edge, applied at not less than two different angles. Cut down high spots and fill low spots to produce a surface with Class B tolerance. Refloat the slab to a uniform sandy texture.
- C. Broom Finish - Immediately after the concrete has received a float finish, produce a coarse transverse scored texture by drawing a broom across the surface. Striations shall be perpendicular to the direction of traffic unless otherwise specified
- D. Surface Retarder - Contractor to use Dayton Superior "Top Cast" top surface retarder as supplied by Rio Grande Materials 303-825-2211. Contractor to install per manufacturer's recommendations
- E. Formed Finishes -
 1. Surfaces Not Exposed to View: Patch tie holes and defects. Chip off fins greater than 1/4 inch in height.
- F. Edges - Exposed edges of all surfaces shall be honed tooled with a 1/4-inch radius, unless otherwise specified

- G. Repair of Formed Surface - Repair surface defects, including tie holes, immediately after form removal.
1. Remove honeycombed and defective concrete. Provide slightly undercut edges. Moisten patch area and 6 inches surrounding. Apply bonding grout. Mix patching mortar at stiffest consistency that will permit patching. When bonding coat begins to lose its water sheen, place and strike off patch slightly higher than surrounding surface. Let stand for one hour prior to finishing. Cure for 7 days. Patches shall not exceed 2 SF in 1,000 SF of surfaces exposed to view.
- On surfaces exposed to view, test and adjust patching mortar for color match with the surrounding surface when cured and dry. If surface is to receive a sandblast or tooled finish, add coarse aggregate to patching mortar in same course to final aggregate ratio as the surrounding concrete. Do not use metal tools for finishing a patch in a surface exposed to view.
2. Tie Holes: Clean, dampen and fill with patching mortar.
- H. As-Case Finishes -
1. Rough Form Finish: Patch defects and tie holes. Break off fins exceeding 1/4 inch.
 2. Smooth Form Finish - Ensure form work is symmetrical and composed of large, sound panels. Patch defects and tie holes. Remove fins.

Anchorage:

- Where anchors are not required to be embedded, drill another hole and grout anchor with non-shrink grout. Anchor systems using pre-proportioned epoxy capsules may be used if it is demonstrated that pull-out strength is equal to grouted. Clean excess grout and epoxy from surface. Expansion anchors are not allowed.
- Sanitation: Under no circumstances shall operators of ready-mix concrete trucks be permitted to flush tanks onto park property after depositing their load. If this occurs, Contractor, at his sole expense, will be required to excavate the area to remove all traces of cement, gravel, limewater, etc., haul away resulting damaged soil, replace topsoil from off-site sources and reseed or otherwise restore the area to the satisfaction of the Owner.
- Standard Specifications - See City of Arvada Engineering Code of Standards and Specifications for the design and construction of public improvements for further detail.
- Inspection - Ample notice (24 hours) shall be given the Project Manager to examine all forms and reinforcement before the concrete is poured and to observe the pouring and finishing of concrete.
- Match Existing Grades - Where new concrete flat work abuts existing walks, pavements or curbs, grades shall match evenly.

Supplementary Reinforcement:

- A. Fiber Mesh - Fiber Mesh Synthetic Reinforcing Fibers: Fiber mesh 3/4-inch synthetic reinforcing will be used. This material will be used in all concrete applications. Engineered synthetic reinforcing fibers shall be 100% polypropylene collated, fibrillated fibers. Fiber length and amount per manufacturer's recommendations shall correspond with the concrete mixture. The fiber manufacturer or approved distributor shall provide the services of a qualified technician for a pre-job meeting, and initial job start up.

Physical properties of the fibers shall be as follows:

Specific gravity:	0.91
Modulus of elasticity:	0.5 X 10 to 0.7 X 10 psi
Tensile strength:	70 to 110 ksi
Length:	3/4-inch

The fiber manufacturer shall certify that all polypropylene fibers meet the physical properties and are specifically manufactured for use in concrete from virgin polypropylene, containing no reprocessed olefin materials. If the fiber manufacturer is other than the brand name listed on the literature and packaging, the certification must be from the original manufacturer of the fibers. The fiber manufacturer will supply an evaluation from the Council of American Building Officials that states that this fiber will control shrinkage, thermal cracking and is a suitable alternative to welded wire fabric.

- B. Wire mesh - Reinforcing welded-wire steel mesh, 10-gauge, 6 inch by 6 inch spacing, meets ASTM A-82 specifications for cold-drawn wire and ASTM A-185 specifications for welded-wire fabric for concrete reinforcement. - ADD ALTERNATE (see Bid Schedule)
- C. Execution - All fibers shall be added at the concrete batch plant to assure uniform and complete dispersion of the collated-fibrillated fiber bundles into single monofilaments within the concrete.
- D. Application - Fibermesh will be used in all concrete applications unless otherwise specified.

SC-26 IRRIGATION CONTROLLERS, FLOW SENSORS, R.P.B.P.:

The City will purchase and furnish the permanent IRRInet Irrigation Controller. The Contractor will provide all materials and labor including, but not limited to, install of city-furnished controller, all electrical connections, foundation pads, conduit and necessary installation (and materials) wiring connections, etc. to provide a fully operational irrigation controller. The Contractor will provide the specified flow sensor with 4 wires each. Contractor will also install four (4) black #14 Copper UF spare control wires and two (2) Yellow #12 Copper UF spare common wires (Total of 6 spares) throughout the system for future additions. The Contractor is responsible for all winterization and spring start-up

procedures, if applicable. (Refer to the drawings and specifications for further detail.) The Contract will provide a temporary controller during the maintenance period. This period relates to turf establishment. The Contractor will maintain the site until completion of the second mowing of the bluegrass and acceptance of the turf by the City.

All sleeves will be schedule Class 200, laterals to be CL 200 and mainline after R.P.B.P. to be CL 200 PVC.

The Contractor will adhere to all specifications in Section 40 titled "Irrigation Systems" (attached) in the "City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements."

SC-27 PLAYGROUNDS:

Playground Barricading:

- The Contractor shall be responsible to barricade playground equipment or provide necessary security to prevent the playground from being used until it is fully accepted by the Project Manager. Minimum 6' high chain link panel fencing to be used with a controlled/lockable entry point.

Play Equipment:

All play equipment must satisfy the following requirements:

- A. CPSC Compliance of Components: All of the playground equipment shall be in 100% compliance of the CPSC Guidelines described in the Information to Bidders. Manufacturer must supply a notarized affidavit stating this. If the manufacturer cannot comply 100% with the Guidelines, a report shall be submitted that defines what steps should be taken to make the specified playgrounds 100% in compliance.
- B. Installation: All installation practices and requirements by the manufacturer shall be followed. This shall include, but not be limited to, footing depth, equipment setbacks and deck heights. The final equipment configuration may be adjusted to satisfy Playground Manufacturer requirements, with approval by the Project Manager, to make the playground satisfy CPSC Guidelines.

SC-28 MANUFACTURER'S DESIGN AND PERFORMANCE:

The Contractor will coordinate the following requirements with the final play equipment vendor and submit to the owner, prior to playground installation, the following information for each new playground:

- A. A playground plan from an approved manufacturer that matches the City's design for each playground in this contract. The play equipment will be arranged on the plan to show any and all changes required by the manufacturer to safely place the required play equipment within the playground edge as shown on the City's plans. The plan will be to scale and indicate setback requirements and overall dimensions for all equipment.
- B. A certificate of insurance from the manufacturer that specifically protects the City of Arvada for products and general liability worth at least \$1,000,000 as issued by an underwriter that is at least AA rated.
- C. A manufacturer's Certification of Compliance with the CPSC guidelines for all playground equipment in the contract, including any play equipment in the playground plans as revised by the manufacturer and approved by the Project Manager.
- D. A manufacturer's statement about the population capacity and intended safe use of play equipment in each playground. This statement will include information about the manufacturer's recommended ages, sizes, and activities for user populations.
- E. A manufacturer's statement about cushion depth requirements for fine gravel under and around each play apparatus at each playground in this contract.
- F. A manufacturer's recommended inspection and maintenance schedule for each piece of play apparatus in each playground in this contract. Examples of this information can be reviewed with the Project Manager.
- G. A manufacturer's site inspection checklist that will be used by the Project Manager and the vendor (or approved representative) to verify that the installation is properly completed. (Once the site inspection checklist is completed to the satisfaction of the manufacturer and the Project Manager, the manufacturer will issue to the City of Arvada, a Warranty Validation Certificate confirming that the warranty is fully in force as soon as the completion of the construction is verified by the manufacturer or his/her representative to satisfy the manufacturer's specifications for installation.)
- H. All warranties from the manufacturer for all play equipment used in each playground for a minimum of one year on materials and ten years on Post and Deck Integrity. (The Contractor will separately guarantee workmanship for a minimum of one year).
- I. An amortization schedule by the manufacturer for all play equipment used in the project which projects the useful life of the individual play apparatus. (The schedule will be used by the Owner to plan long-term maintenance and related costs.) The amortization schedule will be based on professional design, proper installation that satisfies the manufacturer's site inspection checklist, "normal" maintenance (from the manufacturer's maintenance schedule as approved by the Project Manager), and "average" use based on intended population capacities and intended safe usage.

The Contractor and vendor are required to provide all elements from the previous list. Failure by the Contractor to provide any of the required elements will be sufficient basis for the City to withhold payment of the retainage for the Contractor's work. Failure by the manufacturer or distributor to supply their information to the Contractor and the Project Manager in a timely manner will reflect on the manufacturer or distributor in their efforts to qualify for the next bid.

SC-29 MINOR CONTRACT REVISIONS:

Miscellaneous modifications in the work, ordered by the Project Manager in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this item will be made in accordance with General Condition 2.16 and 2.17 of the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements.

SC-30 CRUSHER FINES PATH:

Part 1: General

DESCRIPTION:

The work of this section consists of furnishing and installing gravel trails.

RELATED DOCUMENTS:

The General Contract Conditions, Drawings, and Division - 1 Specification sections apply to work of this section.

SUMMARY:

- A. Related Work:
 - 1. Earthwork – Section 02300

SUBMITTALS

- A. Submit 1 gallon sample of crusher fines material for approval by Owner's Representative prior to delivery to site. If requested by Owner's Representative, submit multiple samples for color selection.

Part 2: Products

CRUSHER FINES TRAIL

- A. Crusher Fines material shall consist of fine mineral fragments resulting from rock crushing operations and shall meet the gradation shown in the following table:

<u>Sieve Size</u>	<u>Percent Passing</u>
1"	100
3/4"	100
1/2"	92
3/8"	84
#4	63
#8	45
#40	23
#100	14
#200	9.7

Part 3: Execution

INSTALLATION OF CRUSHER FINES TRAIL:

- A. Examine grades and installation conditions. Do not start construction of crusher fines surface until unsatisfactory conditions are corrected and approved by the Project Manager.
- B. Prepare and compact subgrade to 95% Standard Proctor density.
- C. Fill area with crusher fines to finish grade, min. 4 inches compacted thickness. Place in two separate lifts and compact each layer with a vibratory roller or other suitable compaction equipment.

CLEAN UP

- A. Maintain a neat and orderly work site at all times.
- B. Upon completion of temporary pedestrian access route, clean up area, remove tools, equipment, materials and debris.

SC-31 SUPPLEMENTARY MEASUREMENT AND PAYMENT:**BASE BID:****.01 – Mobilization and General Conditions**

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment shall be on a percentage of total job completion basis including compensation for all mobilization activities. (See standard City specifications for further detail)

Work: The work of this bid item includes, but is not limited to, all general conditions, mobilization costs, staging area, restoration of disturbed areas due to staging and general construction activities, protective construction fencing, temporary facilities, testing, potholing, vehicle tracking, dust control, permits, taxes, and fees.

.02 – Erosion Control

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work of this bid item includes, but is not limited to, application for and obtaining a CDPS Construction Activity Permit from the Colorado Department of Health and Environment (CDPHE), and implementation of the Erosion Control in accordance with the Contract Drawings and Specifications and the CDPHE regulations. Also included in the work is installation, maintenance and removal of temporary BMPs for erosion and sediment control and the services of a qualified Erosion Control Supervisor with duties as described in the Erosion Control Drawings. Excluded from this item is Native Seeding – Included in separate line item.

.03 – Construction Surveying and Staking

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work of this bid item includes, but is not limited to, all construction surveying required to complete project.

.04 – Traffic Control

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all temporary facilities, traffic control, permits, taxes, and fees.

.05 – Tree Protection

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work of this bid item includes, but is not limited to, all material, labor and equipment required to establish tree protection, and remove the tree protection at the end of the project. The unit price should also include the maintenance of the tree protection throughout the duration of the project as well as the labor, materials and equipment required to restore the site to its original condition.

.06 – Clearing and Grubbing

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work of this bid item includes, but is not limited to, all clearing and grubbing of surface vegetation, shrubbery, tree removals, and disposal of waste materials.

.07 – Site Demolition

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, labor and necessary equipment, saw-cutting and removal of existing curb and gutter, demolition and removal of concrete paving, wheel-stops, fencing, pedestrian ramps, asphalt pavement, removal of abandoned water lines and capping at main, riprap, flagpole, signage, trees, disposal of waste materials and any other items found on site that may interfere with placement of all proposed improvements.

.08 – Site Grading & Earthwork

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all materials and labor necessary for general excavation, protection and replacement of USGS benchmarks, striping and stockpiling of topsoil, general embankment, importing, exporting, backfill materials, compaction, placement of striped soils, rough and fine grading and incidental work, materials and labor necessary. This item is inclusive of all earthwork necessary on site.

.09 – Concrete Paving (Walks & Plaza Areas)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to install 6-inch depth concrete, sub-grade preparation, base course material and placement, formwork, Fibermesh reinforcement, concrete, finishing, saw cutting or hand-tooling (per plans), backfill along paving, disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation.

.10 – Asphalt Patch Back (Parking Lot)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to install asphalt for patch back purposes, sub grade preparation, saw cutting, finishing, backfill along edges, disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation.

.11 – Flagstone Pavers

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, sandstone slabs, crusher fines, leveling sand, roadbase, excavation, subgrade preparation, placement and all additional materials, labor and equipment necessary for a complete installation.

.12 – Concrete Paver Kit (Labyrinth)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, Labyrinth paver kit, excavation, subgrade preparation, leveling sand, masonry sand, roadbase, concrete edge, rebar (concrete edge), placement and all additional materials, labor and equipment necessary for a complete installation.

.13 – Parking Lot Striping

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to provide striping for the handicap parking stalls and "no parking" stripes within the parking lot, as shown on plans. This includes painted striping and HC symbol and all additional materials, labor and equipment necessary for a complete installation.

.14 – Structural Concrete (Stairs)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to provide structural concrete for stairs, sub-grade preparation, base course material, rebar, dowels, formwork, Fibermesh reinforcement, concrete material, finishing, saw cutting or hand-tooling (per plans), backfill along concrete, electrical conduit, expansion joint material and disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation. Handrail part of separate line item.

.15 – Boulder Retaining Walls

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to provide dry stacked sandstone slab boulder walls, sub-grade preparation, backfill behind boulders, filter fabric, drainage pipe, excavation, disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation.

.16 – Feature Boulder (Center Labyrinth)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to provide a large hand-selected Moss Rock feature boulder at center of Labyrinth, size per plan. Excavation, sub-grade preparation, backfill, disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation.

.17 – Landscape Boulders

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all sandstone boulders, excavation, subgrade preparation, placement, washing and all additional materials, labor and equipment necessary for a complete installation.

.18 – Concrete Edge – 6"x6"

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to install concrete edge, steel reinforcement, PVC weep holes (where necessary), sub grade preparation, formwork, Fibermesh reinforcement, finishing, backfill along edges, gravel sumps, disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation.

.19 – Site Lighting System

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, coordination with Xcel, electrical distribution, Xcel disconnect, conduit, wiring, meter, electrical panels, light fixtures, poles, shelter lights, bollards and all additional coordination, materials, labor and equipment necessary for a complete installation and fully operational lighting system.

.20 – Benches

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, benches, mounting hardware and all additional materials, labor and equipment necessary for a complete installation.

.21 – Trash Receptacle

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, trash receptacles, mounting hardware and all additional materials, labor and equipment necessary for a complete installation.

.22 – Picnic Table

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, picnic tables, mounting hardware and all additional materials, labor and equipment necessary for a complete installation.

.23 – Bike Rack

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, bike racks, mounting hardware and all additional materials, labor and equipment necessary for a complete installation.

.24 – Pet Station

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, waste bag dispenser and pole mounted trash can, mounting hardware and all additional materials, labor and equipment necessary for a complete installation.

.25 – Handrail

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to install prefabricated handrails, posts, mounting hardware, concrete caissons, mounting baseplates, coordination with manufacturer and all additional materials, labor and equipment necessary for a complete installation.

.26 – 3-Rail Wood Fence

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, posts & rail, connections, footings and all additional materials, labor and equipment necessary for a complete installation.

.27 – Parking Lot Signage

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to install parking lot signage, as shown on plans for a complete installation.

.28 – Shade Shelter - Large

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, a custom or prefabricated shade shelter (per plan), permitting, foundation, excavation, subgrade preparation, painting, sheeting, hardware, Colorado engineered and stamped fabrication shop drawings and all coordination, materials, labor and equipment necessary for a complete installation.

.29 – Shade Shelter - Small

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, a custom or prefabricated shade shelter (per plan), permitting, foundation, excavation, subgrade preparation, painting, sheeting, hardware, Colorado engineered and stamped fabrication shop drawings and all coordination, materials, labor and equipment necessary for a complete installation.

.30 – Entry Monument

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, steel material, fabrication, foundations, permitting, excavation, subgrade preparation, hardware and all coordination, materials, labor and equipment necessary for a complete installation.

.31 – Bluegrass Sod w/ Soil Prep

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, soil preparation, amendments, fine grading, sod, rolling, fertilizing and all materials, labor and equipment necessary for a complete installation.

.32 – Native Seeding w/ Hydromulch

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, soil preparation, amendments, fine grading, seed mix, hydromulch, fertilizing, broadcasting, and all materials, labor and equipment necessary for a complete installation.

.33 – Soil Preparation – Shrub Bed

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, amendments, fine grading, and all materials, labor and equipment necessary for a complete installation.

.34 – Deciduous Shade Tree

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, excavation, wire, straps, PVC pipe, plant material, fertilizers, tree stakes, wood mulch and all materials, labor and equipment necessary for a complete installation.

.35 – Deciduous Ornamental Tree

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, excavation, wire, straps, PVC pipe, plant material, fertilizers, tree stakes, wood mulch and all materials, labor and equipment necessary for a complete installation.

.36 – Evergreen Tree

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, excavation, wire, straps, PVC pipe, plant material, fertilizers, tree stakes, wood mulch and all materials, labor and equipment necessary for a complete installation.

.37 – Deciduous Shrub

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, plant material, shrub bed amendments, fertilizers, wood mulch around base of each shrub and all materials, labor and equipment necessary for a complete installation.

.38 – Evergreen Shrub

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, plant material, shrub bed amendments, fertilizers, wood mulch around base of each shrub and all materials, labor and equipment necessary for a complete installation.

.39 – Ornamental Grass

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, plant material, shrub bed amendments, fertilizers, wood mulch around base of each shrub and all materials, labor and equipment necessary for a complete installation.

.40 – Perennial

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work completed will be made at the contract unit price.

Work: The work in this bid item includes, but is not limited to, plant material, shrub bed amendments, fertilizers, wood mulch around base of each shrub and all materials, labor and equipment necessary for a complete installation.

.41 – Complete Irrigation System (Excluding Tap & Meter Pit)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, excavation, patching, laterals, mainline, valve boxes, wiring, spray heads, rotors, dripline, connections, trenching and all equipment, materials and labor to complete a fully functional irrigation system.

SC-32 SUPPLEMENTARY MEASUREMENT AND PAYMENT:

BID ALTERNATE #1:

.01 – Reflexology Path Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, concrete edge, steel reinforcement, PVC weep holes (where necessary), concrete paving, sub-grade preparation, base course material and placement, formwork, Fibermesh reinforcement, finishing, hand-setting stones, grouting, backfill along paving, disposal of excess excavated material, handrails, posts, mounting hardware, concrete caissons, mounting baseplates, coordination with manufacturer and all materials, labor and equipment necessary for a complete installation.

.02 – Reflexology Path Planting & Irrigation

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, amendments, fine grading, excavation, wire, straps, PVC pipe, plant material, fertilizers, tree stakes, wood mulch, patching, laterals, mainline, valve boxes, wiring, spray heads, rotors, dripline, connections, trenching and all materials, labor and equipment necessary for a complete installation.

.03 – Nature Play Area Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, concrete paving, sub-grade preparation, base course material, formwork, Fibermesh reinforcement, finishing, saw cutting or hand-tooling (per plans), backfill along paving, disposal of excess excavated material, crusher fines material, landscape fabric, compaction, grading, full-depth stabilizer additive, structural concrete, rebar, dowels, joint material, sandstone boulders, excavation, boulder placement, boulder washing, 4-inch thick gray concrete, multi-colored rubber surfacing material, rubber underlayment and all materials, labor and equipment necessary for a complete installation.

.04 – Nature Play Area Site Lighting

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, electrical distribution, conduit, wiring, light fixtures, all additional coordination and all materials, labor and equipment necessary for a complete installation.

.05 – Nature Play Area Site Furnishings and Misc. Items

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, black vinyl coated chainlink fencing system, mounting hardware & plates, equipment and materials necessary to install the play features and sensory elements as shown and described in the plans and specifications and as specified by the product supplier and manufacturer and all materials, labor and equipment necessary for a complete installation.

.06 – Upper Landscape Area Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, concrete edge, steel reinforcement, PVC weep holes (where necessary), sub grade preparation, formwork, Fibermesh reinforcement, finishing, backfill along edges, gravel sumps, disposal of excess excavated material, sandstone slabs, crusher fines, leveling sand, roadbase, excavation, material and all materials, labor and equipment necessary for a complete installation.

.07 – Upper Landscape Area Planting & Irrigation

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, amendments, fine grading, excavation, wire, straps, PVC pipe, plant material, fertilizers, tree stakes, wood mulch, patching, laterals, mainline, valve boxes, wiring, spray heads, rotors, dripline, connections, trenching and all materials, labor and equipment necessary for a complete installation.

.08 – Upper Landscape Area Site Furnishings and Misc. Items

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, the sensory play features as shown and described in the plans and specifications and as specified by the product supplier and all materials, labor and equipment necessary for a complete installation.

.09 – Crusher Fines Trail Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, crusher fines material, landscape fabric, compaction, grading, sub-grade preparation, full-depth stabilizer additive, backfill along edges, disposal of excess excavated material, concrete edge, steel reinforcement, PVC weep holes (where necessary), formwork, Fibermesh reinforcement, gravel sumps, dry stacked sandstone slab boulder walls, structural concrete for stairs, base course material, expansion joint material and all materials, labor and equipment necessary for a complete installation.

.10 – Crusher Fines Trail Site Lighting

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, electrical distribution, conduit, wiring, light fixtures, all additional coordination and all materials, labor and equipment necessary for a complete installation.

.11 – Crusher Fines Trail Site Furnishings and Misc. Items

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, prefabricated handrails, posts, mounting hardware, concrete caissons, mounting baseplates, coordination with manufacturer and all materials, labor and equipment necessary for a complete installation.

.12 – East Sidewalk Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, 6-inch depth concrete, concrete curb and gutter, sub-grade preparation, base course material and placement, formwork, Fibermesh reinforcement, finishing, saw cutting or hand-tooling (per plans), backfill along paving, disposal of excess excavated material, asphalt for patch back purposes, concrete chase as shown in the plans and specifications and all materials, labor and equipment necessary for a complete installation.

.13 – Kipling Street Connection Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, 6-inch depth concrete, sub-grade preparation, base course material and placement, formwork, Fibermesh reinforcement, concrete finishing, saw cutting or hand-tooling (per plans), backfill along paving, disposal of excess excavated material, structural concrete for stairs, dowels, expansion joint material, dry stacked sandstone slab boulder walls, backfill behind boulders, filter fabric, drainage pipe, excavation and all materials, labor and equipment necessary for a complete installation.

.14 – Kipling Street Connection Site Lighting

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, electrical distribution, conduit, wiring, light fixtures, all additional coordination and all materials, labor and equipment necessary for a complete installation.

.15 – Kipling Street Connection Site Furnishings and Misc. Items

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, benches, trash receptacles, mounting hardware, prefabricated handrails, posts, concrete caissons, mounting baseplates, coordination with manufacturer and all materials, labor and equipment necessary for a complete installation.

SC-33 SUPPLEMENTARY MEASUREMENT AND PAYMENT:

BID ALTERNATE #2:

.01 – Upper Retaining Wall Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, provide dry stacked sandstone slab boulder walls, sub-grade preparation, backfill behind boulders, filter fabric, drainage pipe, excavation, disposal of excess excavated material and all materials, labor and equipment necessary for a complete installation.

.02 – Upper Retaining Wall Site Furnishings and Misc. Items

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, posts & rail, connections, footings and all materials, labor and equipment necessary for a complete installation.

.03 – Outdoor Classroom Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, 6-inch depth concrete, sub-grade preparation, base course material and placement, formwork, Fibermesh reinforcement, finishing, saw cutting or hand-tooling (per plans), backfill along paving, disposal of excess excavated material, concrete edge, steel reinforcement, PVC weep holes (where necessary), gravel sumps, concrete pavers, leveling sand, masonry sand, provide dry stacked sandstone slab boulder walls, backfill behind boulders, filter fabric, drainage pipe, excavation and all materials, labor and equipment necessary for a complete installation

.04 – Outdoor Classroom Earthwork & Drainage

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all materials and labor necessary for general excavation, protection and replacement of USGS benchmarks, striping and stockpiling of topsoil, general embankment, importing, exporting, backfill materials, compaction, placement of striped soils, rough and fine grading and incidental work, materials and labor necessary.

.05 – Outdoor Classroom Planting & Irrigation

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, soil preparation, amendments, fine grading, sod, rolling, fertilizing, seed mix, hydromulch, broadcasting excavation, patching, laterals, mainline, valve boxes, wiring, spray heads, rotors, dripline, connections, trenching and all materials, labor and equipment necessary for a complete installation.

.06 – Restroom Enclosure Sitework and Hardscape

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, all materials, labor and equipment necessary to install 6-inch depth concrete, sub-grade preparation, base course material and placement, formwork, Fibermesh reinforcement, concrete, finishing, saw cutting or hand-tooling (per plans), backfill along paving, disposal of excess excavated material and all additional materials, labor and equipment necessary for a complete installation.

.07 – Restroom Enclosure Site Structure

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, prefabricated structure (per plan), permitting, foundation, excavation, subgrade preparation, hardware, Colorado engineered and stamped shop drawings and all coordination, materials, labor and equipment necessary for a complete installation.

SC-34 SUPPLEMENTARY MEASUREMENT AND PAYMENT:

BID ALTERNATE #3:

.01 – Welded-Wire Mesh (Concrete Paving)

Measurement: No unit measurement for payment will be made for this work.

Payment: Payment for all work included will be at the contract lump sum price.

Work: The work in this bid item includes, but is not limited to, welded wire mesh to be placed within SC-31.09 Concrete Paving (Walks & Plaza Areas), all materials, labor and equipment necessary for a complete installation. *All concrete has been accounted for in SC-31.09. – This bid alternate is in addition to SC-31.09.*

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. _____.

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 _____, 2023, 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: _____

Address: _____

By: _____

Title: _____

SURETY

_____.

_____.

By: _____.

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. **23-VNC-027** entitled Heath Holistic Fitness Park _____ 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 **120** 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 July 1, 2023. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ _____

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.

Project Title:

Use attached excel file.

Project No.

Project Engineer:

Project Date:

BID SCHEDULE



Contractor: _____

Address, City, Zip: _____

Telephone: _____ Bid Prepared By: _____

M&P	ITEM	TOTAL Quantity	Unit	Unit Cost	Extension
PIPE					
1			LF	_____	_____
2			LF	_____	_____
3			LF	_____	_____
4			LF	_____	_____
5			LF	_____	_____

INCIDENTALS & ADD'L TASK ORDERS ALLOWED UPON ALLOCATION OF ADD'L FUNDING

6			EA	_____	_____
7			EA	_____	_____
8			EA	_____	_____
9			EA	_____	_____

PRORATA

10	SC-C-2,3	Citizen Notification	1.00	LS	_____	_____
11	3. 46	Traffic Control	1.00	LS	_____	_____
	SC-B-5					
12	3.49	Mobilization	1.00	LS	_____	_____

REVISIONS, ADDITIONS

13						
----	--	--	--	--	--	--

TOTAL BID \$ _____

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, Performance Measures Form, and any other attachments requested.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____ #3 _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PERFORMANCE 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 _____, 2023, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.23-VCN-027, Health Holistic and Fitness Park_.

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 _____, 2023.

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. _____, _____

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 by law.

You are required to return an acknowledged copy of this Notice of Award and enclosures to the Project Engineer.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Company

Receipt of above Notice of Award accompanied with a Performance and Payment Bond form and a copy of the Contract is hereby acknowledged.

This _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

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:

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Add/Delete</u>
--------------------	---------------------------	--------------------	--------------------	-------------------------	--------------------------

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

TOTAL ADD

\$

Adjustments to Contract Price & Time

Contract Dollars

Calendar Days

Contract Totals through and including

\$

Previous Change Orders

Adjustments this Change Order

\$

(Increase)

Contract Totals to Date – Including

Change Order No._

\$

Contract Time Expires on:

APPROVED FOR CITY

ATTEST:

8101 Ralston Road
Arvada, CO 80002

City Clerk

ACCEPTED FOR CONTRACTOR

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

Title: _____

Date: _____

By: _____

CONSTRUCTION DOCUMENTS

ARVADA HOLISTIC HEALTH & FITNESS PARK

LOCATED IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRIME MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTIONS – AS PROVIDED BY THE CITY OF ARVADA

RED ROCKS COMMUNITY COLLEGE PARCEL CONSTRUCTION AREA DEFINITION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS:

A PORTION OF THE STATE OF COLORADO PATENT NO. 8226 RECORDED MARCH 28, 2002 AT RECEPTION NO. F1451660 LYING NORTH OF THE EXCEPTED PORTION DEFINED BY THE SPECIAL WARRANTY DEED RECORDED MAY 4, 2017 AT RECEPTION NO. 2017047090, AND EXCLUDING THE NORTHERLY 50 FEET OF SAID PORTION MORE OR LESS.

CITY OF ARVADA PARCEL CONSTRUCTION AREA DEFINITION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS:

A PORTION OF THE STATE OF COLORADO PATENT NO. 8468 RECORDED JUNE 30, 2011 AT RECEPTION NO. 2011060860 DEFINED AS THE EASTERLY 220 FEET EXCEPTING THE NORTHERLY 70 FEET OF SAID PORTION MORE OR LESS.

BASIS OF BEARINGS

BEARINGS BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN. WITNESS CORNER IS A 3 1/2 BRASS CAP IN RANGE BOX STAMPED: PLS 13212

N 1/4 SECTION 16, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN. WITNESS CORNER IS A #6 REBAR WITH A 3/4 ALUMINUM CAP STAMPED PLS 19003 LOCATED 20' SOUTH OF N 1/4 CORNER.

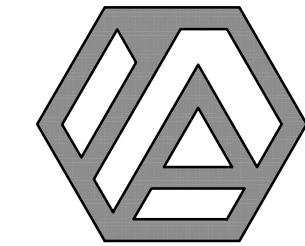
CALCULATED BEARING AND DISTANCE FOR THE NORTH LINE NE 1/4 SEC. 16, T3S. R69W, 6TH P.M. IS M 89° 38' 49"E, 2,660.72.'

BENCHMARK

#893 – CHISELED SQUARE, SOUTHWEST CORMER 15' TYPE R INLET, ERP, NORTHEAST CORNER W. 54TH AVE AND OAK ST. CITY OF ARVADA DATUM = 5457.45

ZONING AND LAND-USE TABLE

ZONING	OS
PROPERTY CLASS	9000 EXEMPT PROPERTY AND 9249 POLITICALSUBD NON-RESIDENTIAL
ACREAGE	372,685 SF TOTAL PARK SITE PROPERTY 111,657 SF IMPROVEMENT AREA
ACTIVITIES/USE	RECREATION
BUILDING COVERAGE	864 SF (SHADE SHELTERS) 140 SF (PORTA-POTTY ENCLOSURE)
PARKING LOT	33,743 (EXISTING PARKING LOT)
OPEN SPACE	91% COVERAGE
LOT COVERAGE	372,685 SF TOTAL PARK SITE PROPERTY
AREA OF DISTURBANCE	111,657 SF IMPROVEMENT AREA
STANDARD PARKING	
SPACES	91 SPACES (LOCATED OFF SITE)
HANDICAPPED PARKING	
SPACES	4 SPACES
BIKE SPACES	12 SPACES



PREPARED FOR

THE PARK AND URBAN DESIGN DIVISION
DEPARTMENT OF PARKS, GOLF AND HOSPITALITY
CITY OF ARVADA

PROJECT TEAM

LANDSCAPE ARCHITECT

DHM DESIGN CORPORATION
900 SOUTH BROADWAY, SUITE 300
DENVER, CO 80209
PHONE: 303-892-5566
CONTACT: MATTHEW WHIPPLE

CIVIL ENGINEER

CVL ENGINEERING
10333 E. DRY CREEK RD., SUITE240
ENGLEWOOD, CO 80112
PHONE: 720-482-9526
CONTACT: JIM JANNICKE

IRRIGATION DESIGN

HYDROSYSTEMS KDI
860 TABOR STREET, SUITE 200
LAKEWOOD, CO 80401
PHONE: 303-980-5327
CONTACT: KEN DIPALO

ELECTRICAL ENGINEER

JCAA ENGINEERING
4100 WADSWORTH BLVD.
WHEAT RIDGE, CO 80033
PHONE: 303-985-3260
CONTACT: FRANK DAVENPORT

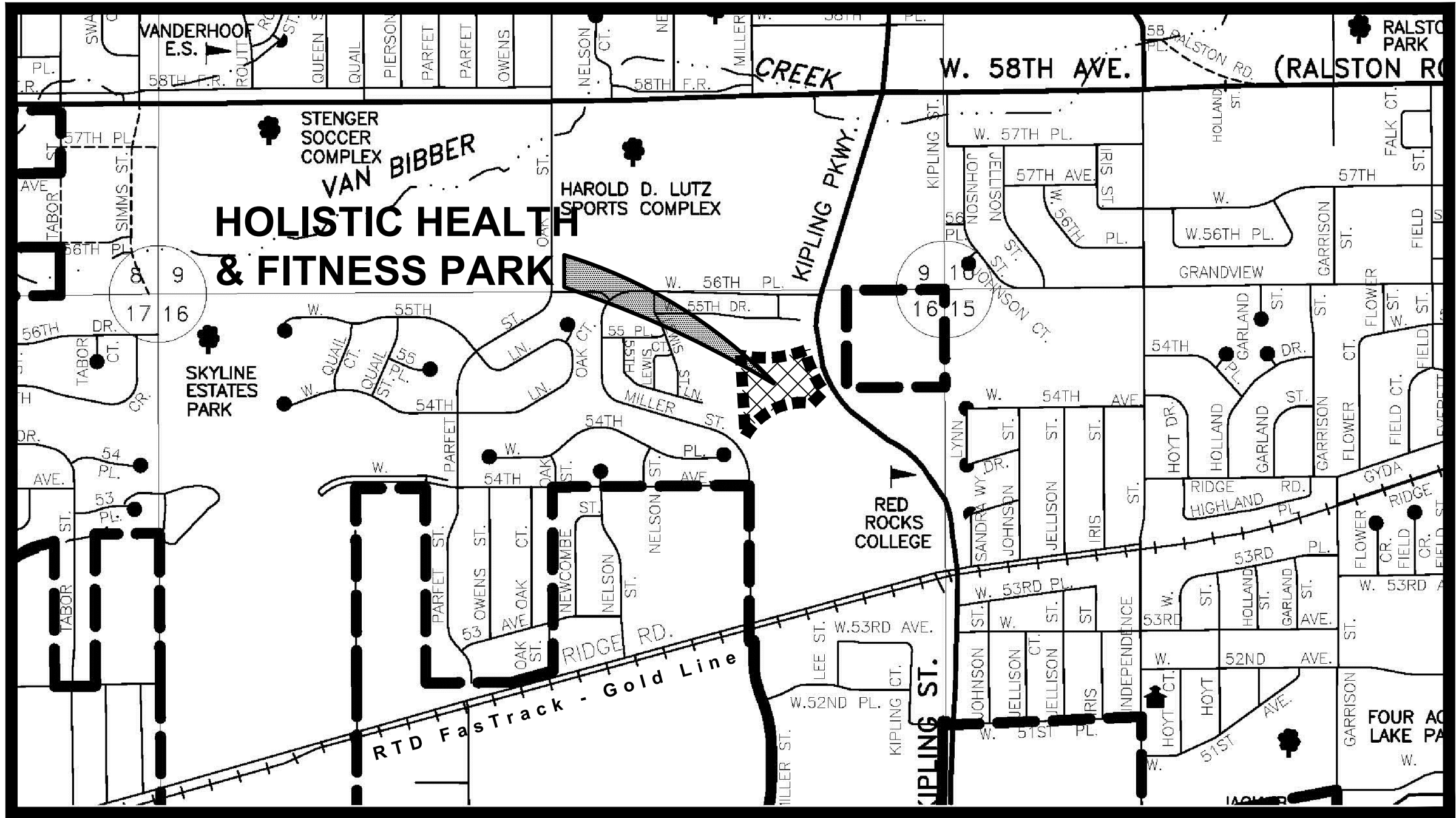
STRUCTURAL ENGINEERING

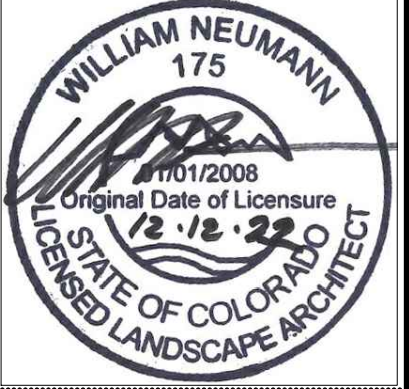
SAN ENGINEERING, LLC
1150 W. LITTLETON BLVD., SUITE 200
LITTLETON, CO 80120
PHONE: 303-953-9014
CONTACT: JOHN MIGLIACCIO

GEOTECHNICAL ENGINEERING

GROUND ENGINEERING
41 INVERNESS DRIVE EAST
ENGLEWOOD, CO 80112
PHONE: 303-289-1989
CONTACT: BRIAN RECK

VICINITY MAP





CITY OF ARVADA GENERAL NOTES

GENERAL NOTES:

- A. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS', LATEST EDITION, UNLESS OTHERWISE SPECIFIED HEREIN.
- B. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA ENGINEERING DIVISION.
- C. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION PUBLIC IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS AND SUBCONTRACTORS MUST OBTAIN A SEPARATE PERMIT FOR THE WORK BEING COMPLETED BY THE PARTICULAR CONTRACTOR OR SUBCONTRACTOR. ANY CONSTRUCTION WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT-OF-WAY WILL REQUIRE A CDOT CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OF-WAY.
- D. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A PRINTED COPY OF THE CURRENT CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS' ON SITE AT ALL TIMES.
- E. THE CITY OF ARVADA ENGINEERING DIVISION SHALL BE NOTIFIED (PHONE # 720-898-7649) A MINIMUM OF 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
- F. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR BURIED UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND TO PROTECT THEM DURING CONSTRUCTION.
- G. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY.
- H. BENCHMARK LOCATION, ELEVATION AND DATUM ARE AS NOTED.
- I. AS-BUILT DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER OR DESIGNEE PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD. UTILITY AS-BUILTS SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES AND PERTINENT ELEVATIONS. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THE AS-BUILTS HAVE BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
- J. A CITY OF ARVADA TAX CERTIFICATION FORM MUST BE COMPLETED BY ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT. THIS FORM DETAILS ALL MATERIALS WHICH HAVE BEEN INCLUDED IN THE WORK BY CONTRACTORS AND SUBCONTRACTORS. COPIES OF ALL PAID INVOICES FOR MATERIALS SHALL BE ATTACHED TO THE FORM. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THIS FORM HAS BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
- K. OWNER/DEVELOPER SHALL OBTAIN A STORMWATER CONSTRUCTION PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF ONE (1) ACRE OR MORE OR LESS THAN ONE ACRE AND PART OF A LARGER DEVELOPMENT. A COPY OF THE APPROVED CITY OF ARVADA 95.7 1/16 PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF CLEARING, GRADING OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- L. CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- M. ALL CURB RAMPS SHALL COMPLY WITH THE LATEST CITY OF ARVADA AND ADA STANDARD. CONTRACTOR TO CHECK WITH THE CITY OF ARVADA ENGINEERING DIVISION TO VERIFY THE LATEST CURB RAMP STANDARD PRIOR TO CONSTRUCTION OF ANY RAMP.
- N. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS'.
- O. A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE PUBLIC IMPROVEMENTS PERMIT APPLICATION. A PUBLIC IMPROVEMENTS CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING CONSTRUCTION.

IRRIGATION NOTES:

- A. CONTRACTOR IS TO NOTIFY AFFECTED IRRIGATION COMPANY A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION IN IRRIGATION EASEMENTS OR ON IRRIGATION DITCHES.
- B. ALL IRRIGATION PIPE JOINTS SHALL BE WATERTIGHT AND PASS A LOW AIR PRESSURE TEST.

UTILITY NOTES:

- A. CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, CITY OF ARVADA UTILITY AND ENGINEERING DIVISIONS, A MINIMUM OF 24 HOURS PRIOR TO ANY WATER OR SEWER SERVICE INTERRUPTION.
- B. 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.
- C. 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 CLASS 200 AWWA C900 PVC PIPE OR CLASS 200 AWWA C909 PVC PIPE ONLY.
- D. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT.
- E. ALL PVC WATER MAINS SHALL BE INSTALLED WITH WHITE #12 TYPE UF OR USE CABLE SINGLE COPPER CONDUCTOR AS A TRACER WIRE SPIRALLY WRAPPED AROUND THE PIPE. TRACER WIRE TO EXTEND FROM MAIN TO A CATHODIC PROTECTION BOX LOCATED ON THE RIGHT SIDE OF ALL FIRE HYDRANTS. TRACER WIRE SHALL BE CONNECTED TO EXISTING TRACER WIRE WHERE POSSIBLE. WHERE NO TRACER WIRE EXISTS, ENDS OF TRACER WIRE SHALL BE STRIPPED AND GROUNDED INTO NATIVE SOIL A MINIMUM OF 12" DEEP.
- F. ALL METER PITS SHALL BE 24 INCH DIAMETER CONCRETE OR PLASTIC IN ACCORDANCE WITH SECTION 30 OF THE CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS'.
- G. STORM, SANITARY AND WATER MANHOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" WHERE APPLICABLE IN ACCORDANCE WITH THE CITY'S STANDARD LID DETAIL.
- H. BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAIL DRAWING W-9.
- I. 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.

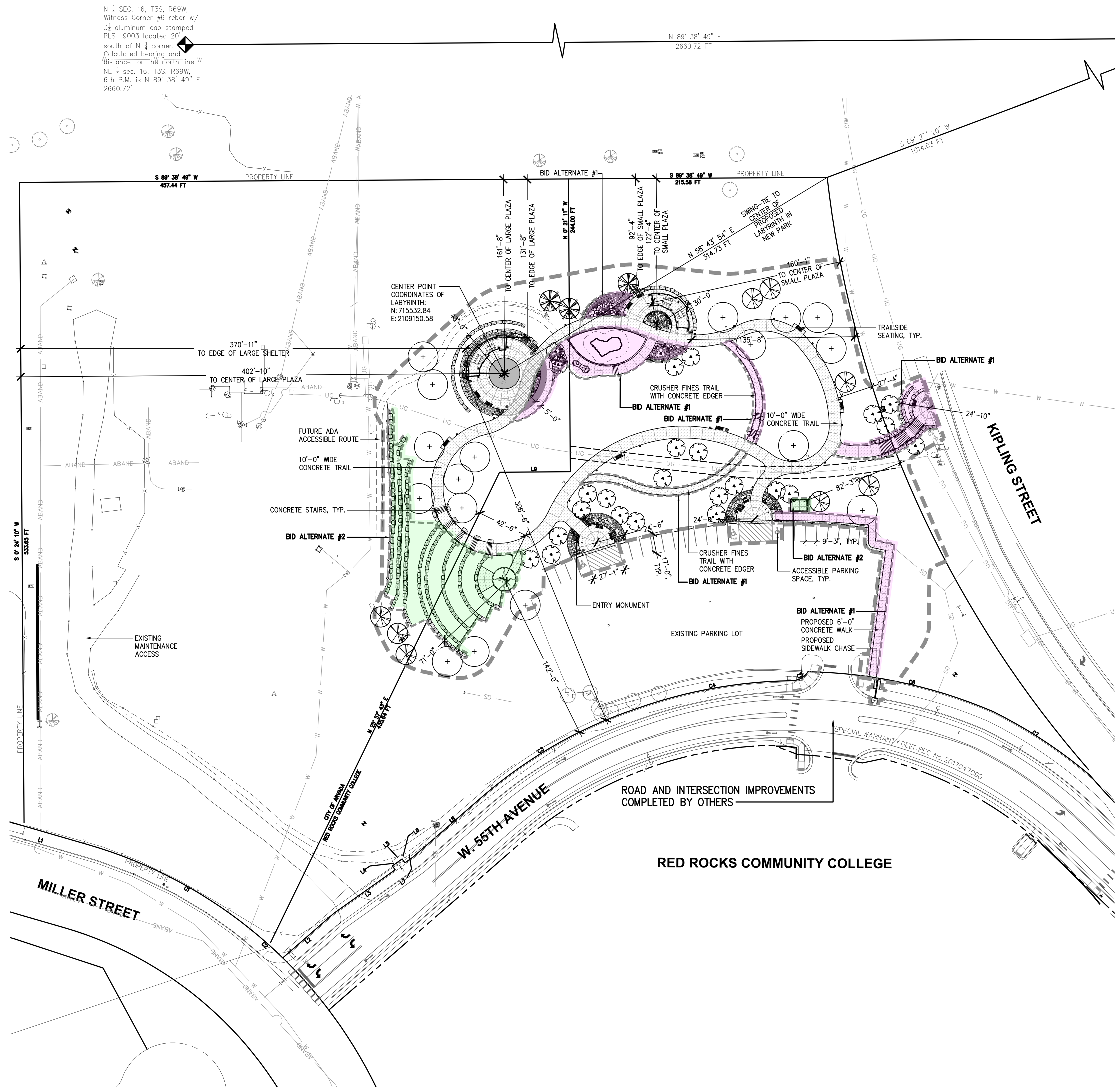
EROSION CONTROL:

- A. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE MET ON SITE AND PROVIDED WITH A STORMWATER MANAGEMENT PLAN AFTER INSTALLATION OF TEMPORARY BEST MANAGEMENT PRACTICES (BMPS), BUT BEFORE CONSTRUCTION OR GRADING BEGINS.
- B. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.
- C. ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND STORMWATER MANAGEMENT PLAN.
- D. 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.
- E. 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.
- F. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO DISTURBED AREAS, EXCEPT THOSE WITHIN THE PROJECT STREET RIGHTS-OF-WAY, SHALL REMAIN EXPOSED FOR MORE THAN THIRTY (30) DAYS BEFORE TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.
- G. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL:
- 1.1. 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.
 - 1.2. 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.
 - 1.3. BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
- H. 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.
- I. 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.
- J. 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.
- K. 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).
- L. 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.
- M. 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.
- N. MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT-SPECIFIC BMPS, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITS. ALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.
- O. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF INDIVIDUAL LOTS SEDIMENT/EROSION CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED.
- 1.1. BELOW ALL GUTTER DOWNSPOUTS.
 - 1.2. OUT TO DRAINAGE SWALES.
 - 1.3. ALONG LOT PERIMETER.
 - 1.4. OTHER LOCATIONS, IF NEEDED.
- P. A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E., STONE, DIRT, ETC., SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, CONSTRUCTION MATERIALS AND/OR BUILDING SITES.
- Q. 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.

10375 West 55th Avenue
Arvada, Colorado 80033

SS1.0





LEGEND

---	PROPERTY LINE
- - -	EASEMENT LINE
ABAND	EX. ABANDONED LINE
W	EX. WATER LINE
SD	EX. STORMWATER LINE
IR	EX. IRRIGATION LINE
OH	EX. OVERHEAD ELECTRICAL LINE
UE	EX. UNDERGROUND ELECTRICAL LINE
X	EX. FENCING
○	EX. POWER POLE
○	EX. GUY WIRE
○	EX. LIGHT
○	EX. SIGN
○	EX. STREET LIGHT
○	EX. WATER METER
○	EX. WATER METER
○	EX. WATER MANHOLE
○	EX. STORMWATER MANHOLE
○	EX. IRRIGATION BOX
○	EX. ELECTRICAL BOX
○	EX. COMMUNICATIONS BOX
○	EX. POST
○	EX. SURVEY CONTROL POINT
○	EX. TREE
- - -	LIMITS OF DISTURBANCE
□	BOULDER RETAINING WALL
- - -	BID ALTERNATE
+	DECIDUOUS TREE
○	EVERGREEN TREE
○	ORNAMENTAL TREE

SITE SURVEY, TOPOGRAPHICAL
INFORMATION AND PROJECT CONTROL
PROVIDED BY CITY OF ARVADA.

- PLAN NOTES**
- LIGHTING NOTE: IN THE INTEREST OF COMPATIBILITY OF SURROUNDING LAND USES, ILLUMINATION OF ANY KIND SHALL BE DIRECTED AND CONTROLLED IN SUCH A MANNER SO THAT THERE SHALL BE NO DIRECT RAYS OF LIGHT WHICH EXTEND BEYOND THE BOUNDARIES OF THE PROPERTY FROM WHICH IT ORIGINATES.
 - PARCEL AS DEFINED WITHIN A WARRANTY DEED RECORDED AT RECEPTION NUMBER F1045129 AS RECORDED IN THE JEFFERSON COUNTY RECORDS.
 - THE SURVEY INFORMATION AND PROJECT CONTROL ON THIS SHEET WAS PROVIDED BY THE CITY OF ARVADA. PLEASE SEE SHEET SS1.0 PROVIDED IN THE SET.

- BASE BID & BID ALTERNATES 1, 2 & 3**
- BASE BID**
- CONCRETE PAVING
 - CONCRETE STAIRS WITH HANDRAIL
 - SHADE SHELTERS
 - LABYRINTH PAVEMENT KIT
 - SANDSTONE BOULDERS AT BOULDER WALL, LABYRINTH, AND LANDSCAPE BEDS
 - SITE LIGHTING ON HANDRAILS, BOLLARDS, SHELTERS
 - ELECTRICAL METER / PANEL AND DISTRIBUTION TO IRRIGATION CONTROLLER
 - BENCHES, TRASH RECEPTACLES, PET STATIONS
 - LANDSCAPING
 - PARKING LOT STRIPING
- BID ALTERNATE #1:**
- REFLEXOLOGY PATH @ UPPER PLAZA AREA
 - NATURE PLAY PLAYGROUND
 - UPPER LANDSCAPE AREA @ UPPER PLAZA AREA
 - CRUSHER FINES TRAIL
 - EAST SIDEWALK @ EAST EDGE OF EXISTING PARKING LOT
 - KIPLING STREET CONNECTION
 - SITE LIGHTING AT NATURE PLAY AREA, CRUSHER FINES PATH & KIPLING STREET CONNECTION
- BID ALTERNATE #2:**
- UPPER RETAINING WALLS @ OUTDOOR CLASSROOM
 - UPPER WEST RETAINING WALLS
 - OUTDOOR CLASSROOM
 - RESTROOM ENCLOSURE
- BID ALTERNATE #3:**
- WELDED WIRE MESH REINFORCEMENT IN ALL CONCRETE PAVING

811
Know what's below.
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SCALE 1"=40'-0"

0 20 40 80

NORTH

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LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
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Denver, CO 80209 | 303.892.5566

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WILLIAM NEUMANN
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Original Date of Licensure
12-12-22
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Arvada Holistic Health and Fitness Park
10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DATE: 03-29-2023
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

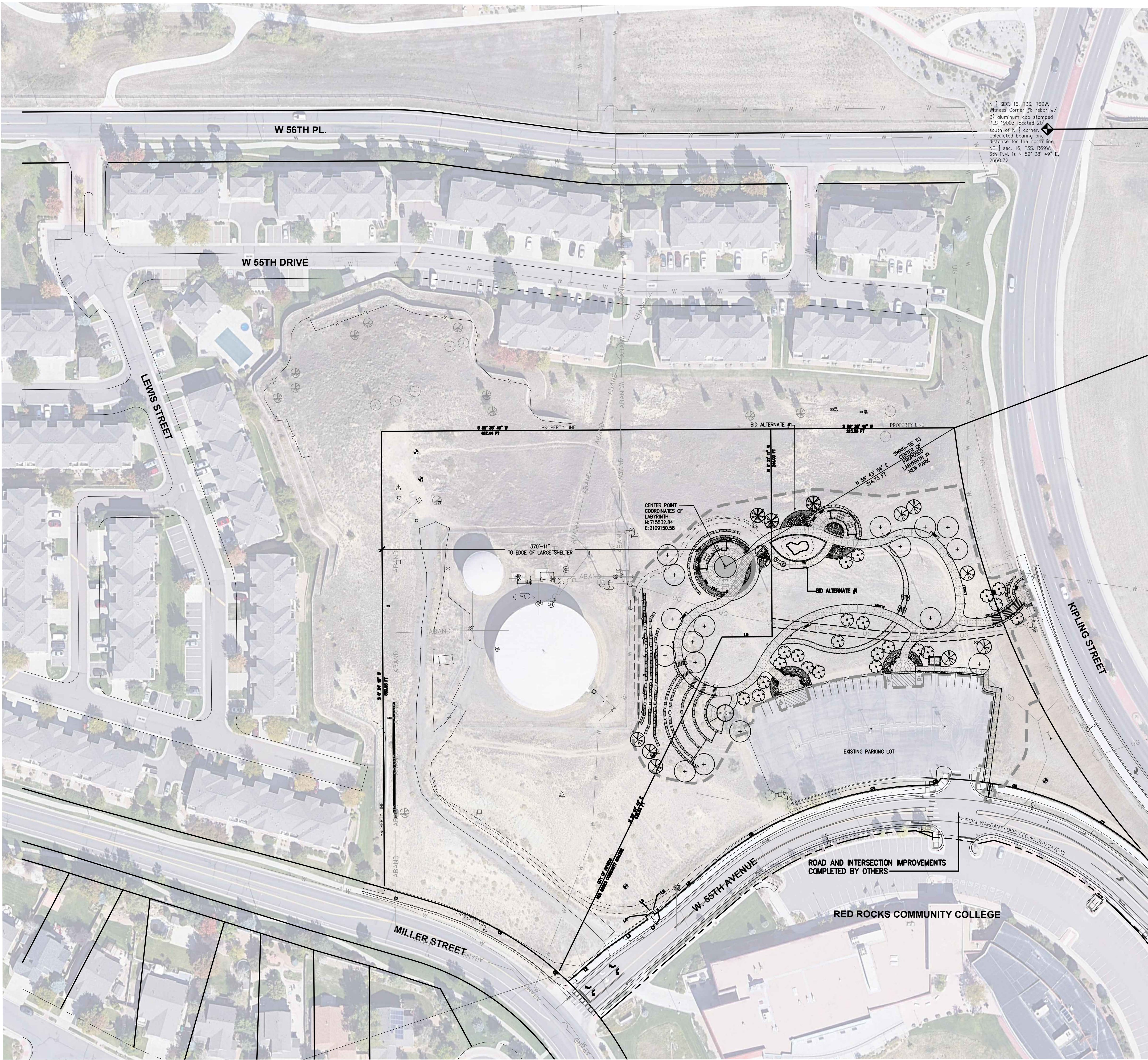
REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
OVERALL SITE PLAN

SCALE: 1"=40'-0"
SHEET NUMBER:

SP1.0



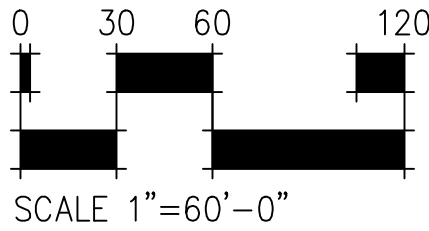
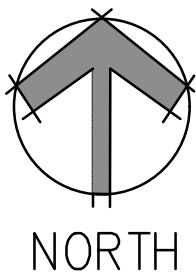
LEGEND

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W	EX. WATER LINE
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⊙	EX. POWER POLE
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⊙	EX. LIGHT
⊙	EX. SIGN
⊙	EX. STREET LIGHT
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+	DECIDUOUS TREE
⊙	EVERGREEN TREE
⊙	ORNAMENTAL TREE

SITE SURVEY, TOPOGRAPHICAL
INFORMATION AND PROJECT CONTROL
PROVIDED BY CITY OF ARVADA.

PLAN NOTES

1. LIGHTING NOTE: IN THE INTEREST OF COMPATIBILITY OF SURROUNDING LAND USES, ILLUMINATION OF ANY KIND SHALL BE DIRECTED AND CONTROLLED IN SUCH A MANNER SO THAT THERE SHALL BE NO DIRECT RAYS OF LIGHT WHICH EXTEND BEYOND THE BOUNDARIES OF THE PROPERTY FROM WHICH IT ORIGINATES.
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DHM DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN

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WILLIAM NEUMANN
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Original Date of Licensure
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LICENSED LANDSCAPE ARCHITECT
STATE OF COLORADO

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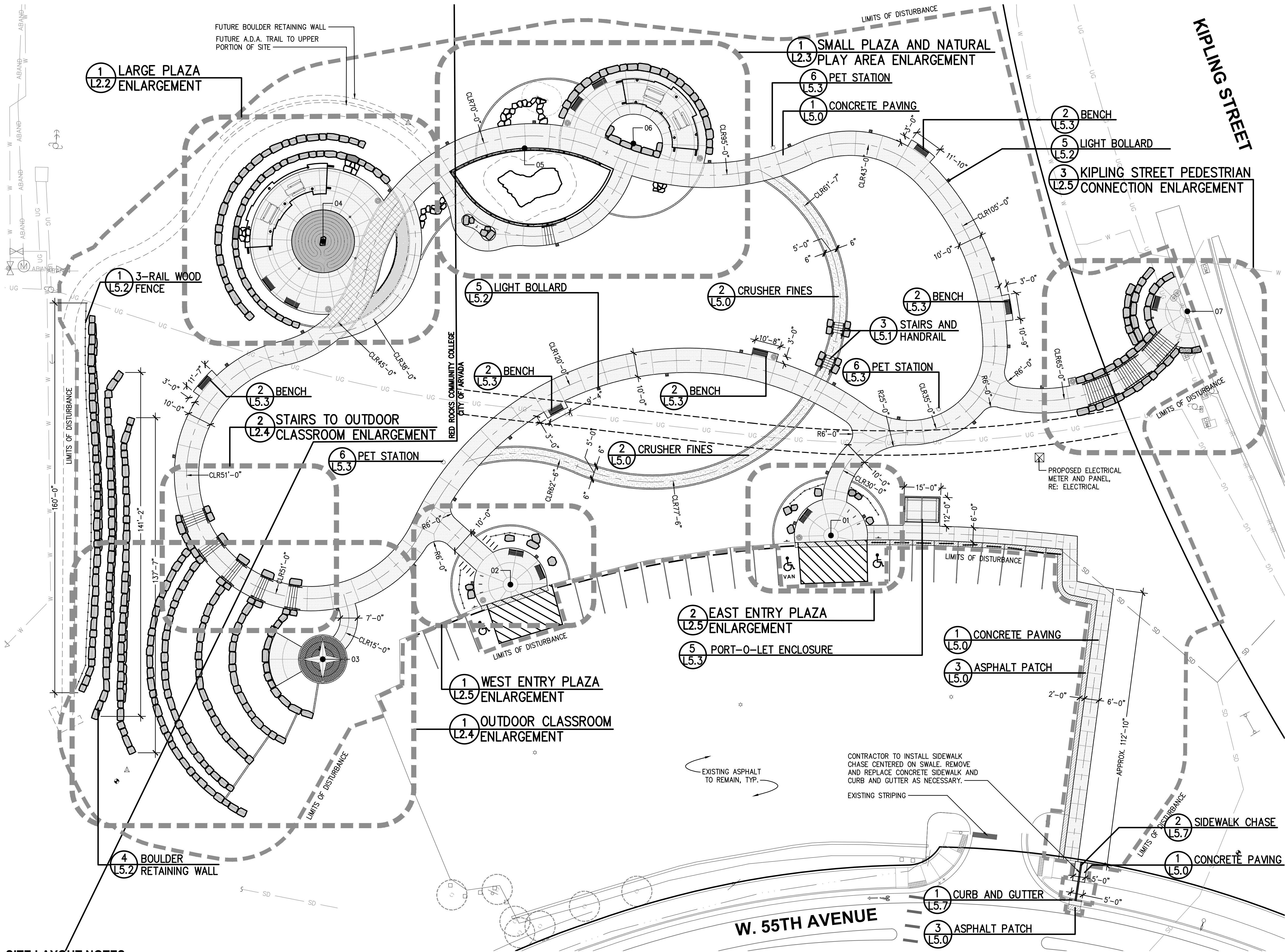
REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
CONTEXT PLAN

SCALE: 1"=60'-0"
SHEET NUMBER:

SP1.1



SITE LAYOUT NOTES:

- CONTRACTOR TO REVIEW AND FOLLOW ALL CITY OF ARVADA STANDARDS & SPECIFICATIONS AS WELL AS REVIEW PROJECT SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS FOR SITE LAYOUT. CITY STANDARDS & SPECIFICATIONS SHALL TAKE PRECEDENCE OVER PROJECT STANDARDS & SPECIFICATIONS. IN INSTANCES OF CONFLICTING INFORMATION, CONTRACTOR SHALL COORDINATE WITH OWNER AND LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING BOTH LINE AND GRADE. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE ON THE SURVEY AND/OR CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY PRIOR TO MOVING FORWARD WITH ANY WORK. FAILURE TO IMMEDIATELY NOTIFY THE OWNER AND LANDSCAPE ARCHITECT FOR DIRECTION ON HOW TO PROCEED WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY FOR ADJUSTMENTS TO THE DESIGN, AT NO ADDITIONAL COST TO THE OWNER OR DESIGN TEAM.
- THE CONTRACTOR SHALL STAKE ALL KEY AREAS TO BE REVIEWED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION.
- REFER TO SITE SURVEY FOR ADDITIONAL INFORMATION. CONTRACTOR TO REVIEW ALL PROJECT AND SURVEY INFORMATION AND FIELD VERIFY EXISTING CONDITIONS PRIOR TO BIDDING ON PROJECT AND PERFORMING ANY CONSTRUCTION OPERATIONS.
- PROVIDE PROTECTIVE BARRIERS, FENCING, ETC., AS REQUIRED BY THE CITY OF ARVADA STANDARDS, PLANS AND SPECIFICATIONS, AS PART OF ORIGINAL BID.
- BEFORE CONSTRUCTION, CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES WITH RESPECTIVE UTILITY COMPANIES AND BECOME FAMILIAR WITH ALL EXISTING UTILITY CONDITIONS. CONTRACTOR TO REVIEW AND COMPARE SURVEY INFORMATION AND UTILITY LOCATES FOR DISCREPANCIES, ERRORS AND OMISSIONS AND BRING TO THE ATTENTION OF THE OWNER AND THE LANDSCAPE ARCHITECT IMMEDIATELY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS TESTING AND TESTING FREQUENCY, AS REQUIRED BY THE CITY OF ARVADA. ALL RESULTS SHALL BE IMMEDIATELY SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT REVIEW.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS OR LICENSES REQUIRED FOR THE PERFORMANCE OF THE WORK AS APPLICABLE TO THIS PROJECT.
- ADDITIONAL CAD LAYOUT INFORMATION WILL BE PROVIDED TO THE SELECTED CONTRACTOR PRIOR TO CONSTRUCTION FOR LAYOUT PURPOSES.
- DUE TO SCALE OF DRAWINGS, NOT ALL CONDITIONS/ITEMS CARRY A DETAIL CALLOUT OR NOTATION ON THE PLAN. THIS DOES NOT EXCLUDE THIS CONDITION/ITEM FROM THE PROJECT. QUESTIONS OR CONCERNS REGARDING WHAT IS INCLUDED WITHIN THIS PROJECT SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO BIDDING OTHERWISE ALL ELEMENTS, FEATURES, UTILITIES, ETC. AS SHOWN ON THE PLAN SHALL BE INCLUDED WITHIN THE ORIGINAL BID.
- CONTRACTOR TO REFER TO GEOTECHNICAL AND CIVIL PLANS AND REPORTS FOR ADDITIONAL INFORMATION.
- CONTRACTOR TO RELOCATE ANY EXISTING SITE UTILITIES THAT MAY CAUSE CONFLICT WITH WALLS, FOOTINGS, SITE ELEMENTS AND GRADING AT NO ADDITIONAL COST TO THE PROJECT. CONTRACTOR TO COORDINATE WITH OWNER AND LANDSCAPE ARCHITECT WITH CONCERNS OF EXISTING UTILITIES.

LEGEND

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⦿	EX. TREE	
---	LIMITS OF DISTURBANCE	
▬	CONCRETE PAVING	
▬	CRUSHER FINES	
▬	ASPHALT PATCH	
▬	BOULDER RETAINING WALL	

KEY POINT COORDINATES

POINT	NORTHING	EASTING
01	715412.11	2109359.01
02	715391.94	2109227.47
03	715361.28	2109150.45
04	715532.84	2109150.58
05	715571.06	2109233.13
06	715572.91	2109277.72
07	715504.11	2109505.30

PLAN NOTES

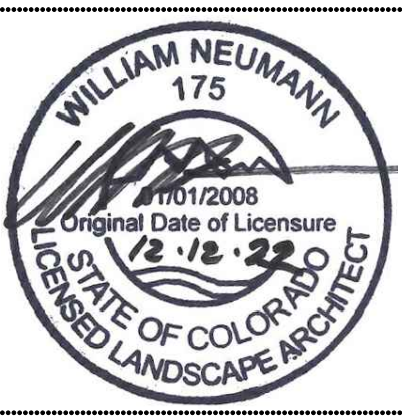
- CONTRACTOR TO COORDINATE WITH LANDSCAPE ARCHITECT ON PLACEMENT OF LIGHT FIXTURES RELATIVE TO ADJACENT ELEMENTS (IE: EDGES OF WALKS, BOULDERS, PARKING LOT CURB & GUTTER, ETC.) TO ENSURE BOTH EQUAL AND ADEQUATE SPACING IS PROVIDED. CONTRACTOR SHALL STAKE EXACT LOCATION OF CENTER OF FIXTURE FOOTING FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO EXCAVATION AND PLACEMENT OF ANY LIGHT FIXTURE. FAILURE TO RECEIVE PRIOR APPROVAL WILL RESULT IN CONTRACTOR ADJUSTING LOCATIONS AT NO ADDITIONAL COST TO OWNER.
- PROJECT SURVEY PROVIDED BY CITY OF ARVADA.
- PROVIDE RECESSED AND CAULKED EXPANSION JOINTS, PER WRITTEN SPECIFICATIONS, WHERE CONCRETE FLATWORK MEETS VERTICAL STRUCTURES SUCH AS POSTS, WALLS, RAMPS, CURBS, STEPS, AND BUILDING ELEMENTS.
- ALL CONTROL JOINTS TO BE SAWCUT ON ALL WALKS AND HAND TOOLED IN ALL PLAZA LOCATIONS UNLESS NOTIFICATION FROM LANDSCAPE ARCHITECT IS GIVEN, NO EXCEPTIONS

DHM DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN

900 South Broadway, Suite 300
Denver, CO 80209 | 303.892.5566

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Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DATE: 03-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

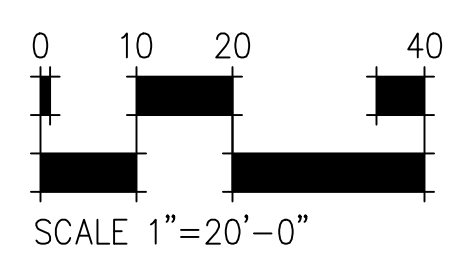
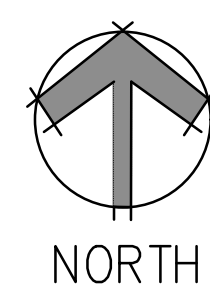
REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
LAYOUT AND MATERIALS PLAN

SCALE: 1"=20'-0"
SHEET NUMBER:

L2.0

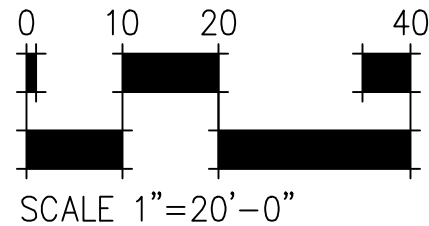
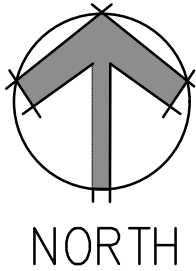
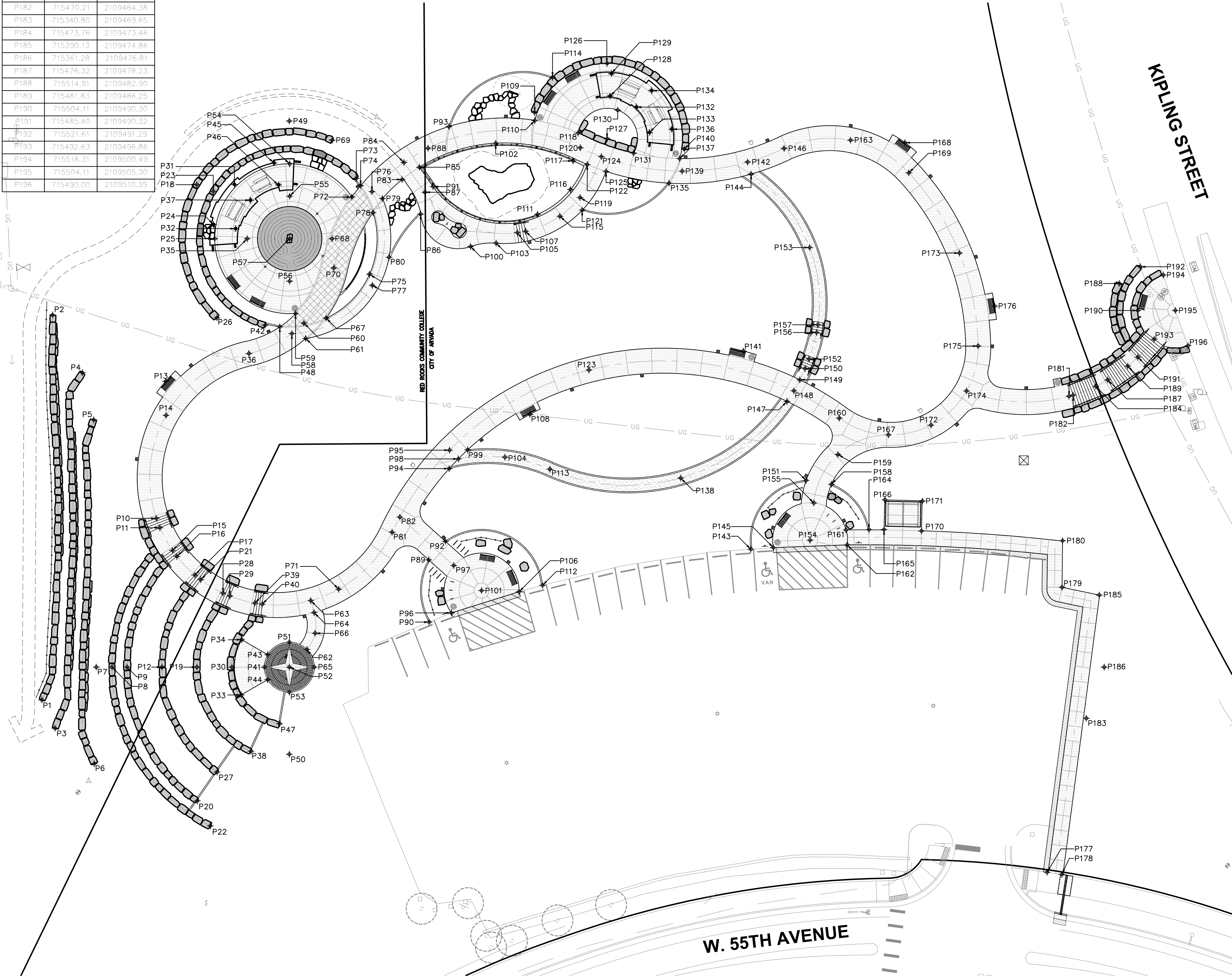


COORDINATES

POINT	NORTHING	EASTING
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P3	715336.82	2109056.63
P4	715479.19	2109067.57
P5	715460.31	2109072.14
P6	715322.59	2109072.32
P7	715361.28	2109073.14
P8	715361.28	2109079.45
P9	715361.28	2109085.45
P10	715420.86	2109097.21
P11	715417.12	2109098.64
P12	715361.28	2109099.45
P13	715475.72	2109100.91
P14	715462.11	2109101.08
P15	715408.04	2109103.66
P16	715405.62	2109105.44
P17	715398.16	2109112.65
P18	715554.46	2109113.41
P19	715361.28	2109113.45
P20	715307.73	2109113.60
P21	715396.29	2109115.00
P22	715297.70	2109118.84
P23	715551.84	2109120.01
P24	715538.53	2109120.11
P25	715532.84	2109120.58
P26	715501.17	2109121.49
P27	715319.27	2109121.53
P28	715390.95	2109123.90
P29	715389.76	2109126.65
P30	715361.28	2109127.45
P31	715554.56	2109128.46
P32	715536.88	2109128.96
P33	715350.18	2109131.21
P34	715372.28	2109131.39
P35	715532.84	2109133.58
P36	715488.88	2109134.30
P37	715548.25	2109134.88
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P39	715388.92	2109136.63
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P44	715356.28	2109141.79
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P82	715421.36	2109194.72
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P193	715492.63	2109496.86
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P195	715504.11	2109505.30
P196	715490.00	2109510.39



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WILLIAM NEUMANN

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Original Date of License

12-12-22

LICENSED LANDSCAPE ARCHITECT

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00

DATE: 03-29-2023

DESIGNED: MTW

DRAWN: KD/SK

CHECKED: MTW

REVISIONS:

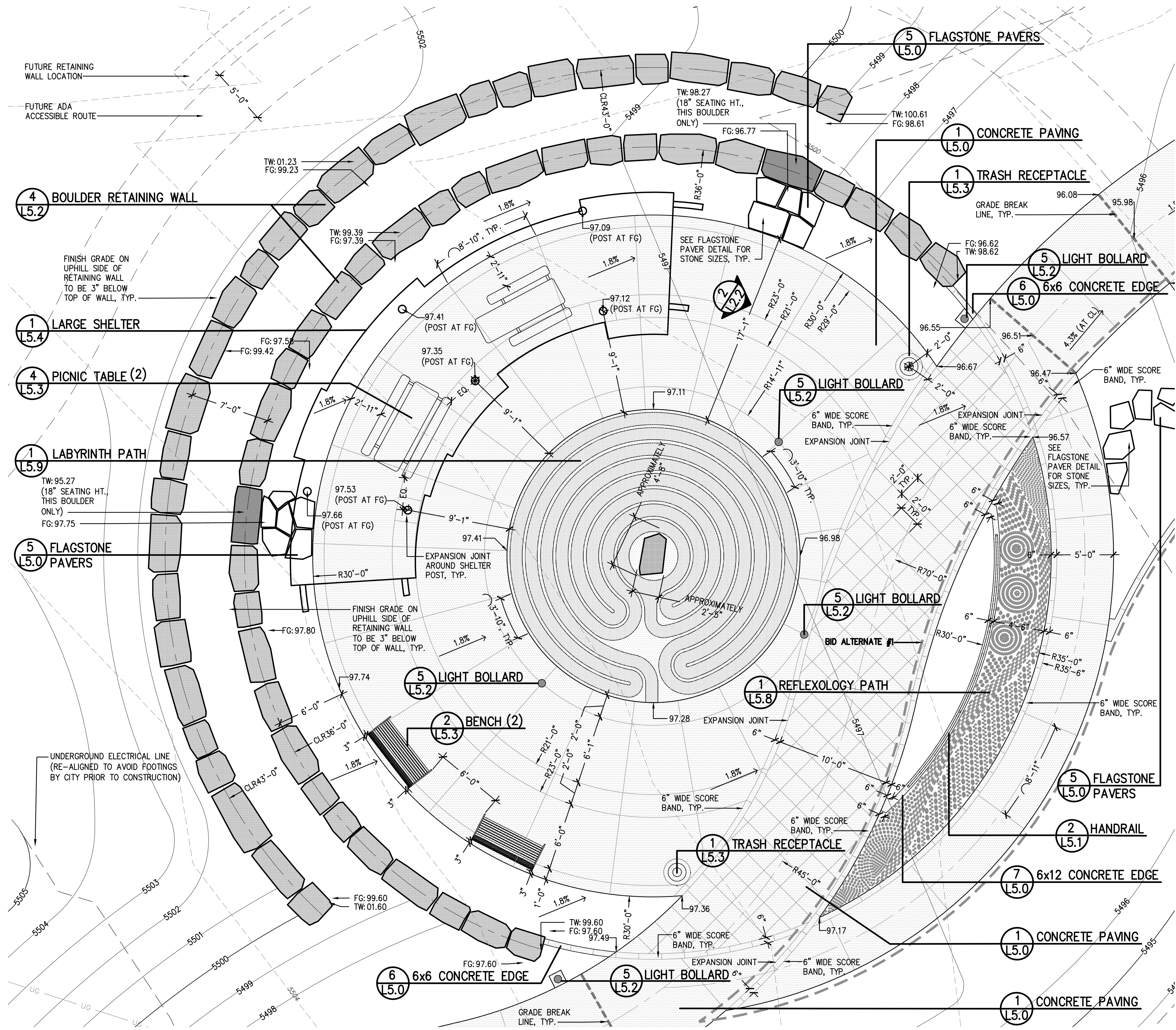
JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
COORDINATE PLAN

SCALE: 1"=20'-0"

SHEET NUMBER:

L2.1



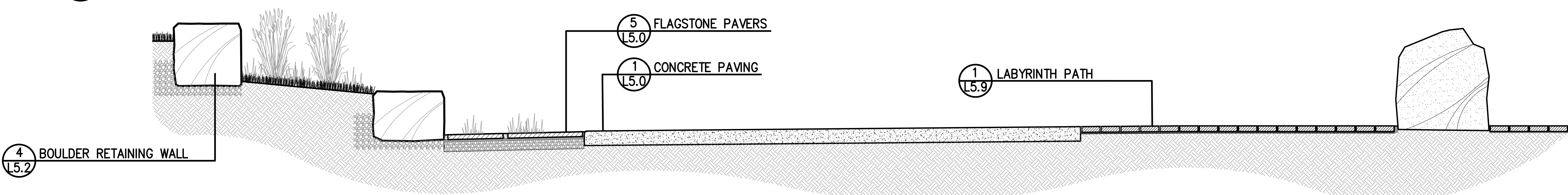
LEGEND

---	PROPERTY LINE	---	EX. ABANDONED LINE
---	ABAND.	---	EX. WATER LINE
---	W	---	EX. STORMWATER LINE
---	SD	---	EX. IRRIGATION LINE
---	IR	---	EX. OVERHEAD ELECTRICAL LINE
---	OH	---	EX. UNDERGROUND ELECTRICAL LINE
---	UE	---	EX. FENCING
X	EX. FLOWLINE	---	EX. CONTOUR - MAJOR
---	EX. CONTOUR - MINOR	---	EX. POWER POLE
---	EX. GUY WIRE	---	EX. SIGN
---	EX. STREET LIGHT	---	EX. WATER METER
---	EX. WATER MANHOLE	---	EX. STORMWATER MANHOLE
---	EX. IRRIGATION BOX	---	EX. ELECTRICAL BOX
---	EX. COMMUNICATIONS BOX	---	EX. POST
---	EX. SURVEY CONTROL POINT	---	EX. TREE

CONCRETE PAVING
CRUSHER FINES
ASPHALT PATCH
5490 CONTOUR - MAJOR
5489 CONTOUR - MINOR
GRADE BREAK LINE
TW: TOP OF WALL
TS: TOP OF STEP
FG: FINISHED GRADE

- NOTES**
- RE: DETAIL 1, SHEET L5.0 FOR ADDITIONAL INFORMATION ON HAND TOOLING LOCATIONS
 - DUE TO SCALE OF DRAWINGS, NOT ALL ELEMENTS CARRY A DETAIL CALLOUT. THIS DOES NOT EXEMPT IT FROM THE PROJECT. CONTRACTOR TO CONSTRUCT PROJECT AS SHOWN.
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1 LARGE PLAZA ENLARGEMENT



2 LARGE PLAZA SECTION

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WILLIAM NEUMANN
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Original Date of Licensure 1/01/2008
12-12-22
LICENSED LANDSCAPE ARCHITECT
STATE OF COLORADO

Arvada Holistic Health and Fitness Park
10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DATE: 03-29-2023
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
LAYOUT, MATERIALS, AND GRADING ENLARGEMENTS

SCALE: 1"=5'-0"
SHEET NUMBER:

L2.2

811
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Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

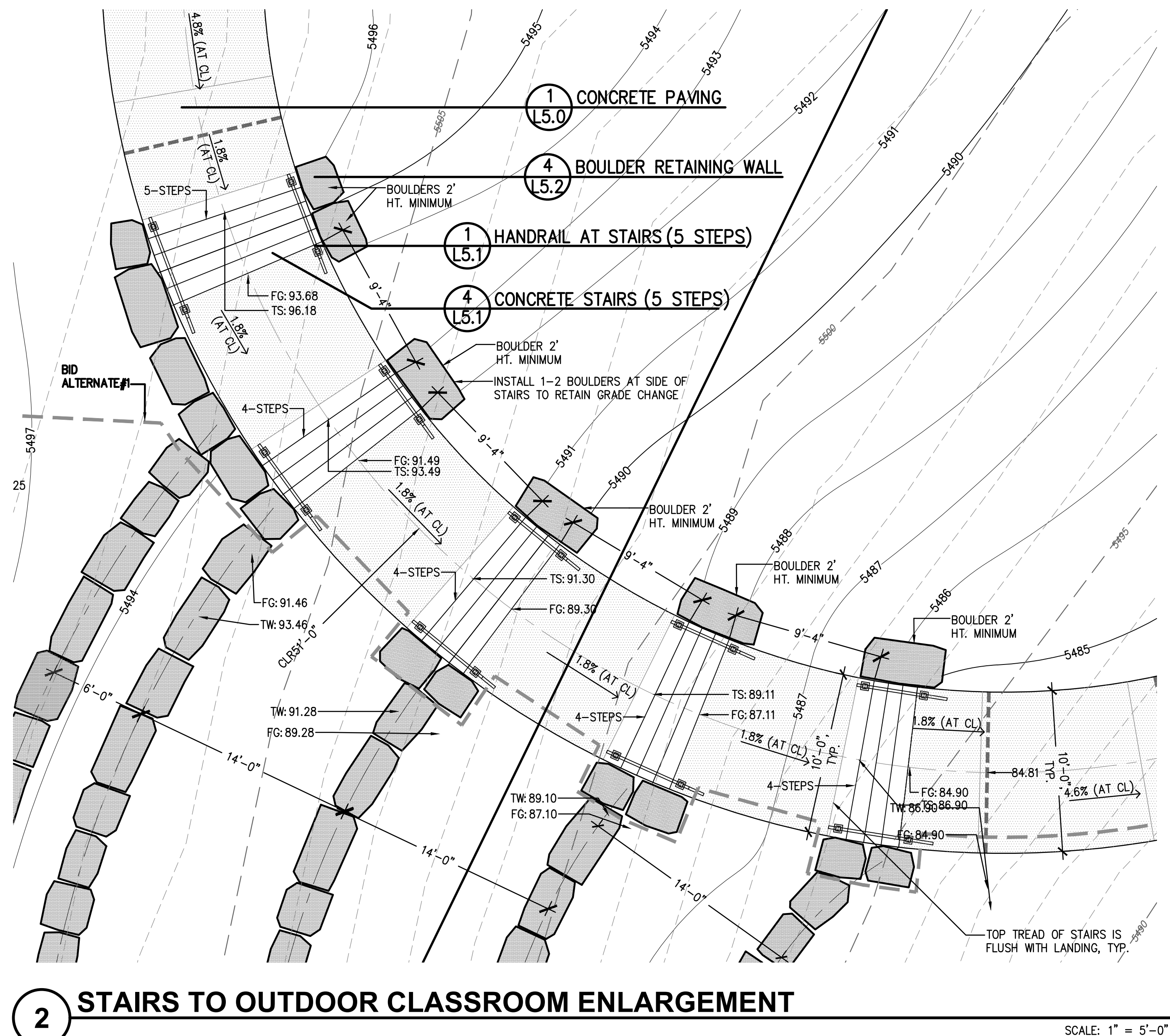
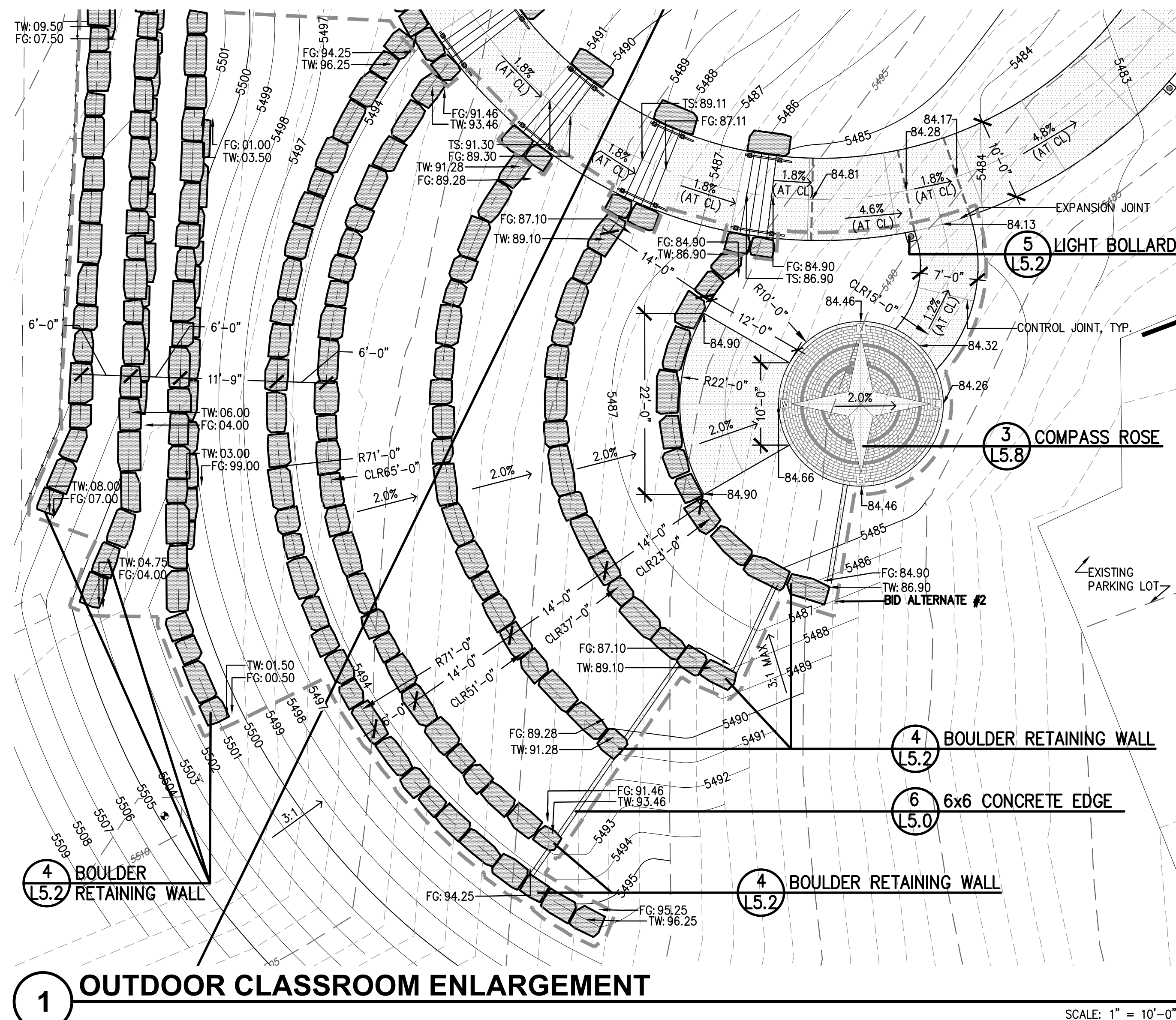
PROJECT NUMBER: 17051.00 DATE: 03-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION
DOCUMENTSSHEET TITLE:
LAYOUT, MATERIALS,
AND GRADING
ENLARGEMENTSSCALE: AS SHOWN
SHEET NUMBER:

L2.4

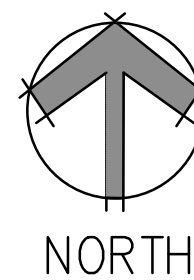


LEGEND

---	PROPERTY LINE	---	CONCRETE PAVING
---	EASEMENT LINE	---	CRUSHER FINES
---	EX. ABANDONED LINE	---	ASPHALT PATCH
---	EX. WATER LINE	---	CONTOUR - MAJOR
---	EX. STORMWATER LINE	---	CONTOUR - MINOR
---	EX. IRRIGATION LINE	---	GRADE BREAK LINE
---	EX. OVERHEAD ELECTRICAL LINE	---	
---	EX. UNDERGROUND ELECTRICAL LINE	---	
---	EX. FENCING	---	
---	EX. FLOWLINE	---	
---	EX. CONTOUR - MAJOR	---	
---	EX. CONTOUR - MINOR	---	
---	EX. POWER POLE	---	
---	EX. GUY WIRE	---	
---	EX. SIGN	---	
---	EX. STREET LIGHT	---	
---	EX. WATER METER	---	
---	EX. WATER METER	---	
---	EX. WATER MANHOLE	---	
---	EX. STORMWATER MANHOLE	---	
---	EX. IRRIGATION BOX	---	
---	EX. ELECTRICAL BOX	---	
---	EX. COMMUNICATIONS BOX	---	
---	EX. POST	---	
---	EX. SURVEY CONTROL POINT	---	
---	EX. TREE	---	

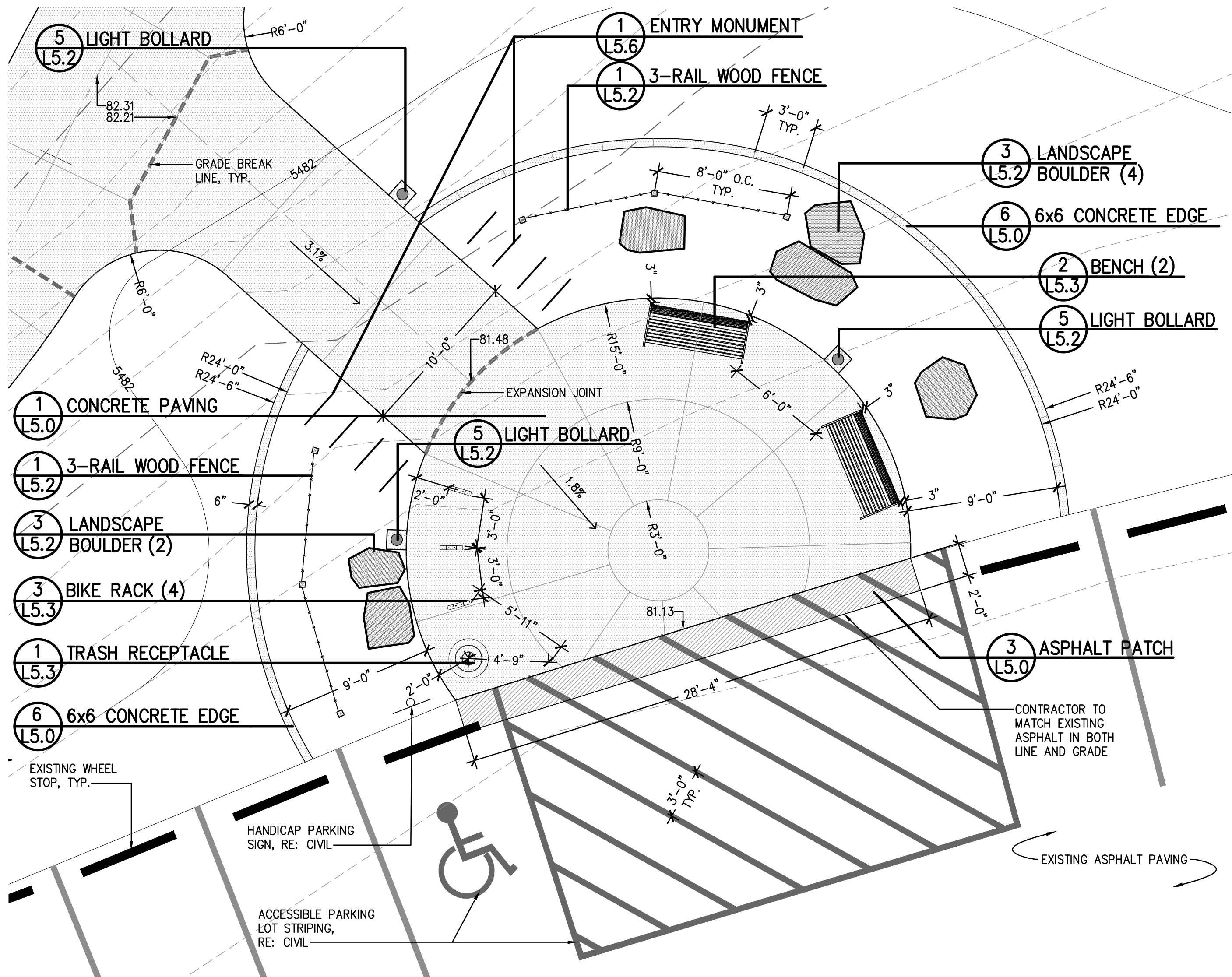
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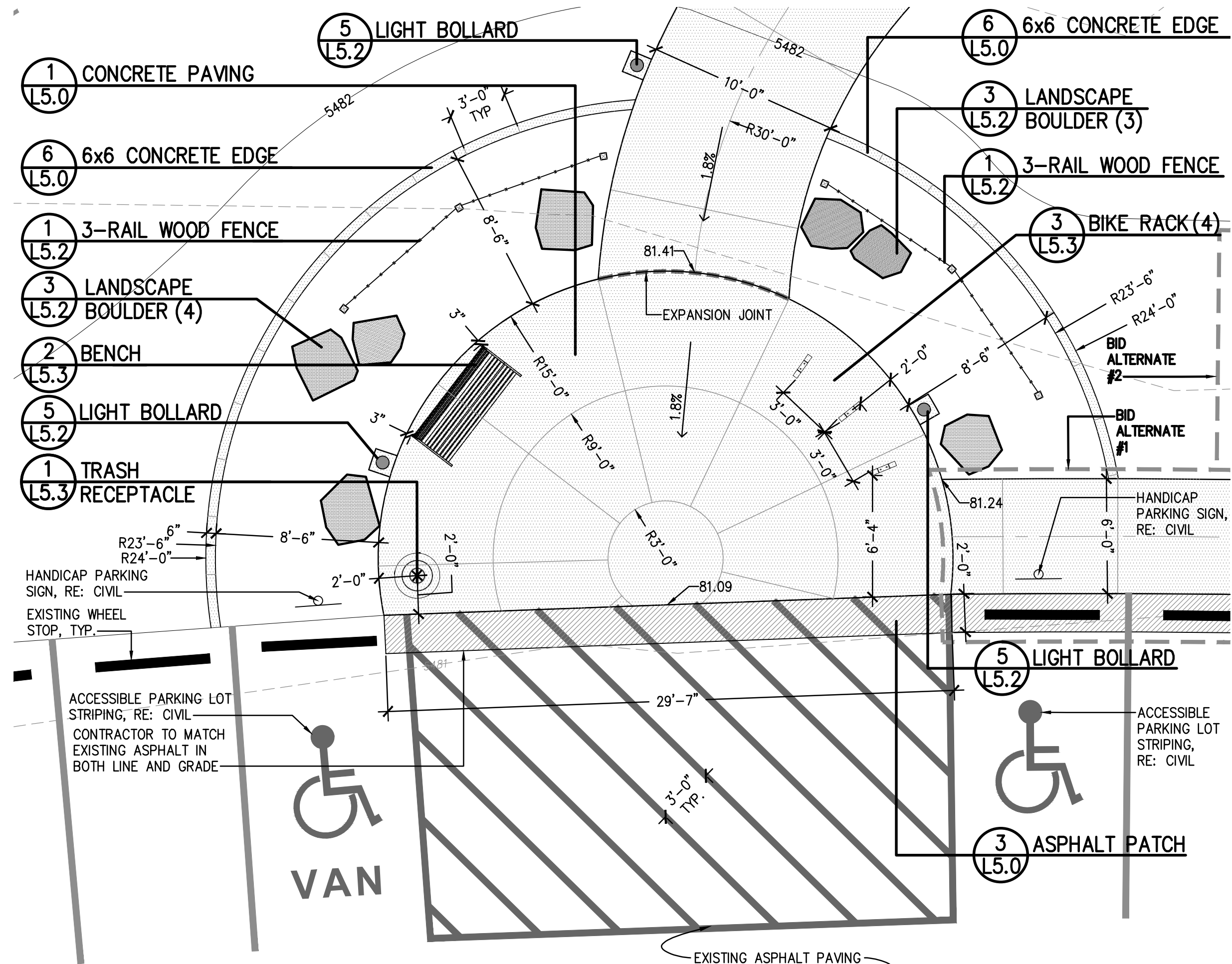
NORTH

Know what's below.
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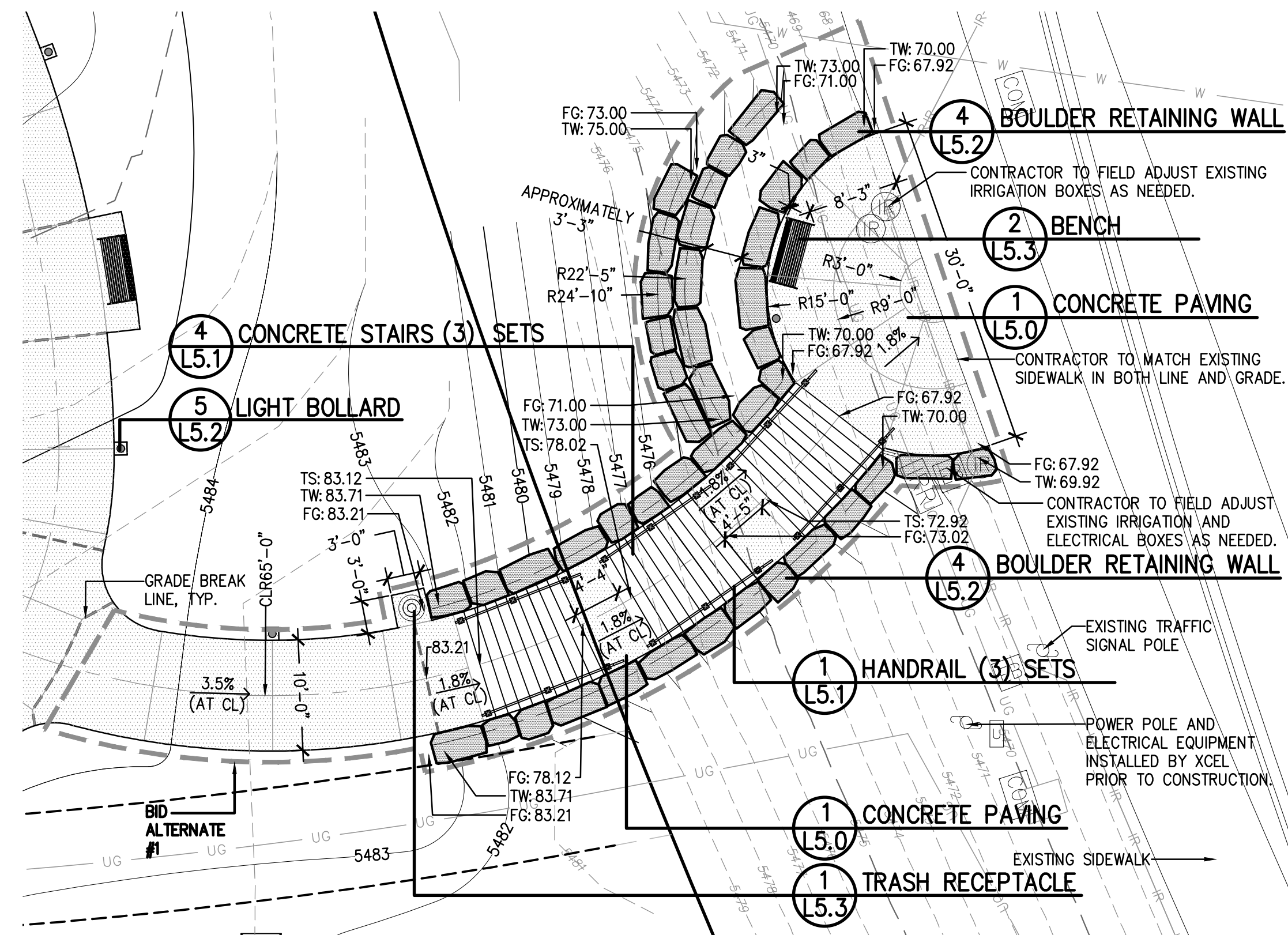
1 WEST ENTRY PLAZA ENLARGEMENT

SCALE: 1" = 5'-0"



2 EAST ENTRY PLAZA ENLARGEMENT

SCALE: 1" = 5'-0"



3 KIPLING STREET PEDESTRIAN CONNECTION ENLARGEMENT

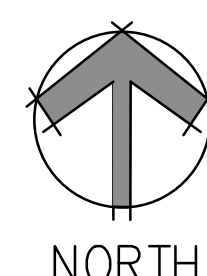
SCALE: 1" = 10'-0"

LEGEND

—	PROPERTY LINE	—	CONCRETE PAVING
—	EASEMENT LINE	—	CRUSHER FINES
—	EX. ABANDONED LINE	—	ASPHALT PATCH
—	EX. WATER LINE	—	5490 CONTOUR - MAJOR
—	EX. STORMWATER LINE	—	5489 CONTOUR - MINOR
—	EX. IRRIGATION LINE	---	GRADE BREAK LINE
—	EX. OVERHEAD ELECTRICAL LINE		
—	EX. UNDERGROUND ELECTRICAL LINE		
—	EX. FENCING		
—	EX. FLOWLINE		
—	EX. CONTOUR - MAJOR		
—	EX. CONTOUR - MINOR		
—	EX. POWER POLE		
—	EX. GUY WIRE		
—	EX. LIGHT		
—	EX. SIGN		
—	EX. STREET LIGHT		
—	EX. WATER METER		
—	EX. WATER METER		
—	EX. WATER MANHOLE		
—	EX. STORMWATER MANHOLE		
—	EX. IRRIGATION BOX		
—	EX. ELECTRICAL BOX		
—	EX. COMMUNICATIONS BOX		
—	EX. POST		
—	EX. SURVEY CONTROL POINT		
—	EX. TREE		

NOTES

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Arvada Holistic Health and Fitness Park
10275 West 55th Avenue

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER:	DATE
051.00	03-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

REVISIONS:

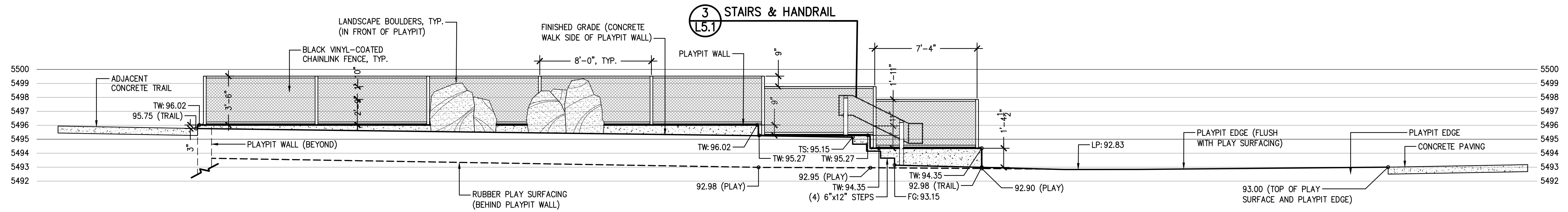
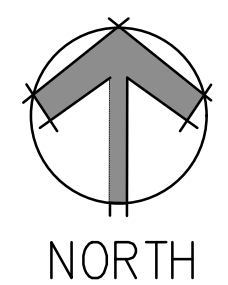
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CONSTRUCTION
DOCUMENTS

SHEET TITLE:
LAYPIT WALL
ELEVATIONS

SCALE: 1"=4'-0"

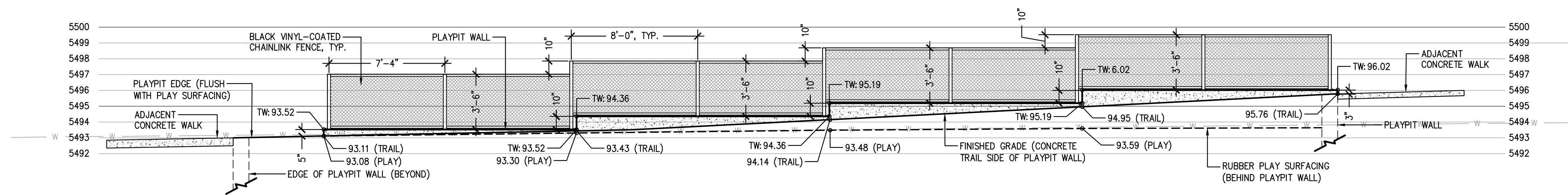
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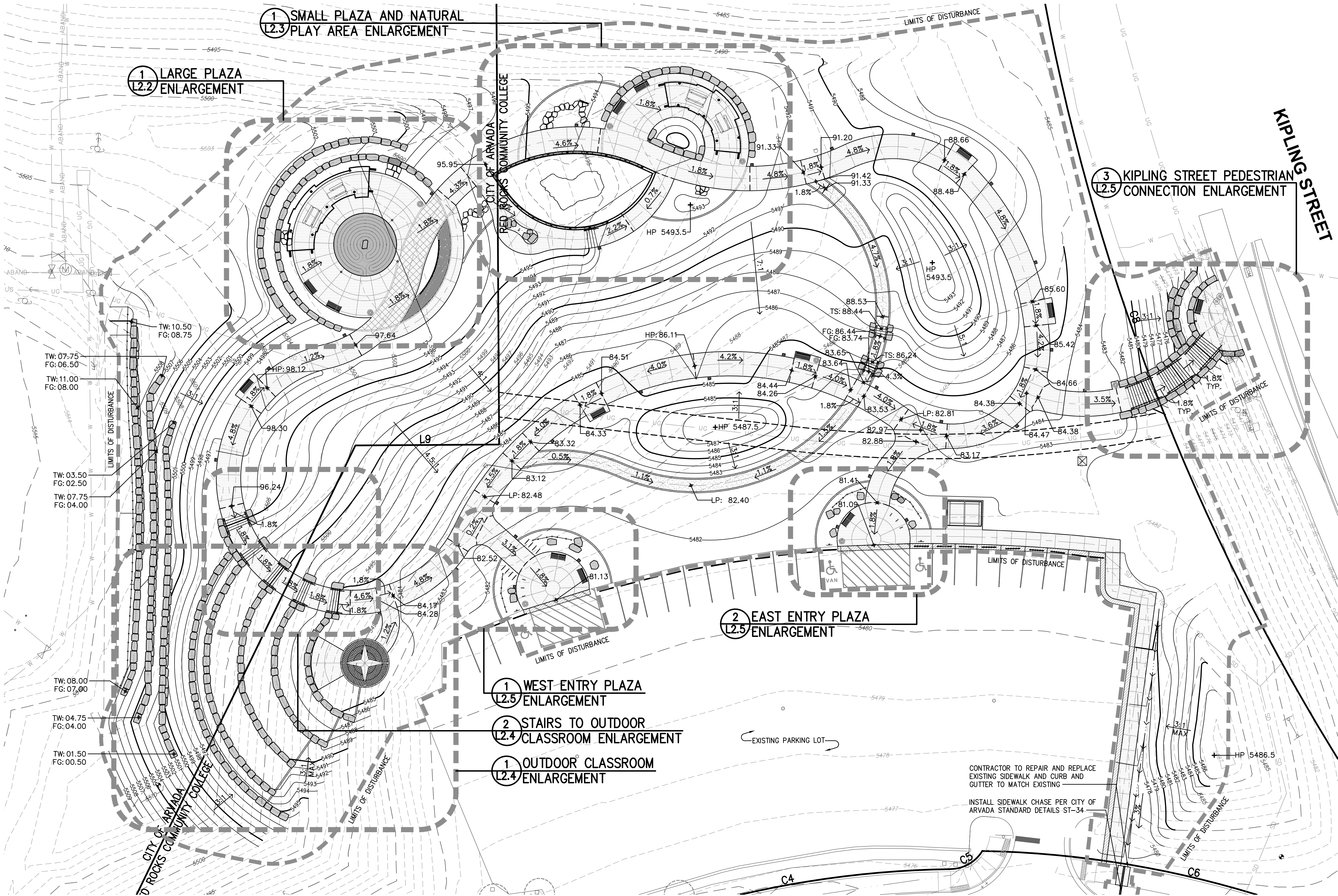
A PLAYPIT WALL ELEVATION

SCALE: 1" = 4'-0"



B PLAYPIT WALL ELEVATION

SCALE: 1" = 4'-0"



LEGEND

PROPERTY LINE	EX. ABANDONED LINE
EASEMENT LINE	EX. WATER LINE
ABAND	EX. STORMWATER LINE
W	EX. IRRIGATION LINE
SD	EX. OVERHEAD ELECTRICAL LINE
IR	UNDERGROUND ELECTRICAL LINE
OH	EX. FENCING
UE	EX. POWER POLE
X	EX. GUY WIRE
X	EX. LIGHT
X	EX. SIGN
X	EX. STREET LIGHT
X	EX. WATER METER
X	EX. WATER METER
X	EX. WATER MANHOLE
X	EX. STORMWATER MANHOLE
X	EX. IRRIGATION BOX
X	EX. ELECTRICAL BOX
X	EX. COMMUNICATIONS BOX
X	EX. POST
X	EX. SURVEY CONTROL POINT
X	EX. TREE

LIMITS OF DISTURBANCE

CONTOUR - MAJOR

CONTOUR - MINOR

BOULDER RETAINING WALL

CONCRETE PAVING

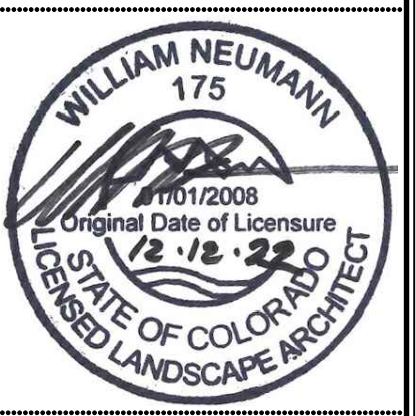
CRUSHER FINES

ASPHALT PATCH

DHM DESIGN

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LAND PLANNING
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Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DATE: 03-29-2023
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
GRADING PLAN

SCALE: 1"=20'-0"
SHEET NUMBER:

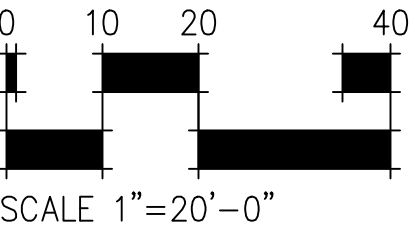
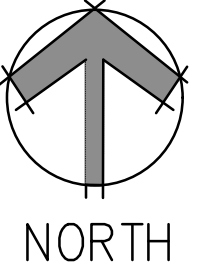
L3.0

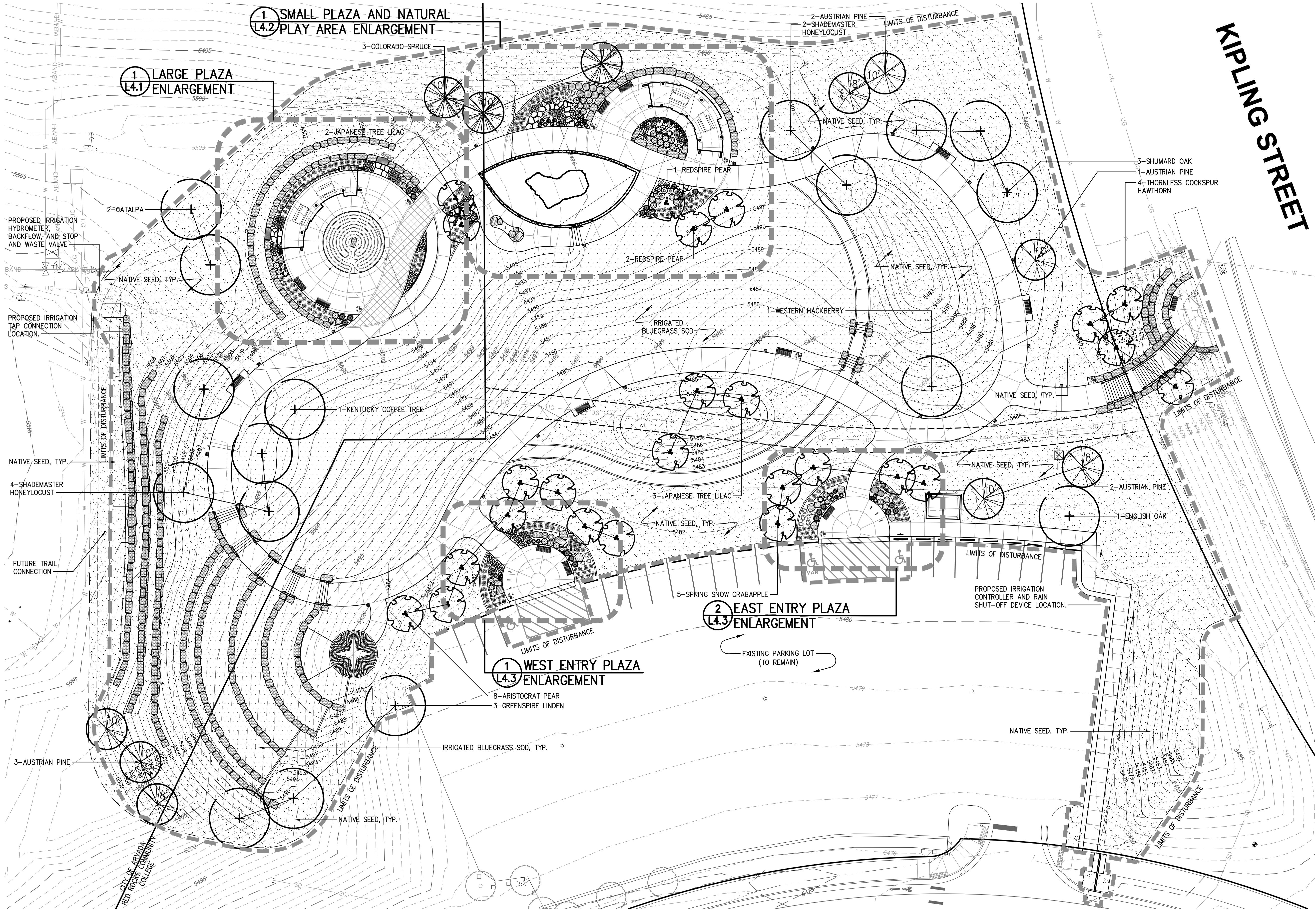
GRADING NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING BOTH LINE AND GRADE. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. CONTRACTOR WILL TAKE ON ALL RESPONSIBILITY SHOULD THEY PROCEED WITHOUT NOTIFICATION TO OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
2. THE CONTRACTOR SHALL STAKE ALL KEY AREAS AND SHALL RECEIVE APPROVAL FROM THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINES AND PUBLIC RIGHT-OF-WAYS AS A RESULT OF THIS PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
4. SPOT ELEVATIONS SHALL TAKE PRECEDENCE OVER CONTOURS. CONTRACTOR SHALL PROVIDE A SMOOTH FINISH GRADE THROUGHOUT THE ENTIRE PROJECT FREE OF RUTS, DEPRESSIONS AND IRREGULARITIES. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. ALL SWALES, DEPRESSIONS, ETC. NOT SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY IN WRITING.
5. THE CONTRACTOR SHALL ENSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF-WAYS.
6. REFER TO CIVIL PLANS FOR STORMWATER MANAGEMENT / EROSION CONTROL STANDARD NOTES AND DETAILS.
7. REFER TO CIVIL SHEET FOR ADDITIONAL SPOT ELEVATIONS.
8. CONTRACTOR TO REVIEW PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
9. TOP OF WALL (TW) IS MEASURED AT THE TOP ELEVATION OF THE WALLS. FINISHED GRADE (FG) IS MEASURED AT THE SURFACE OF THE FINISHED GRADE. "FG" IS USED INSTEAD OF "BW" AT WALLS TO AVOID CONFUSION OF THE TOTAL EXPOSED WALL HEIGHT. SEE ENLARGEMENTS FOR ADDITIONAL TW AND FG SPOT ELEVATIONS.

GRADING INTENT STATEMENT:

1. FOR ESTIMATED VOLUME OF CUT AND FILL BASED ON OUR PROPOSED GRADING PLAN, PLEASE SEE THE CHART TO THE RIGHT.
2. THE MAXIMUM HEIGHT OF FILL AT ANY ONE POINT ON THE SITE IS APPROXIMATELY 5.64 FEET OVER EXISTING
3. THE MAXIMUM DEPTH OF CUT AT ANY ONE POINT ON THE SITE IS APPROXIMATELY 15.10 FEET BELOW EXISTING
4. DUE TO THE SLOPING NATURE OF THE SITE, THE USE OF RETAINING WALLS IS NECESSARY TO PROVIDE USABLE SPACE FOR PARK USERS. AS SUCH, THERE ARE NUMEROUS LOCATIONS WHERE THE USE OF BOULDER RETAINING WALLS WILL BE INTEGRATED INTO THE SITE:
- 5.1. THE SOUTHWEST EDGE OF THE PROPOSED DESIGN CONTAINS AN AMPHITHEATER-LIKE AREA FOR OUTDOOR EXERCISE CLASSES, OR DISCUSSIONS AND TALKS. THE DESIGN OF THIS AREA IS TIED TO THE STAIRS ALONG THE TRAIL THAT TRANSVERSES AN APPROXIMATE GRADE CHANGE OF 11 FEET, WHILE PROVIDING WIDE, GENTLY SLOPED TERRACES THAT ALLOW FOR THESE ACTIVITIES - EACH TERRACE IS SUPPORTED BY A RETAINING WALL THAT IS APPROXIMATELY TWO FEET IN HEIGHT.
- 5.2. THERE ARE TERRACED WALLS ON THE WESTERN EDGE OF THE SITE TO TIE THE GRADE BACK INTO EXISTING, THESE WALLS RANGE IN HEIGHT FROM 1 - 2 FEET IN HEIGHT, TO 3 - 4 FEET IN HEIGHT, WITH THE MAJORITY BEING IN THE 1-2 FOOT RANGE.
- 5.3. THE LARGE PLAZA AT THE NORTHWEST OF THE SITE IS BENCHED INTO EXISTING GRADE USING TWO TIERS OF BOULDER RETAINING WALLS. THESE WALLS RANGE IN HEIGHT FROM 2-4 FEET.
- 5.4. THE SMALL PLAZA AT THE NORTH OF THE SITE IS SUPPORTED OVER EXISTING GRADE THAT DROPS AWAY ON THE NORTH EDGE BY A SINGLE RETAINING WALL. THIS WALL RANGES IN HEIGHT FROM 2-4 FEET.
- 5.5. THE PEDESTRIAN CONNECTION TO THE KIPLING STREET WALKWAY TRANSVERSES AN APPROXIMATE GRADE CHANGE OF 15 FEET UTILIZING THREE FLIGHTS OF STAIRS THAT ARE FLANKED BY BOULDER WALLS TO TAKE UP GRADE, THE SEATING AREA/ENTRY PLAZA ALONG THE KIPLING STREET WALKWAY IS BENCHED INTO EXISTING GRADE BY TWO TIERS OF RETAINING WALLS THAT ARE APPROXIMATELY 2 FEET IN HEIGHT.





LEGEND

---	PROPERTY LINE
---	EASEMENT LINE
---	EX. ABANDONED LINE
---	EX. WATER LINE
---	EX. STORMWATER LINE
---	EX. IRRIGATION LINE
---	EX. OVERHEAD ELECTRICAL LINE
---	EX. UNDERGROUND ELECTRICAL LINE
---	EX. FENCING
---	EX. POWER POLE
---	EX. GUY WIRE
---	EX. LIGHT
---	EX. SIGN
---	EX. STREET LIGHT
---	EX. WATER METER
---	EX. WATER METER
---	EX. WATER MANHOLE
---	EX. STORMWATER MANHOLE
---	EX. IRRIGATION BOX
---	EX. ELECTRICAL BOX
---	EX. COMMUNICATIONS BOX
---	EX. POST
---	EX. SURVEY CONTROL POINT
---	EX. TREE

--- LIMITS OF DISTURBANCE
--- CONTOUR - MAJOR
--- CONTOUR - MINOR
--- BOULDER RETAINING WALL
--- CONCRETE EDGER
--- BLUEGRASS SOD
--- NATIVE SEED

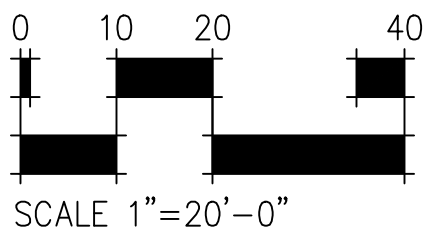
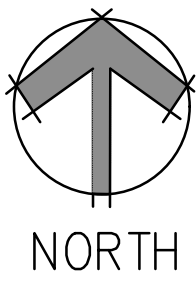
--- DECIDUOUS TREE
--- EVERGREEN TREE
--- ORNAMENTAL TREE

LANDSCAPE NOTES:

- ALL PLANT MATERIAL IS TO BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- ALL SHRUB BED AND TREE LOCATIONS ARE TO BE STAKED OUT ON THE SITE FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. PROVIDE SHRUB BED LAYOUT BASED UPON THIS LANDSCAPE PLAN AND NOT THE IRRIGATION PLAN.
- THE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED. THE CONTRACTOR SHALL REMOVE REQUIRED DEPTH OF SOIL ALONG CURBS AND WALKWAYS TO ACCOMMODATE SEED, SOD OR MULCH DEPTH.
- ALL AREAS TO BE PLANTED, SEEDED OR SODDED WILL HAVE THE TOPSOIL INSTALLED. THESE AREAS WILL THEN BE TILLED TO A MINIMUM 6" DEPTH INCORPORATING A-1 ORGANICS BIOCOMP CLASS 1 COMPOST AT A MINIMUM RATE OF 4 C.Y. PER 1000 S.F. THE DISTURBED AREAS OF THE SITE WILL THEN BE FINE GRADED IN PREPARATION FOR SEEDING, SODDING OR PLANTING AS SPECIFIED IN THE PLANS AND SPECIFICATIONS.
- ALL BED AREAS AND TREE PLANTINGS WILL RECEIVE A MINIMUM OF 4" OF WESTERN RED CEDAR MULCH OR APPROVED SUBSTITUTE. THE CONTRACTOR IS RESPONSIBLE FOR WEED CONTROL ON BEDS AND SEEDED AREAS UNTIL FINAL PROJECT ACCEPTANCE.
- ALL PLANT MATERIALS WILL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN AND STATE OF COLORADO INDUSTRY STANDARDS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. SYMBOLS ON ALL SHRUBS AND TREES SHALL TAKE PRECEDENCE OVER WRITTEN QUANTITIES FOUND ON PLANS.
- THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND WALKWAYS. HAVE ALL FINE GRADING APPROVED PRIOR TO SEEDING AND SODDING OR PLANTING.
- CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES, CURB AND GUTTER, WALKWAYS, IRRIGATION SYSTEM AND OTHER EXISTING FEATURES THAT IS A RESULT OF THEIR WORK. THE REPAIR OF SUCH DAMAGE WILL BE AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR TO REVIEW PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

IRRIGATION NOTES

- PROPOSED IRRIGATION SYSTEM SHALL INCORPORATE HIGH-EFFICIENCY, LOW-VOLUME SPRAY NOZZLES. PEAK APPLICATION RATES ARE:
 - BLUEGRASS TURF: 1.75" PER WEEK PEAK SEASON
 - ORNAMENTAL/SHRUB BED PLANTINGS: 1.00" PER WEEK PEAK SEASON
 - NATIVE SEED MIXES: 1.00" PER WEEK PEAK SEASON



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WILLIAM NEUMANN
175
Original Date of Licensure: 01/2008
Original Date of Renewal: 12-12-22
LICENSED LANDSCAPE ARCHITECT
STATE OF COLORADO

Arvada Holistic Health and Fitness Park
10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DATE: 03-29-2023
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

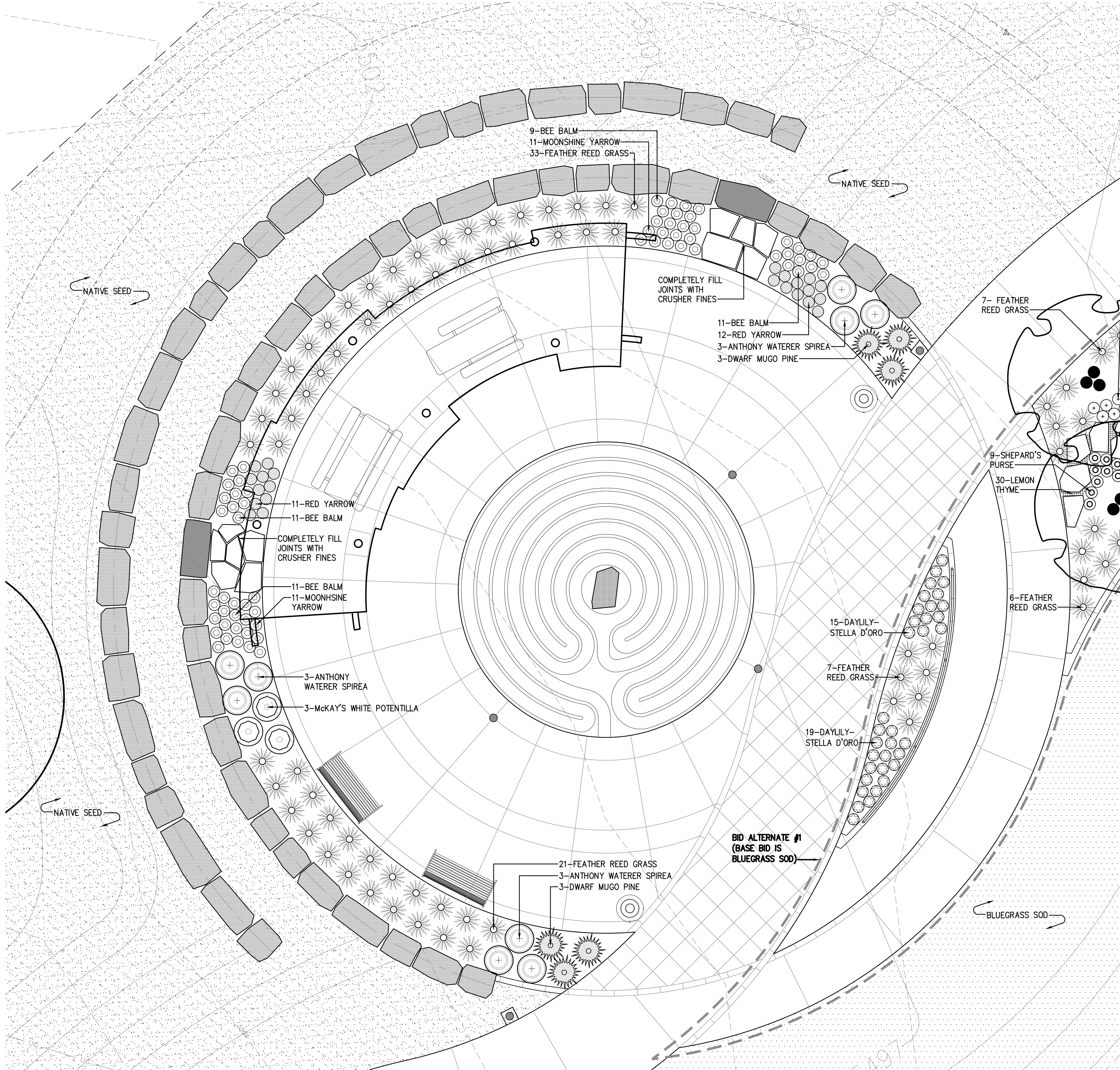
REVISIONS:

JOB DESCRIPTION: CONSTRUCTION DOCUMENTS

SHEET TITLE: PLANTING PLAN

SCALE: 1"=20'-0"
SHEET NUMBER:

L4.0



1 LARGE PLAZA ENLARGEMENT

SCALE: 1" = 5'-0"

LEGEND

---	PROPERTY LINE
---	EASEMENT LINE
---	EX. ABANDONED LINE
---	EX. WATER LINE
---	EX. STORMWATER LINE
---	EX. IRRIGATION LINE
---	EX. OVERHEAD ELECTRICAL LINE
---	EX. UNDERGROUND ELECTRICAL LINE
---	EX. FENCING
---	EX. POWER POLE
---	EX. GUY WIRE
---	EX. LIGHT
---	EX. SIGN
---	EX. STREET LIGHT
---	EX. WATER METER
---	EX. WATER METER
---	EX. WATER MANHOLE
---	EX. STORMWATER MANHOLE
---	EX. IRRIGATION BOX
---	EX. ELECTRICAL BOX
---	EX. COMMUNICATIONS BOX
---	EX. POST
---	EX. SURVEY CONTROL POINT
---	EX. TREE

BOULDER RETAINING WALL
CONCRETE EDGER
BLUEGRASS SOD
NATIVE SEED

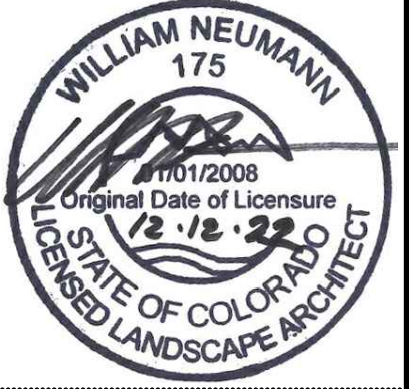
DECIDUOUS TREE
EVERGREEN TREE
ORNAMENTAL TREE

NOTE:
RE: L4.0 FOR TREE LABELS, TYP.

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Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

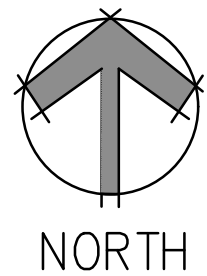
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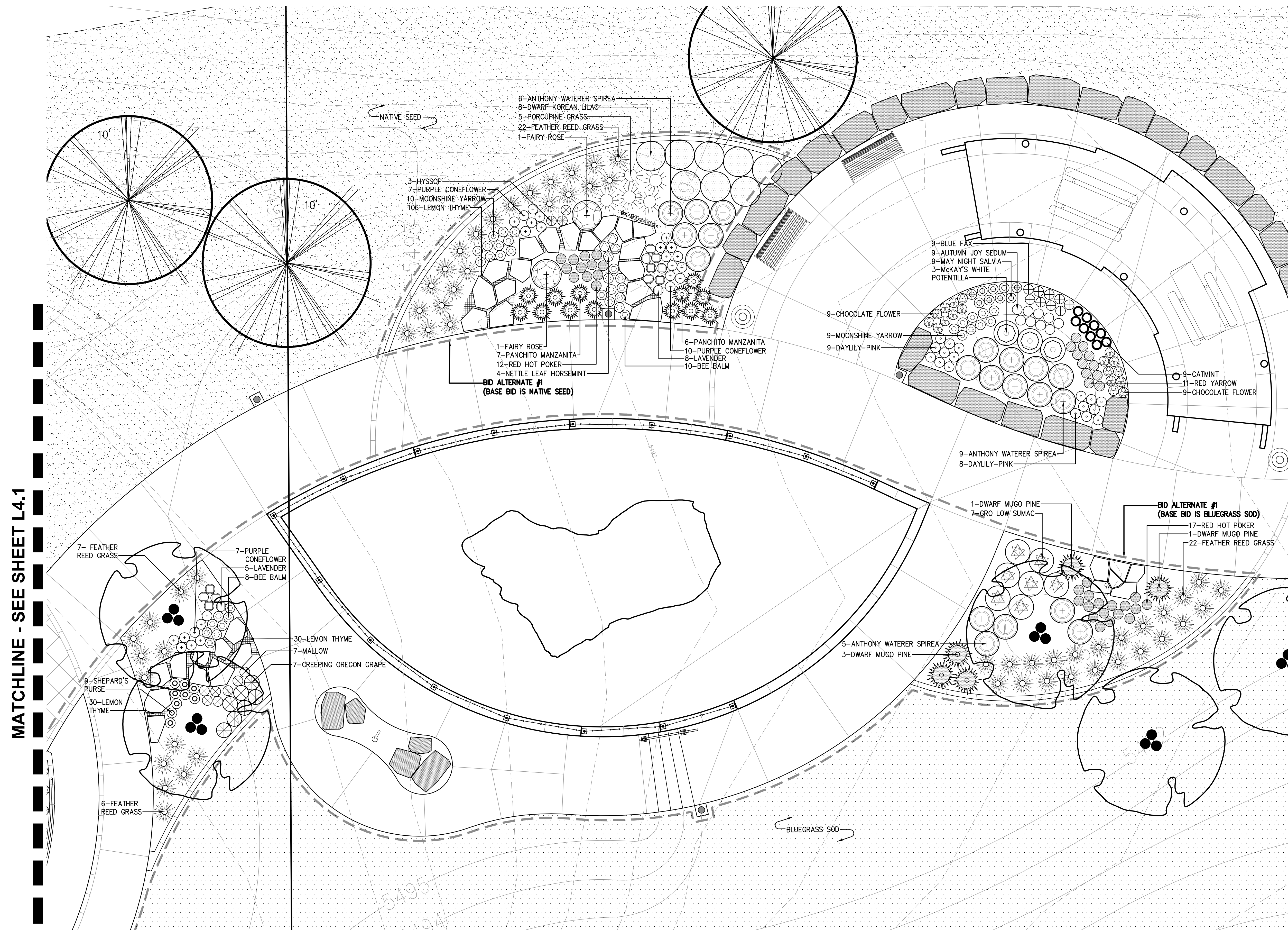
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PLANTING ENLARGEMENTS

SCALE: 1" = 5'-0"
SHEET NUMBER:

L4.1



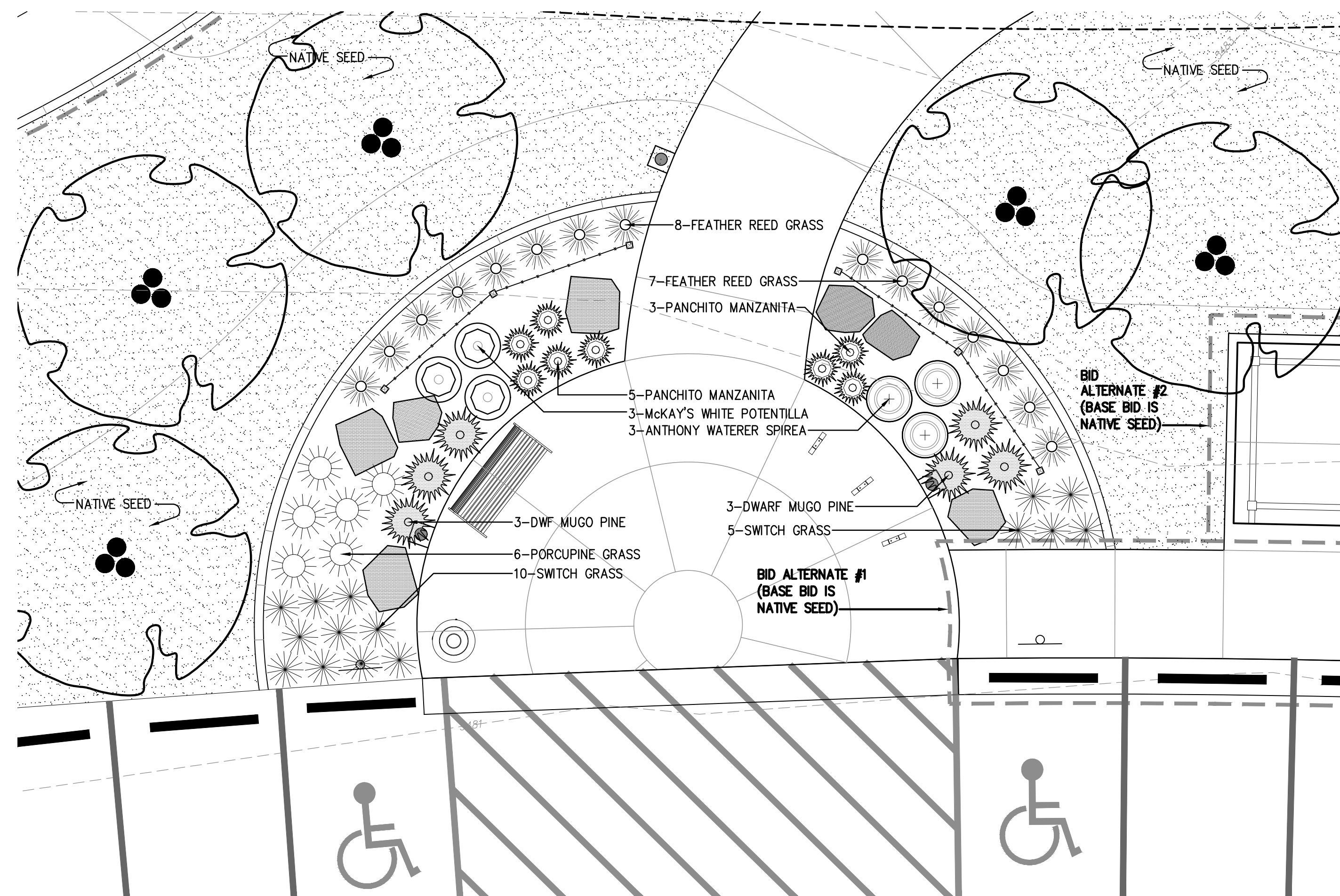
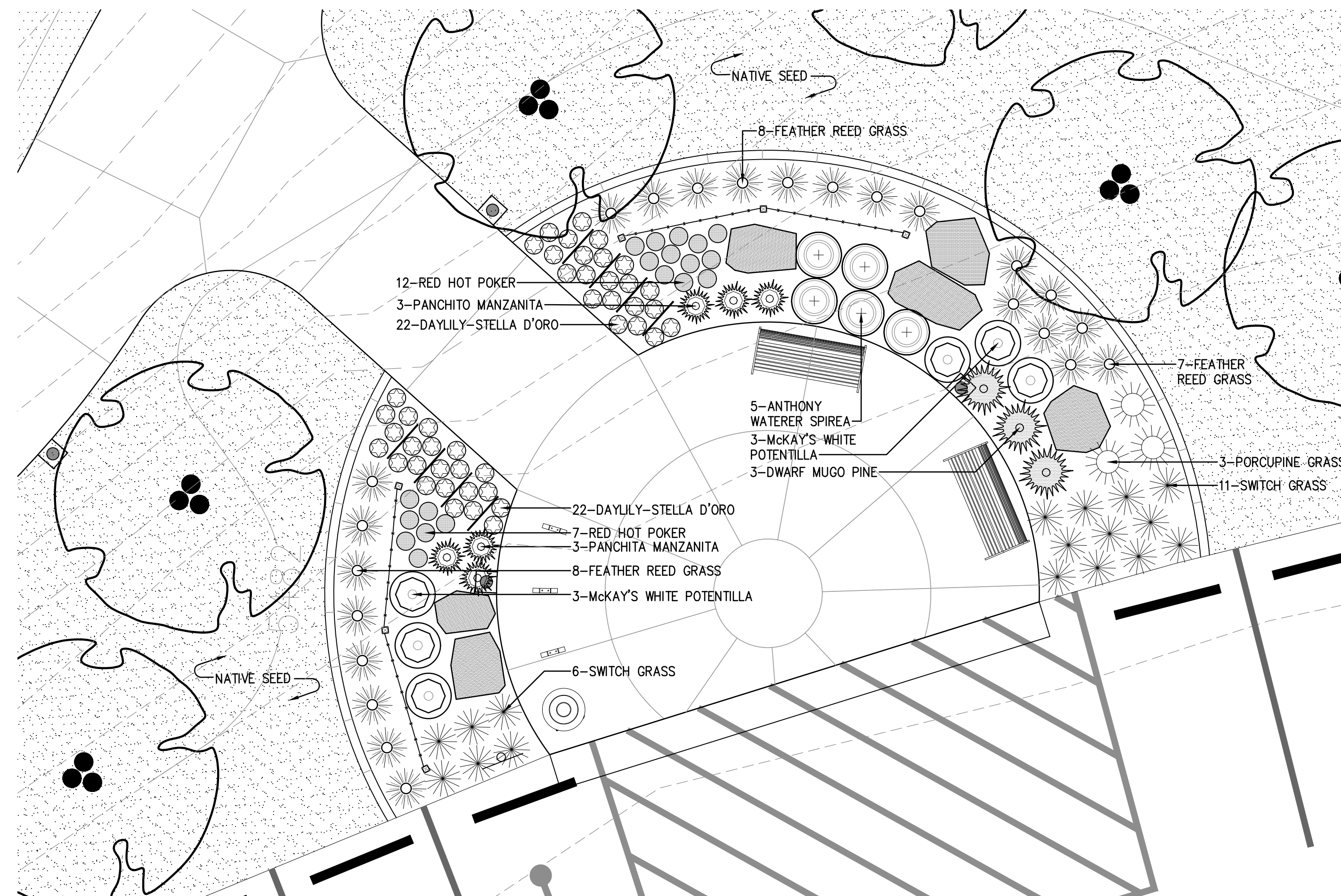


1 SMALL PLAZA AND NATURAL PLAY AREA ENLARGEMENT

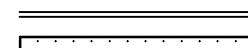
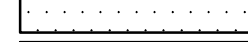
LEGEND

————	PROPERTY LINE
- - - - -	EASEMENT LINE
ABAND	EX. ABANDONED LINE
W	EX. WATER LINE
SD	EX. STORMWATER LINE
IR	EX. IRRIGATION LINE
OH	EX. OVERHEAD ELECTRICAL LINE
UE	EX. UNDERGROUND ELECTRICAL LINE
-X- -X-	EX. FENCING
⚡	EX. POWER POLE
⚡	EX. GUY WIRE
☀	EX. LIGHT
⚡	EX. SIGN
⚡	EX. STREET LIGHT
Ⓜ	EX. WATER METER
Ⓜ	EX. WATER METER
Ⓜ	EX. WATER MANHOLE
Ⓜ	EX. STORMWATER MANHOLE
IRRI	EX. IRRIGATION BOX
EE	EX. ELECTRICAL BOX
COM	EX. COMMUNICATIONS BOX
Ⓜ	EX. POST
⚡	EX. SURVEY CONTROL POINT
Ⓜ	EX. TREE
▬▬▬▬▬▬	BOULDER RETAINING WALL
▬▬▬▬▬▬	CONCRETE EDGER
▬▬▬▬▬▬	BLUEGRASS SOD
▬▬▬▬▬▬	NATIVE SEED
+	DECIDUOUS TREE
⊗	EVERGREEN TREE
⊙	ORNAMENTAL TREE

DHM DESIGN



LEGEND

_____	PROPERTY LINE
_____	EASEMENT LINE
_____ ABAND _____	EX. ABANDONED LINE
_____ W _____	EX. WATER LINE
_____ SD _____	EX. STORMWATER LINE
_____ IR _____	EX. IRRIGATION LINE
_____ OH _____	EX. OVERHEAD ELECTRICAL LINE
_____ UE _____	EX. UNDERGROUND ELECTRICAL LINE
_____ X _____ X _____	EX. FENCING
	EX. POWER POLE
	EX. GUY WIRE
	EX. LIGHT
	EX. SIGN
	EX. STREET LIGHT
	EX. WATER METER
	EX. WATER METER
	EX. WATER MANHOLE
	EX. STORMWATER MANHOLE
	EX. IRRIGATION BOX
	EX. ELECTRICAL BOX
	EX. COMMUNICATIONS BOX
	EX. POST
	EX. SURVEY CONTROL POINT
	EX. TREE
	BOULDER RETAINING WALL
	CONCRETE EDGER
	BLUEGRASS SOD
	NATIVE SEED
	DECIDUOUS TREE
	EVERGREEN TREE
	ORNAMENTAL TREE

NOTE:
RE: L4.0 FOR TREE LABELS, TYP.

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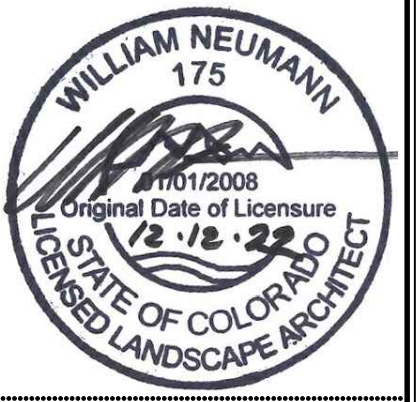


Figure 1

Figure 1

[illegible]

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE 03-29-2023

DATE
-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

.....

REVISIONS:

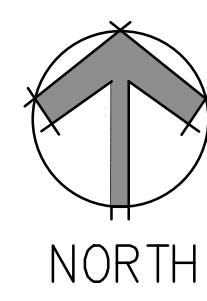
JOB DESCRIPTION:
CONSTRUCTION
DOCUMENTS

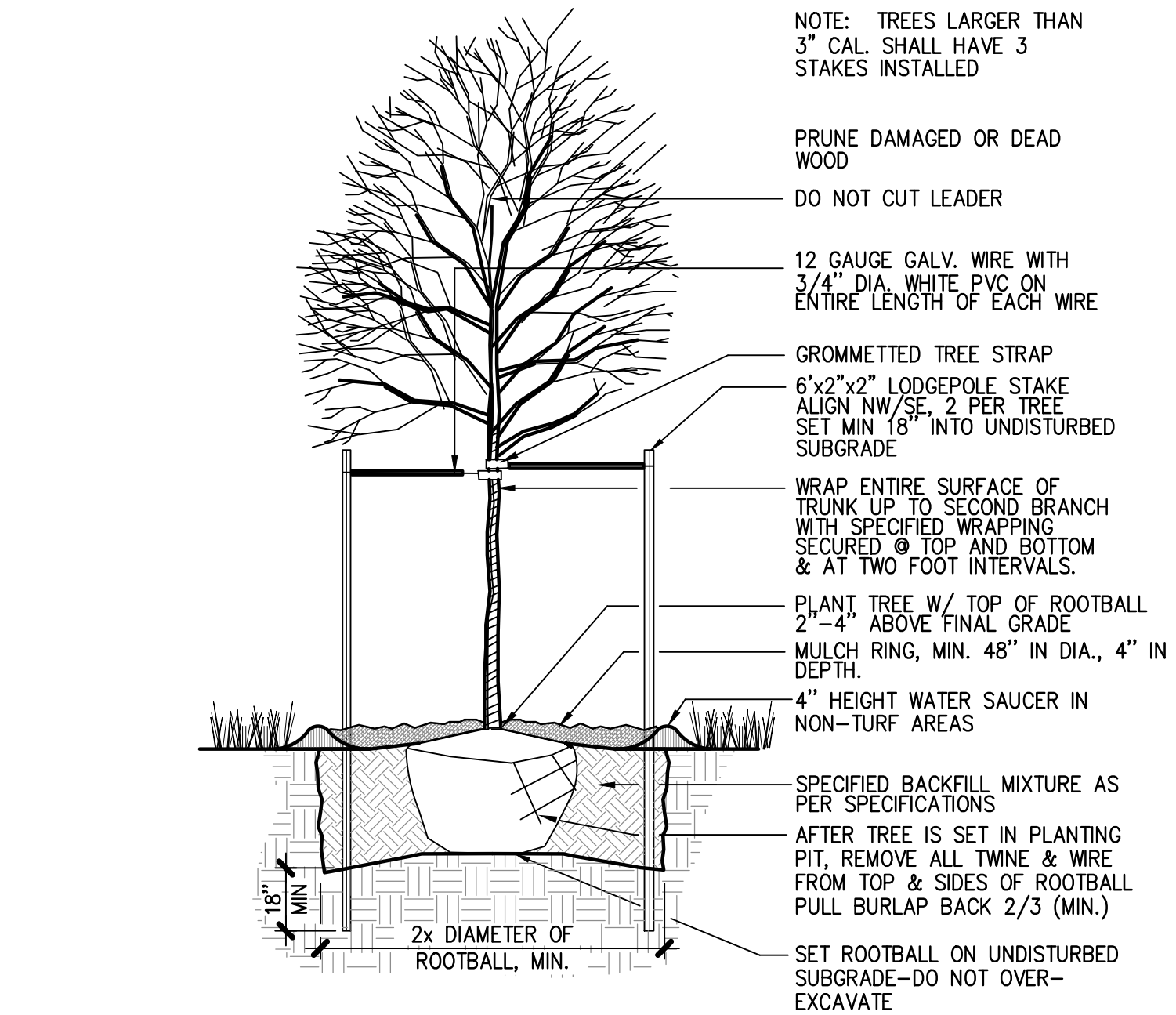
SHEET TITLE:
PLANTING
ENLARGEMENTS

SCALE: 1" = 5'-0"

143

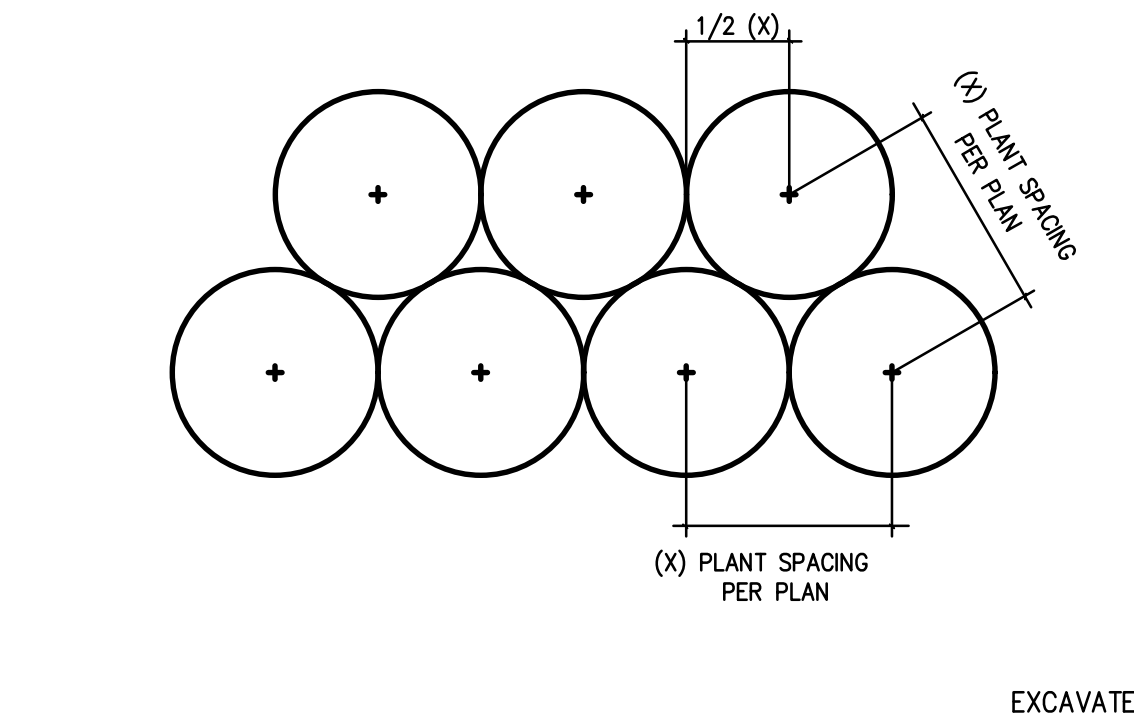
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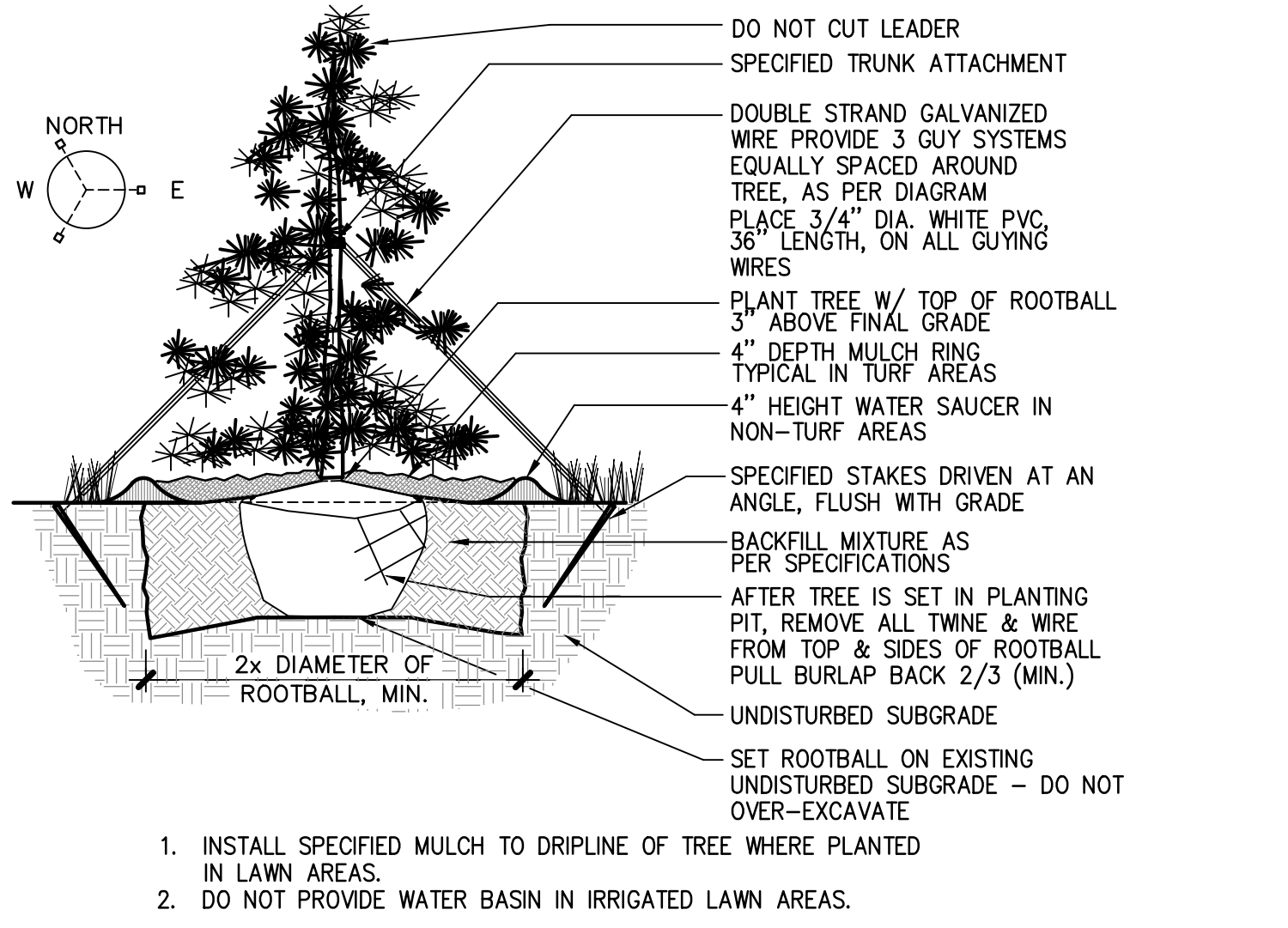
1 TYPICAL DECIDUOUS TREE PLANTING

NOT TO SCALE



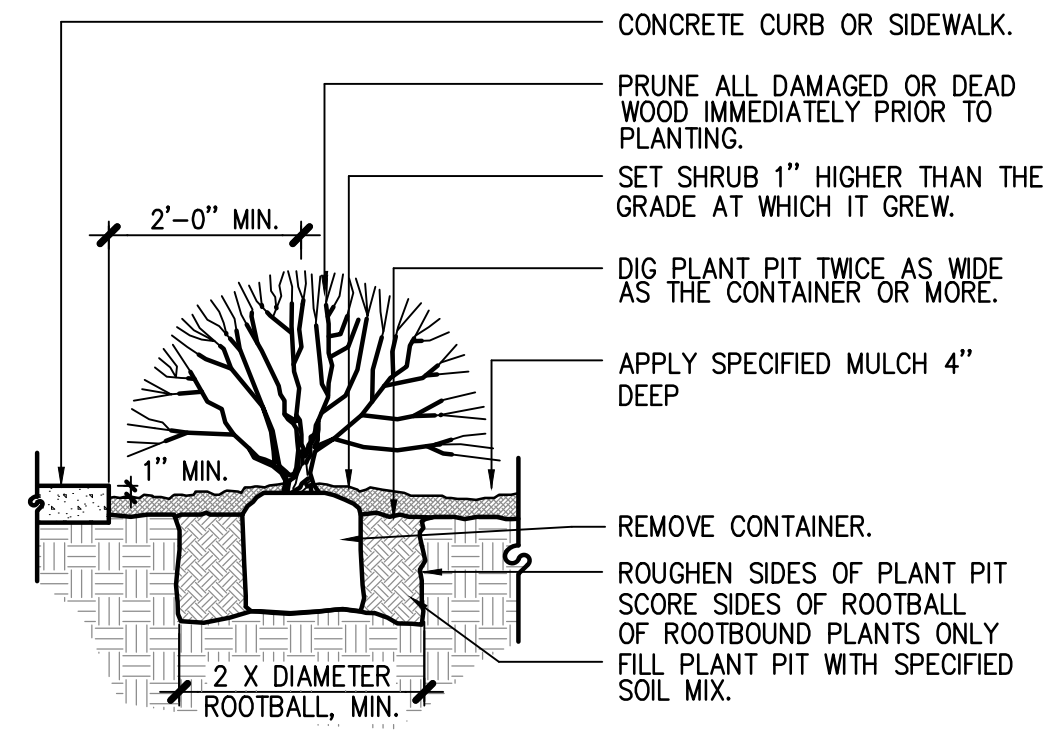
3 TYPICAL SHRUB LAYOUT

NOT TO SCALE



2 TYPICAL EVERGREEN TREE PLANTING

NOT TO SCALE



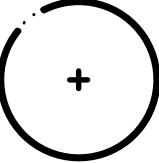
GENERAL NOTES

- HOLD GRADE 1" BELOW EDGE OF WALK OR CURB
- SHRUB PLANTING - REFER TO SHRUB BED LAYOUT FOR PLACEMENT OF SHRUBS.
- FOR GROUPINGS OF SHRUBS, MULCH ENTIRE PLANTING AREA. FOR INDIVIDUAL SHRUBS, MULCH PLANTING PIT AREA ONLY.
- GRADE EDGE OF PLANTING AREAS TO RETAIN MULCH.
- ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.

4 TYPICAL SHRUB PLANTING

NOT TO SCALE

PROPOSED PLANT LIST

Symbol	Quantity	Common Name	Botanical Name	Min. Size	Irrigation (Drip, Spray, or Rotor)	Water Requirements (Very Low, Low, Moderate, High)
	DECIDUOUS TREES					
	1	English Oak	Quercus robur	2" cal., B&B, Specimen	Rotor/Drip	M,H
	3	Greenspire Linden	Tilia cordata 'Greenspire'	2" cal., B&B, Specimen	Rotor/Drip	M
	1	Kentucky Coffeetree	Gymnocladus dioica 'Espresso'	2" cal., B&B, Specimen	Rotor/Drip	L,M
	6	Shademaster Honeylocust	Gleditsia triacanthos 'Shademaster'	2" cal., B&B, Specimen	Rotor/Drip	L,M
	3	Shumard Oak	Quercus robur	2" cal., B&B, Specimen	Rotor/Drip	M
	2	Western Catalpa	Catalpa speciosa	2" cal., B&B, Specimen	Rotor/Drip	M
	DECIDUOUS ORNAMENTAL TREE					
	8	Aristocrat Pear	Pyrus calleryana 'Aristocrat'	2" cal., B&B, Specimen	Rotor/Drip	M
	5	Japanese Tree Lilac	Syringa reticulata	2" cal., B&B, Specimen	Rotor/Drip	M
	3	Redspire Pear	Pyrus calleryana 'Redspire'	2" cal., B&B, Specimen	Rotor/Drip	M
	5	Spring Snow Crabapple	Malus 'Spring Snow'	2" cal., B&B, Specimen	Rotor/Drip	M,H
	4	Thornless Cockspur Hawthorne	Crataegus crus-galli inermis	2" cal., B&B, Specimen	Rotor/Drip	L,M
	EVERGREEN TREES					
	8	Austrian Pine	Pinus nigra	8-10' ht, B&B, Specimen (Refer to Plan)	Rotor/Drip	L,M
	3	Colorado Spruce	Picea pungens	10' ht, B&B, Specimen (Refer to Plan)	Rotor/Drip	M,H
	EVERGREEN SHRUBS					
	20	Dwarf Mugo Pine	Pinus mugo pumilio	# 5, container	Drip	L,M
	DECIDUOUS SHRUBS					
	27	Panchito Manzanita	Arctostaphylos coloradoensis	# 5, container	Drip	L,M
	37	Anthony Waterer Spirea	Spirea japonica 'Anthony Waterer'	# 5, container	Drip	M
	8	Dwarf Korean Lilac	Syringa meyeri 'Palibin'	# 5, container	Drip	L,M
	2	Fairy Rose	Rosa 'The Fairy'	# 5, container	Drip	M
	7	Gro Low Sumac	Rhus aromatica 'Gro-Low'	# 5, container	Drip	L,M
	15	McKay's White Potentilla	Potentilla fruticosa 'McKay's White'	# 5, container	Drip	L,M
	ORNAMENTAL GRASSES					
	156	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	# 1, container	Drip	L,M
	14	Porcupine Grass	Miscanthus sinensis 'Strictus'	# 1, container	Drip	M
	32	Switch Grass	Panicum virgatum	# 1, container	Drip	L,M
	PERENNIALS					
	9	Autumn Joy Sedum	Sedum 'Autumn Joy'	# 1, container	Drip	L,M
	9	Catmint	Nepta x faassenii	# 1, container	Drip	L,M
	18	Chocolate Flower	Berlandiera lyrata	# 1, container	Drip	L,M
	17	Daylily-Pink	Hemerocallis 'Hall's Pink'	# 1, container	Drip	L,M
	78	Daylily-Stella D'Oro	Hemerocallis 'Stella de Oro'	# 1, container	Drip	L,M
	3	Hyssop	Agastache aurantiaca 'Coronado'	# 1, container	Drip	L,M
	166	Lemon Thyme	Thymus x citridoris	# 1, container	Drip	L,M
	9	May Night Salvia	Salvia x sylvestris 'May Night'	# 1, container	Drip	L,M
	48	Red Hot Poker	Kniphofia 'Stark's Early Hybrids'	# 1, container	Drip	L,M
	MEDICINAL PLANTS					
	60	Bee Balm	Monarda fistulosa	# 1, container	Drip	L,M
	9	Blue flax	Linum lewisii	# 1, container	Drip	L,M
	7	Creeping Oregon Grape	Mahonia repens	# 1, container	Drip	L,M
	13	Lavender	Lavendula angustifolia	# 1, container	Drip	M
	7	Mallow	Malva neglecta	# 1, container	Drip	M
	4	Nettle-Leaf Horsemint	Agastache urticifolia	# 1, container	Drip	L,M
	26	Purple Coneflower	Echinacea purpurea	# 1, container	Drip	L,M
	9	Shepard's Purse	Capsella bursa-pastoris	# 1, container	Drip	L,M
	42	Yarrow - Moonshine	Achillea 'Moonshine'	# 1, container	Drip	L,M
	NATIVE SEED MIX					
	PERIODICALLY IRRIGATED DRYLAND NATIVE GRASS SEED MIX					
	30% EPHRAIM CRESTED WHEATGRASS					
	20% DWARF PERENNIAL RYEGRASS					
	25% SHEEP FESCUE					
	10% REUBENS CANADA BLUEGRASS					
	15% CHEWINGS FESCUE					
	SEED AT 40 POUNDS PURE LIVE SEED PER ACRE					
	WATER USE: LOW					
	BLUEGRASS SOD					
	PROVIDED BY: HORIZON TURF NURSERY					
	APPLICATION METHOD: SOD (BIG ROLLS WHERE POSSIBLE)					
	COMMON NAME					
	TEXAS HYBRID (PROPRIETARY)					
	100%					
	WATER USE: HIGH					

TREE MITIGATION TABLE

CALIPER INCHES REMOVED	CALIPER INCHES ADDED	NET CALIPER INCH GAIN
38"	108"	70"

NOTE: THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. SYMBOLS ON ALL SHRUBS AND TREES SHALL TAKE PRECEDENCE OVER WRITTEN QUANTITIES FOUND ON PLANS.

ARVADA STANDARD LANDSCAPE NOTES

- SITE SHALL BE LANDSCAPED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY (CO) DURING THE GROWING SEASON OF APRIL 1ST TO OCTOBER 1ST, AT ALL OTHER TIMES THE INDIVIDUAL SITES SHALL BE LANDSCAPES WITHIN 45 (FORTY-FIVE) DAYS OF THE START OF THE FOLLOWING GROWING SEASON.
- LANDSCAPE MAINTENANCE:
 - ALL PLANTS SHALL BE MAINTAINED CONTINUALLY IN A HEALTHY CONDITION IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL HORTICULTURE STANDARDS AND PRACTICES. PLANTS THAT DIE OR ARE UNHEALTHY SHALL BE REPLACED ACCORDING TO THE APPROVED LANDSCAPE PLAN.
 - REGULAR PRUNING AND TRIMMING SHALL BE PERFORMED TO MAINTAIN HEALTH AND AN ATTRACTIVE APPEARANCE AND TO PERMIT THE PLANTS TO ACHIEVE THEIR INTENDED FORM AND HEIGHT.
 - ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF WEEDS, LITTER AND TRASH AND ALL IRRIGATION SYSTEMS SHALL BE PROPERLY MAINTAINED.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. TREES, SHRUBS, AND DECORATIVE GRASSES WILL BE IRRIGATED BY A SEPARATE ZONE FROM SOD/GRASS; THIS INCLUDES TREES PLANTED IN SOD/GRASS AREA. THE IRRIGATION SYSTEM IS TO HAVE A RAIN SENSOR SHUT-OFF INSTALLED.
- LANDSCAPING THAT LIES WITHIN SITE TRIANGLES SHALL NOT GROW TO BE OVER 2'-6" IN HEIGHT.
- TREES AND LANDSCAPING WITHIN DEVELOPMENTS, WHEN FULL MATURE, SHALL PROVIDE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13'-6" AND PROVIDE THE MINIMUM UNOBSTRUCTED FIRE APPARATUS ACCESS ROAD WIDTH AS REQUIRED BASED ON THE HEIGHT OF THE BUILDING.
- TREES SHALL NOT BE PLANTED CLOSER THAN 10 FEET TO ANY SEWER OR WATER LINE, METERS, AND VAULTS. TREE PLANTING SHALL BE COORDINATED WITH XCEL ENERGY. LOCATIONS OF ALL UTILITIES SHALL BE VERIFIED IN THE FIELD PRIOR TO PLANTING.

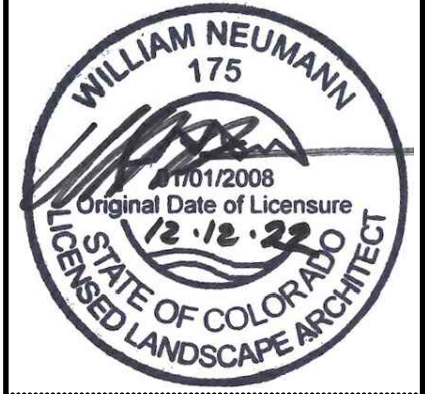


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LAND PLANNING
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Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE: 03-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

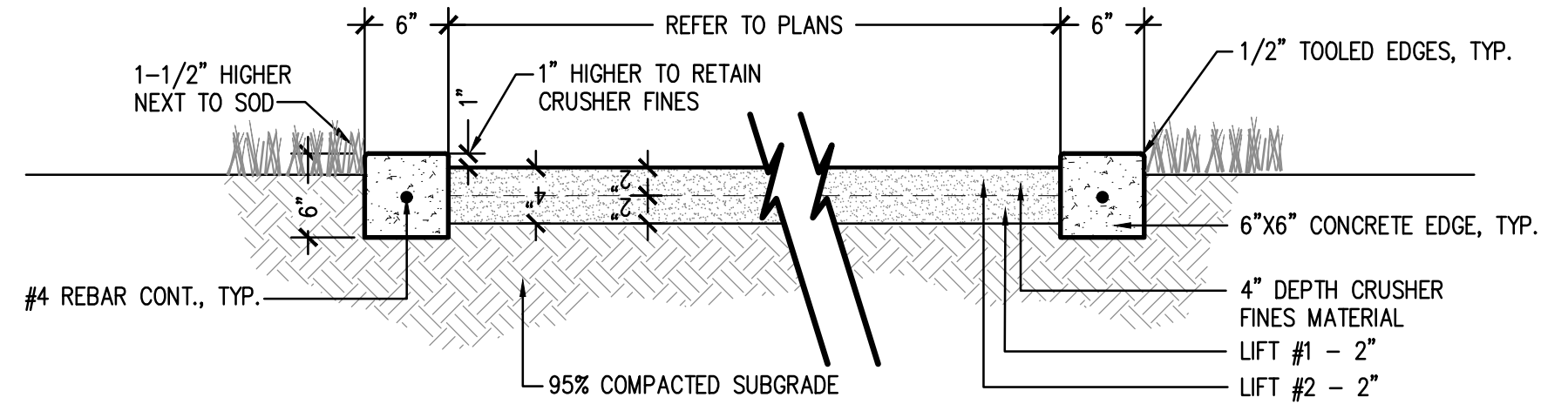
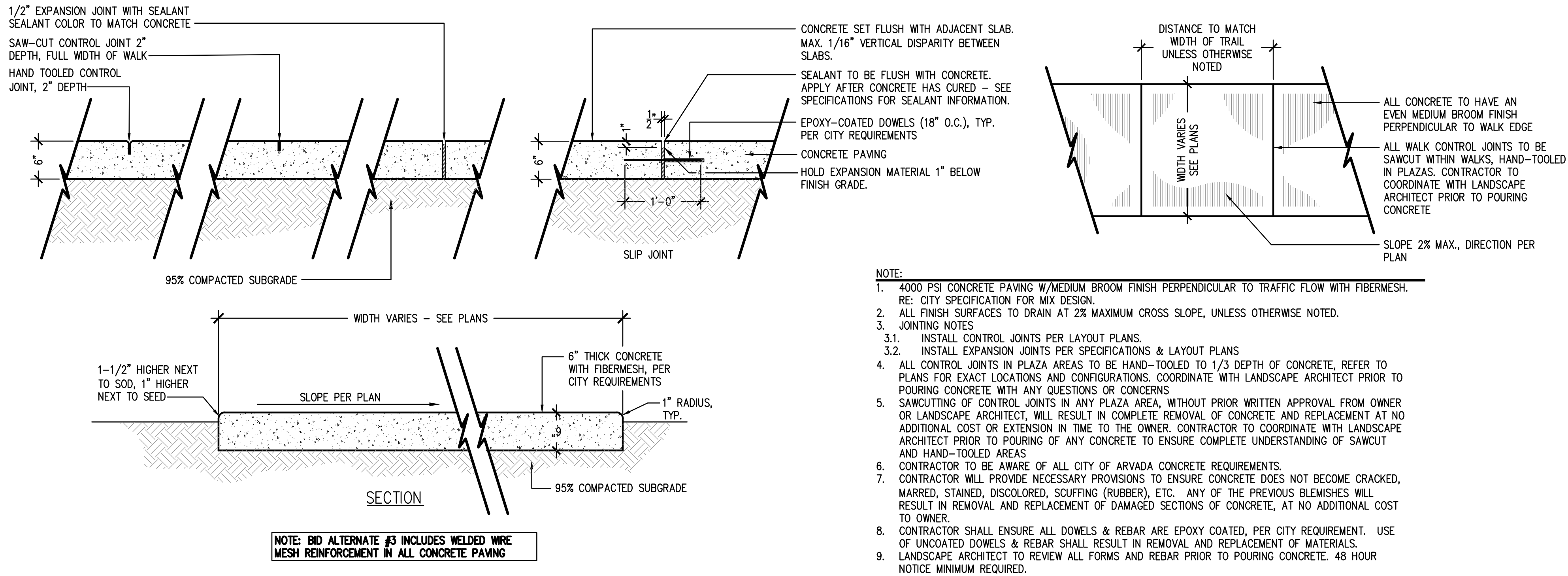
REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
PLANTING DETAILS & PLANT LIST

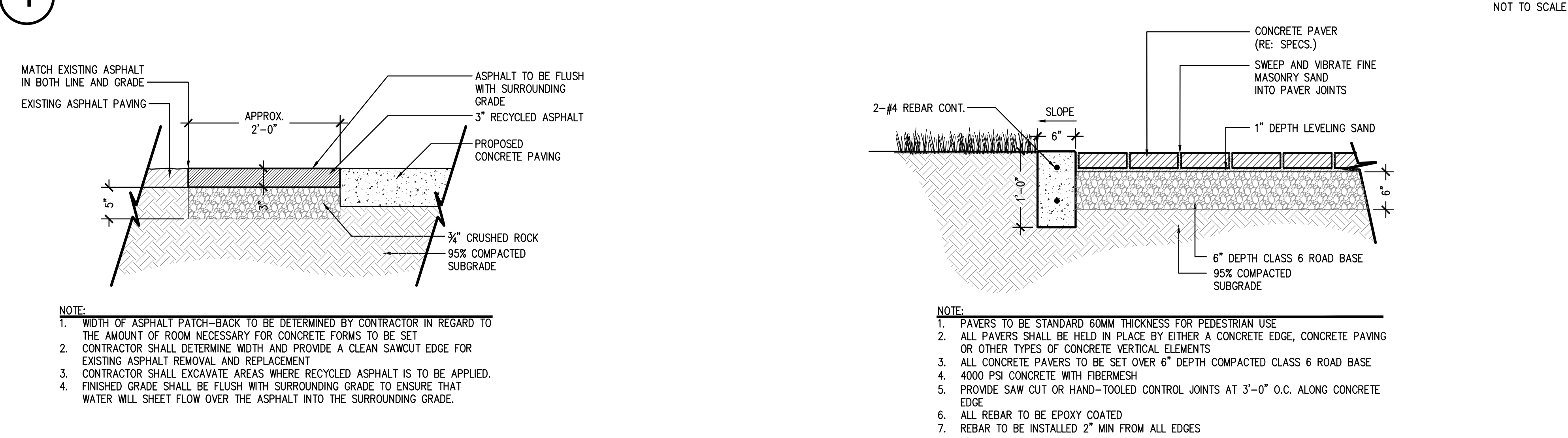
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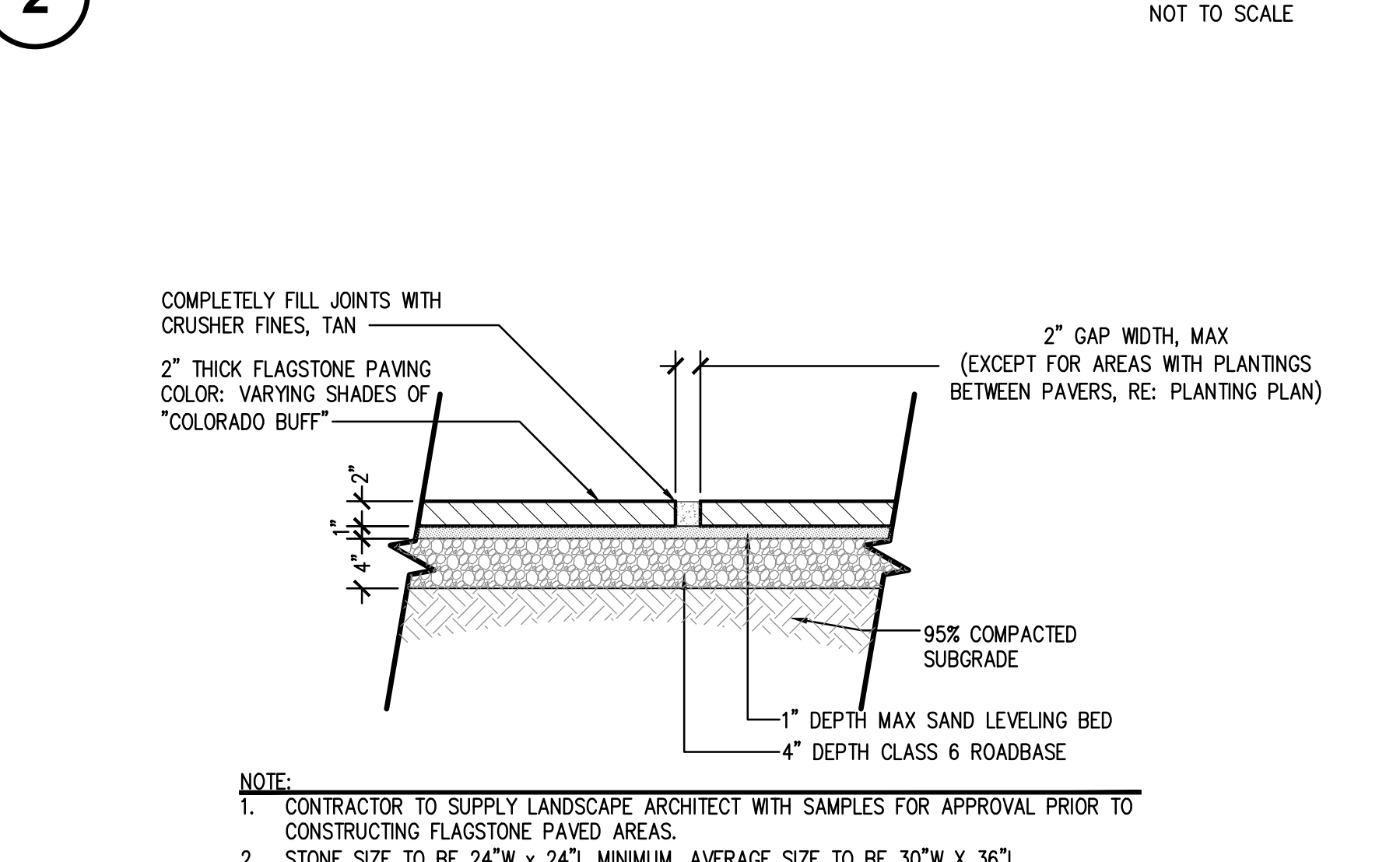


- NOTE:
- CRUSHER FINES MATERIAL SHALL MEET THE FOLLOWING SPECIFICATIONS: CLEAN, HARD, DURABLE PARTICLES OR FRAGMENTS OF 3/8" MINUS SELECT TAN CRUSHED GRANITE, RIVER ROCK OR BASALT. FINES SHALL BE ANGULAR AND MINIMUM OF 90% SHALL HAVE AT LEAST ONE FRACTURED FACE. COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT, SAMPLES OF FINES TO BE SUBMITTED FOR APPROVAL PRIOR TO APPLICATION.
 - TRAIL SUBGRADE SHALL BE ROLLED AND COMPACTED WITH NO LESS THAN 10 PASSES OF THE ROLLER. BOTH 2" LIFTS OF CRUSHER FINES APPLICATION SHALL BE WATERED, ROLLED AND COMPACTED WITH NO LESS THAN 5 PASSES EACH OF THE ROLLER, NO TRAIL COMPACTION TESTING WILL BE REQUIRED.
 - CONTRACTOR TO APPLY SPECIFIED SOIL STABILIZER PER MANUFACTURERS SPECIFICATIONS.
 - REBAR TO BE INSTALLED 2" MIN. FROM ALL EDGES
 - 4000 PSI CONCRETE WITH FIBERMESH
 - PROVIDE SAW CUT OR HAND-TOOLED CONTROL JOINTS AT 3'-0" O.C. ALONG CONCRETE EDGE
 - ALL REBAR TO BE EPOXY COATED
 - LANDSCAPE ARCHITECT TO REVIEW ALL FORMS AND REBAR PRIOR TO POURING CONCRETE. 48 HOUR NOTICE MINIMUM REQUIRED.

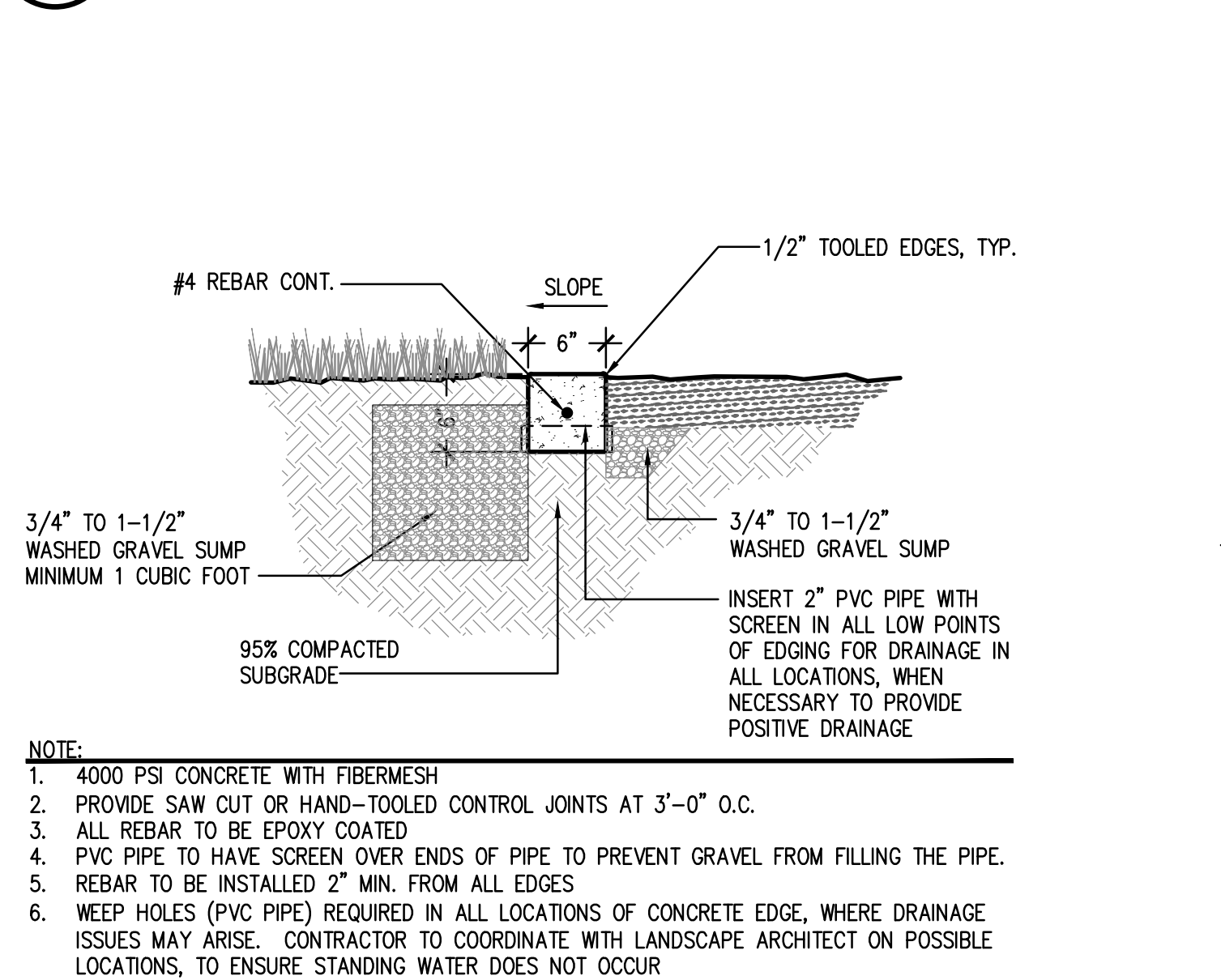
1 CONCRETE PAVING



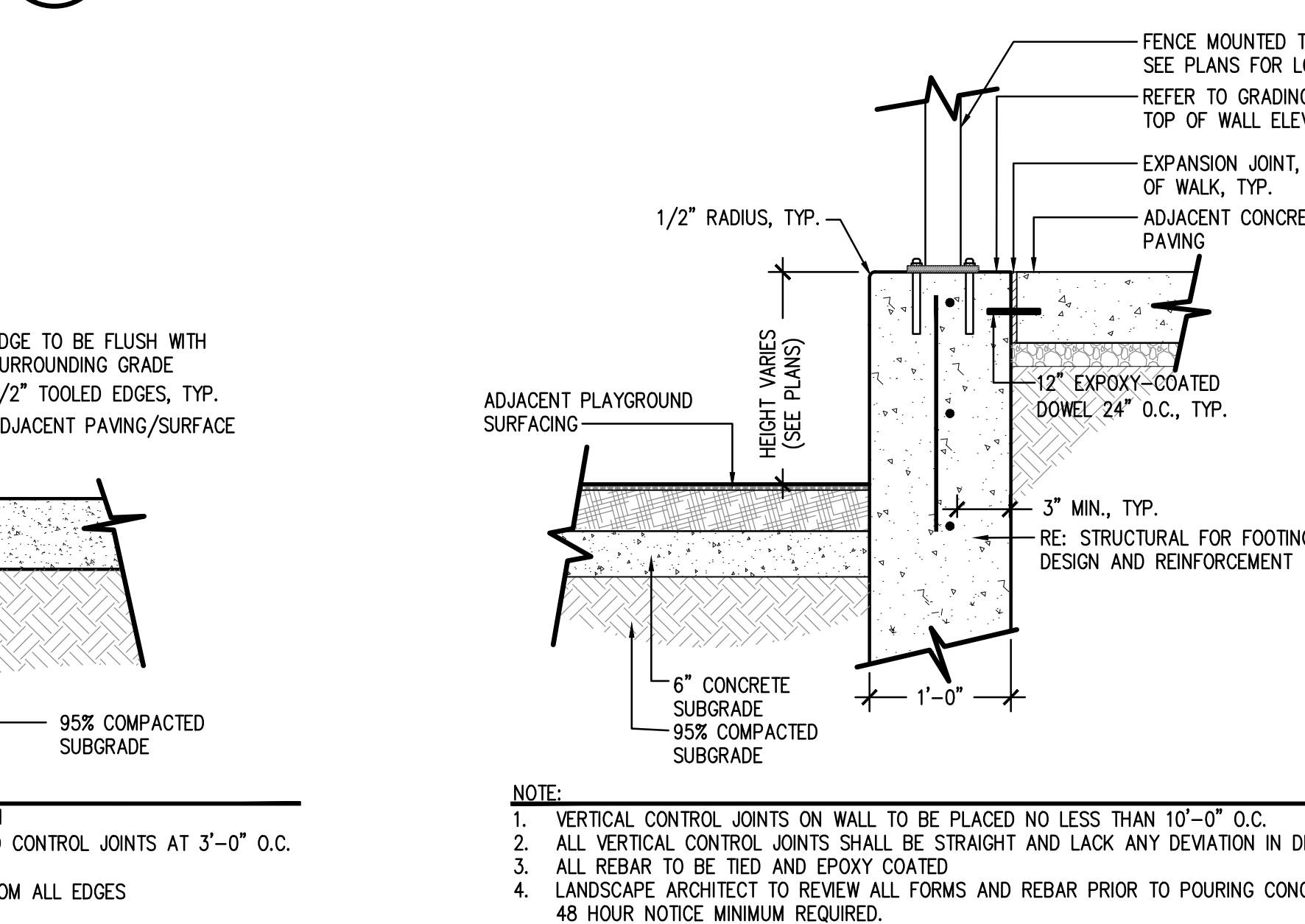
2 CRUSHER FINES



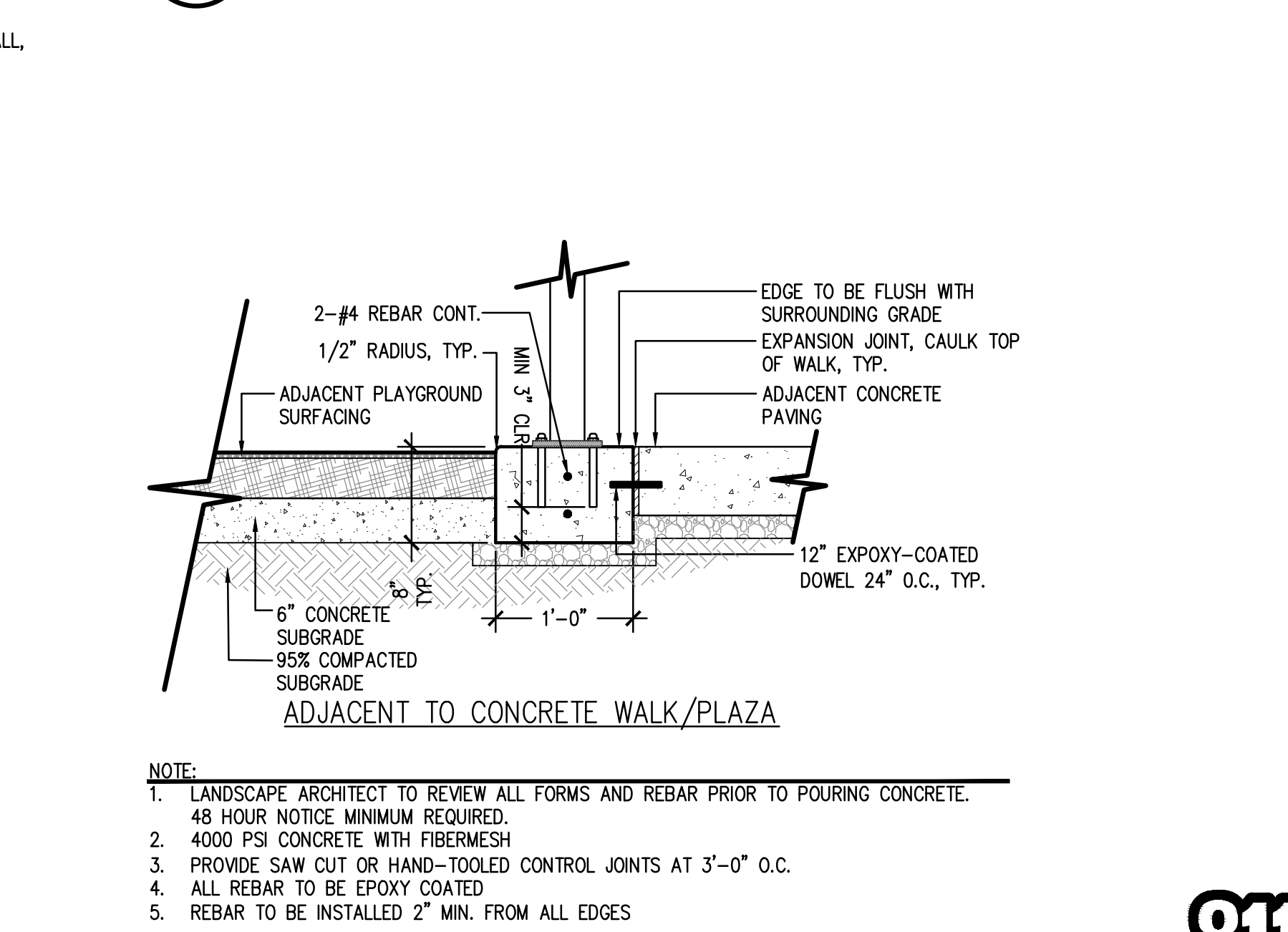
3 ASPHALT PATCH (ALONG EXISTING PARKING LOT)



4 CONCRETE PAVERS (COMPASS ROSE & LABYRINTH)



5 FLAGSTONE PAVERS (LANDSCAPE BEDS)



6 6x6 CONCRETE EDGE

NOT TO SCALE

7 6x12 CONCRETE EDGE

NOT TO SCALE

8 PLAYPIT WALL (ADJACENT TO PLAYGROUND AREA)

NOT TO SCALE

9 PLAYPIT EDGE (ADJACENT TO PLAYGROUND AREA)

NOT TO SCALE



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WILLIAM NEUMANN

175

Original Date of License

12-12-22

10/1/2008

STATE OF COLORADO

LICENSED LANDSCAPE ARCHITECT

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DATE: 03-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

REVISIONS:

JOB DESCRIPTION: CONSTRUCTION DOCUMENTS

SHEET TITLE: SITE DETAILS

SHEET NUMBER:

L5.0



NOTE

1. ALL FASTENERS TO CONNECT RAIL-MOUNT TO POSTS, AND TO CONNECT RAILING TO RAIL-MOUNT, ARE TO BE STAINLESS STEEL AND TAMPER-PROOF. INCLUDE INFORMATION IN SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL
2. ALL FACES AND EDGES OF RAIL-MOUNT ARE TO BE POWDER-COATED BLACK TO MATCH POSTS PRIOR TO ATTACHMENT TO POSTS

(ADJACENT TO STAIRS)

NOT TO SCALE



1. ALL RAILS AND POSTS TO HAVE A BLACK POWDERCOAT FINISH
2. GRIND ALL WELDS SMOOTH
3. CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT SHOP DRAWINGS FOR APPROVAL



NOTES:

1. ALL RISERS AND TREADS TO BE EQUAL
2. LIGHT BROOM FINISH ON ALL EXPOSED SURFACES
3. REFER TO ELECTRICAL PLANS FOR CONDUIT ROUTING, LOCATION AND INSTALLATION OF LIGHTS, WIRING, CONNECTIONS AND OTHER MISC. INFORMATION
4. CONTRACTOR TO PROVIDE CONDUIT STUB-UPS IN CONCRETE STAIRS AT POST LOCATIONS
5. STAIRS TO BE POURED SEPARATELY FROM LANDINGS/CONCRETE FLATWORK AT EITHER SIDE OF EACH SET OF STEPS

(ADJACENT TO REFLEXOLOGY PATH)

NOT TO SCALE

(ADJACENT TO PLAYPIT WALL)

NOT TO SCALE



NOT TO SCALE



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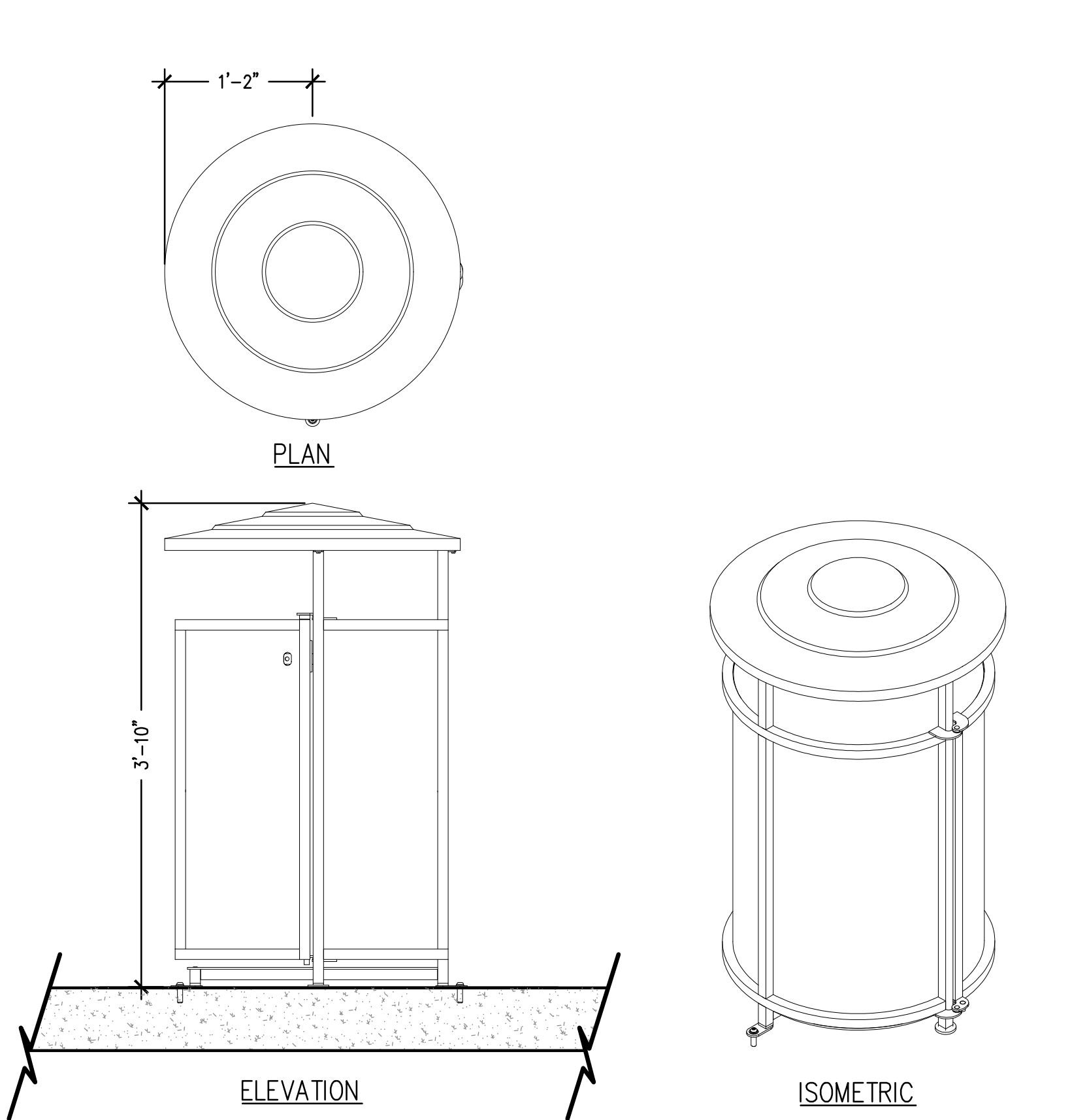
REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION
DOCUMENTS

SHEET TITLE:
SITE DETAILS

SHEET NUMBER:

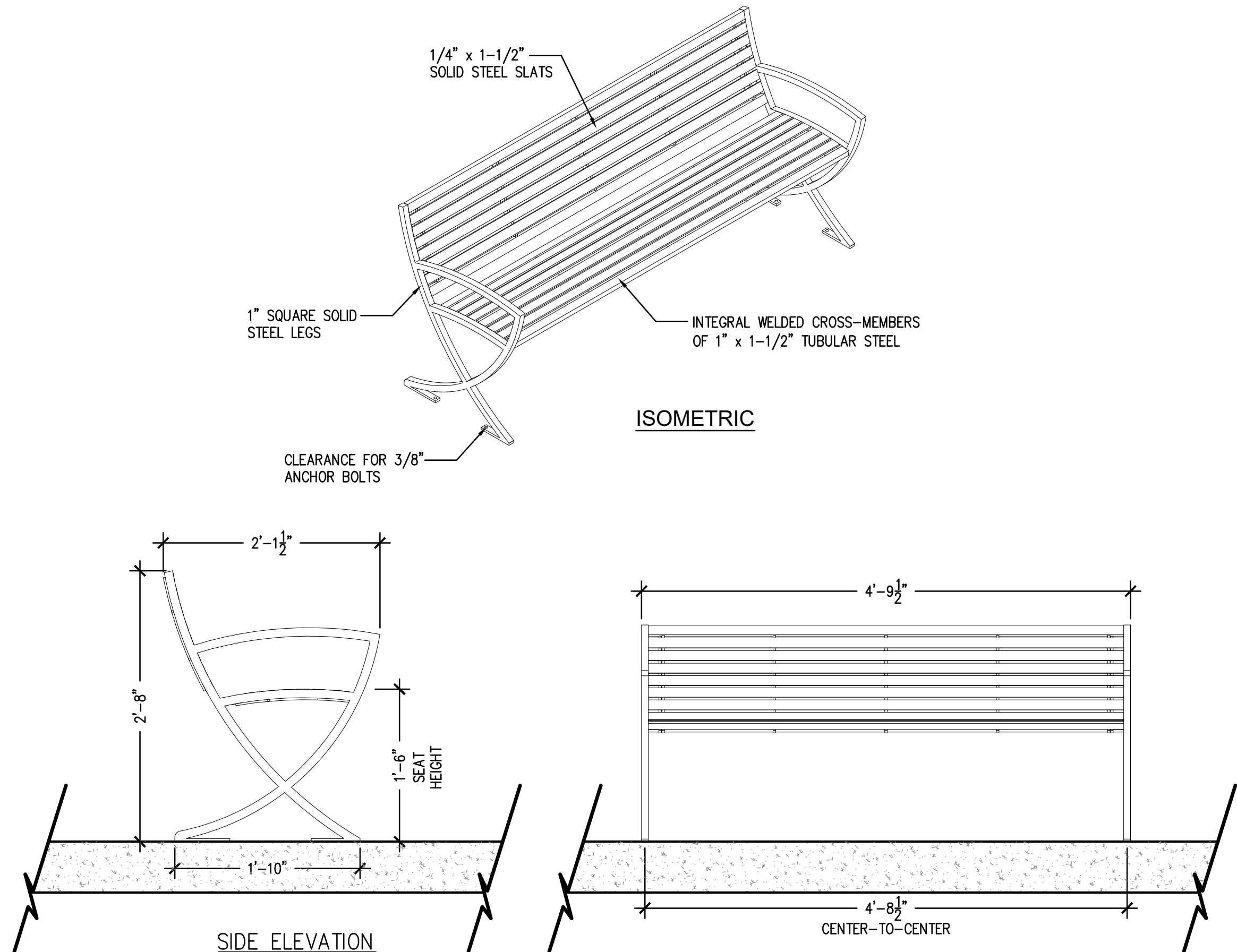
L5.3



1 TRASH RECEPTACLE

MANUFACTURER: FORMS & SURFACES
MODEL: URBAN RENAISSANCE TRASH RECEPTACLE, MODEL #SLURB-45SO,NSEC,
SIDE LOADED, 45 GALLON, SURFACE MOUNT
COLOR: BLACK TEXTURE
AS SUPPLIED BY FORMS & SURFACES (800) 451-0410
OR APPROVED SUBSTITUTE

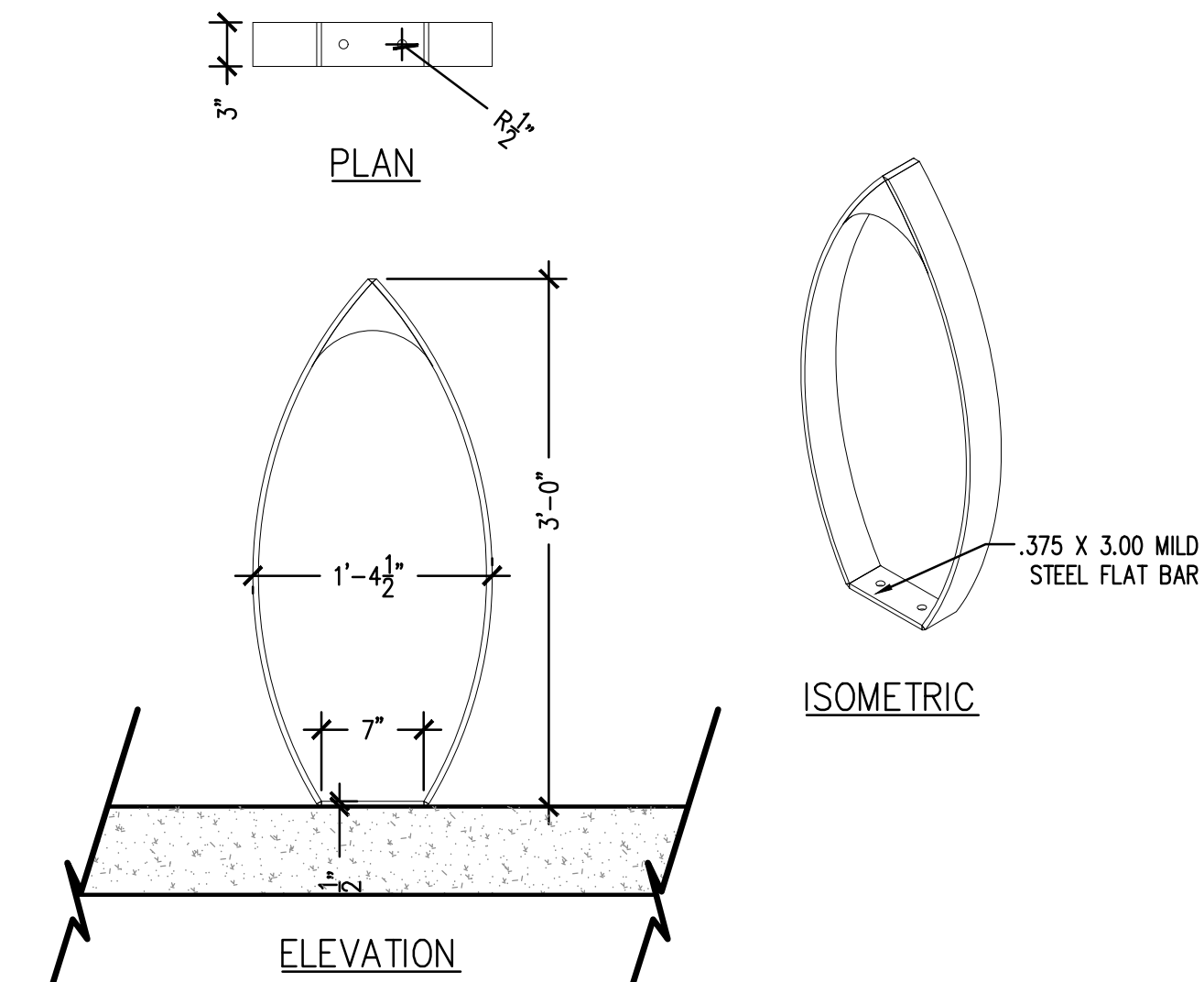
NOT TO SCALE



2 BENCH

MANUFACTURER: VICTOR STANLEY
MODEL: SURFACE MOUNT, LILY BENCH, MODEL: LIL-20-F
COLOR: BLACK
AS SUPPLIED BY VICTOR STANLEY, REPRESENTATIVE SYDNEY DOWNS, (303)744-0488
OR APPROVED SUBSTITUTE

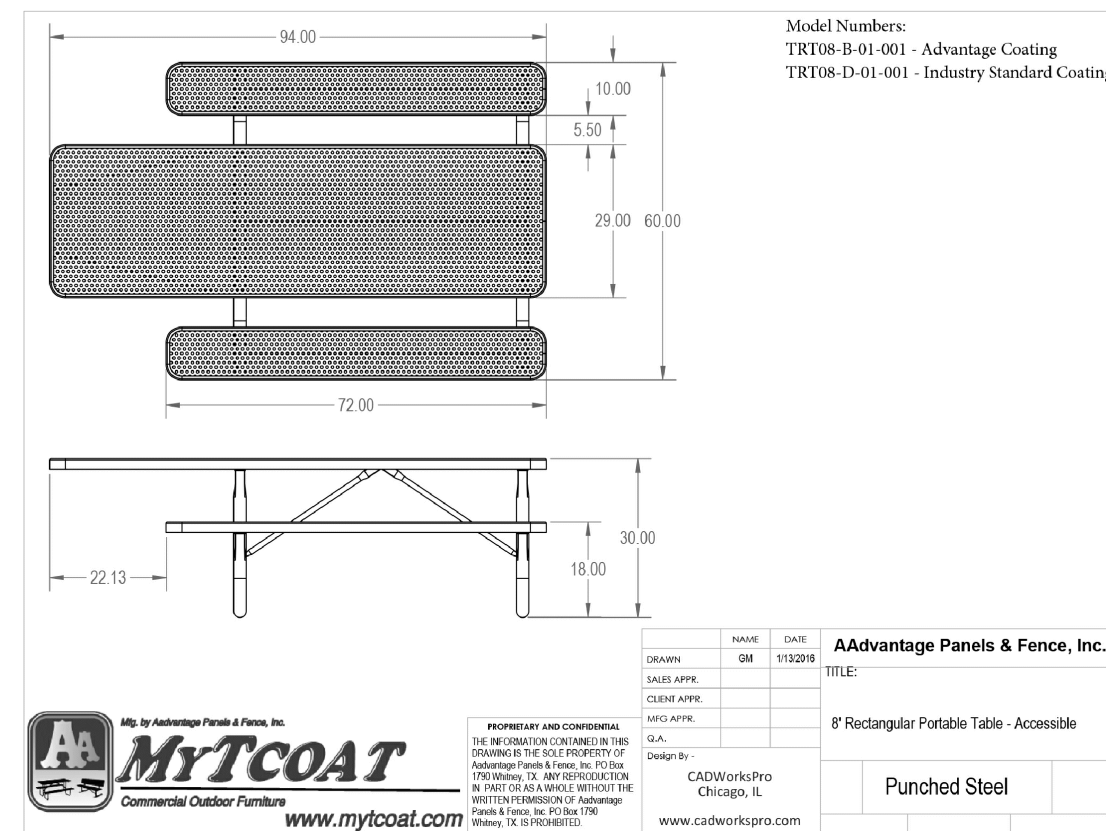
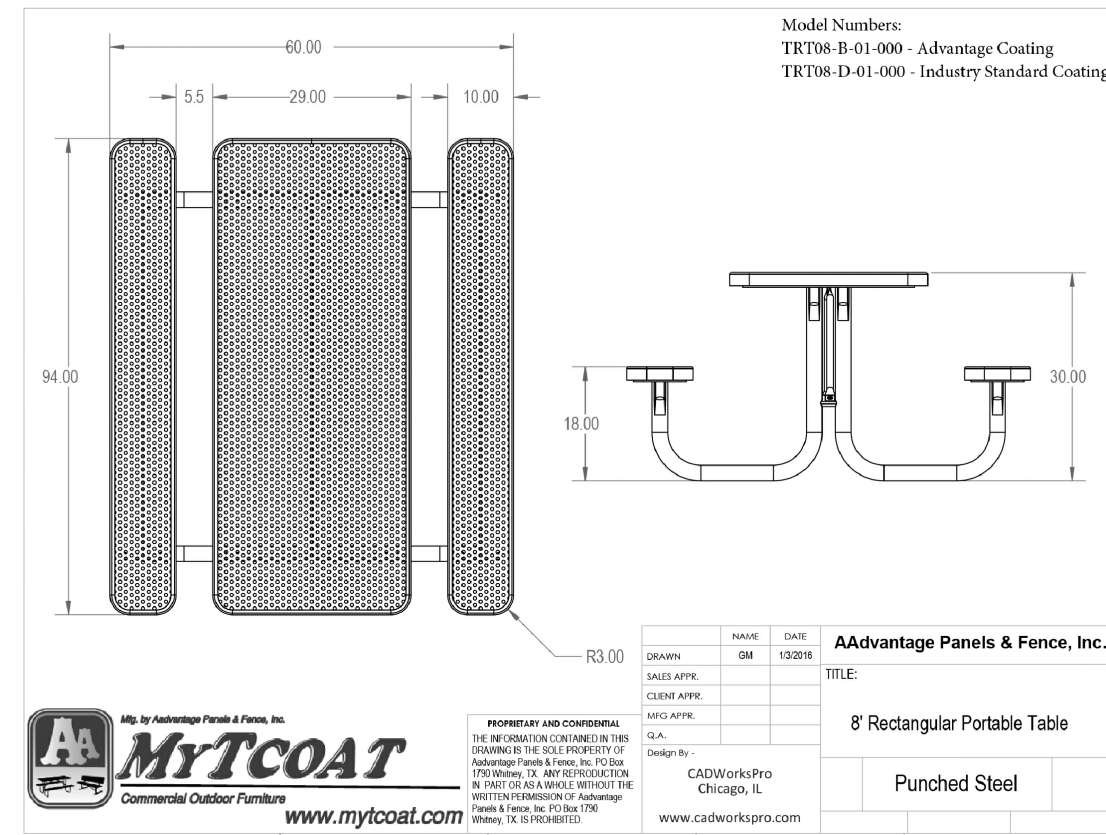
NOT TO SCALE



3 BICYCLE RACK

MANUFACTURER: HUNTCO
MODEL: FIN BIKE RACK, SURFACE MOUNT
COLOR: T304 STAINLESS STEEL #4 SATIN FINISH
AS SUPPLIED BY HUNTCO
OR APPROVED SUBSTITUTE

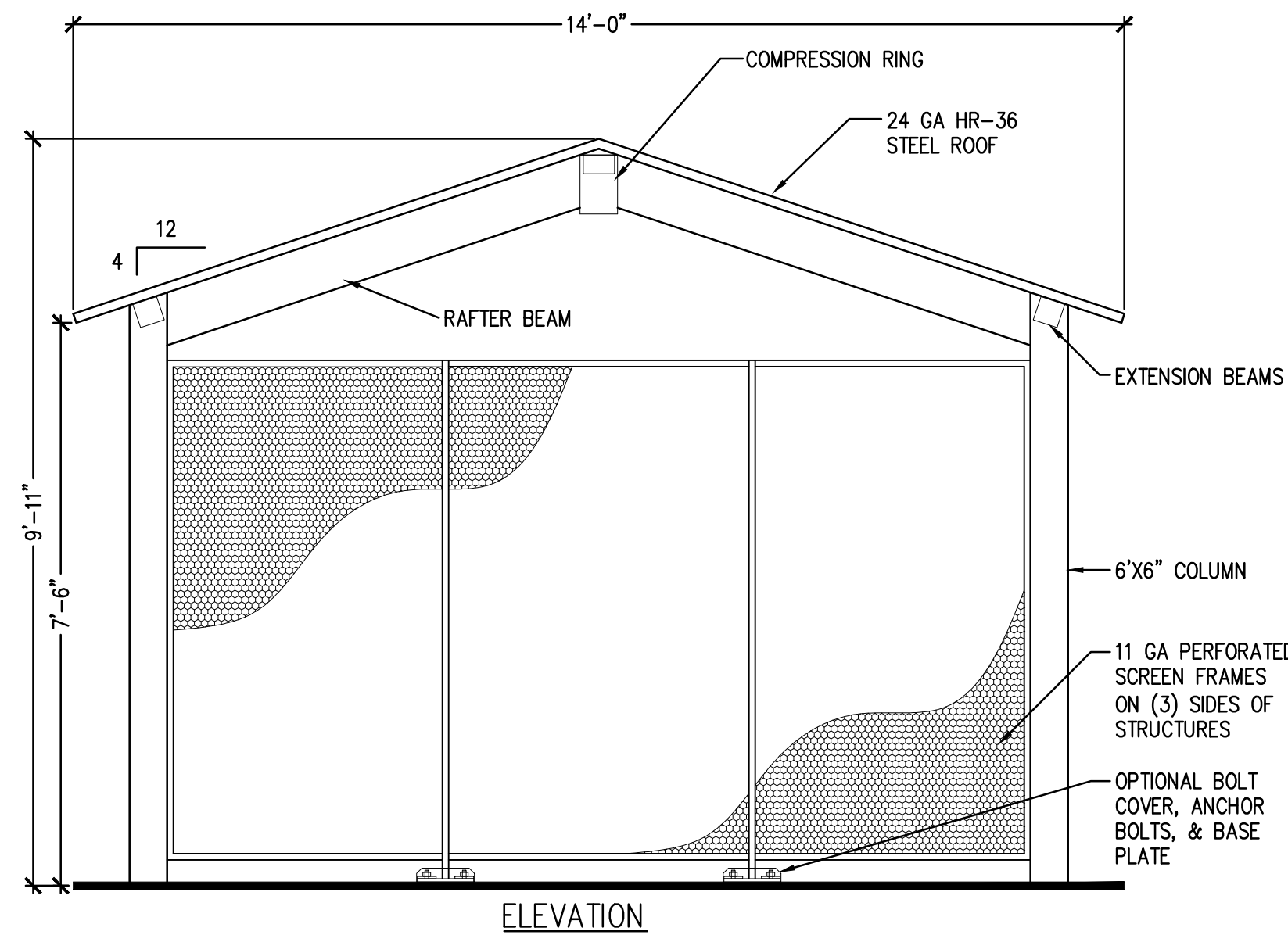
NOT TO SCALE



4 PICNIC TABLE

MANUFACTURER: MYTCOAT
MODEL: 8" RECTANGULAR PORTABLE TABLE, PUNCHED STEEL, INDUSTRY STANDARD COATING
#JRT08-D-01-00 (QTY. 1) AND #JRT08-D-01-01 ACCESSIBLE (QTY. 1)
COLOR: GREEN
INSTALL: SURFACE MOUNT WITH ANCHORING KIT
CONTACT INFORMATION: G.R. MAROLT & ASSOCIATES - (303) 762-1090
OR APPROVED SUBSTITUTE

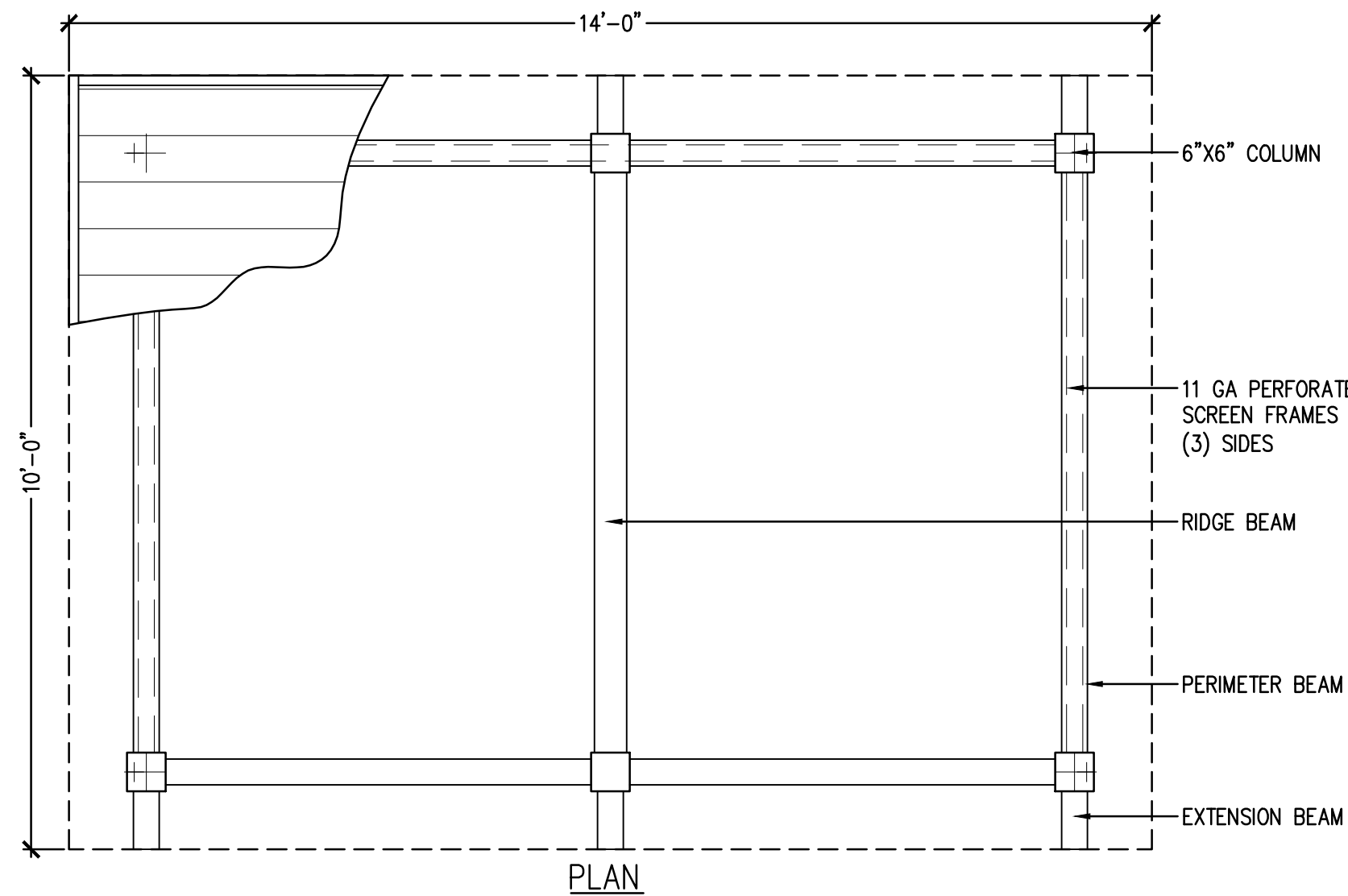
NOT TO SCALE



5 PORT-O-LET ENCLOSURE

MANUFACTURER: CLASSIC RECREATION SYSTEMS, INC
MODEL: ORLANDO
COLOR: ROOF - RAL6020 GREEN; POST AND FRAME - RAL9005 BLACK;
PERFORATED SCREEN - RAL9005 BLACK
CONTACT INFORMATION: G.R. MAROLT & ASSOCIATES - (303) 762-1090
OR APPROVED SUBSTITUTE

NOTE: CONTRACTOR TO COORDINATE
WITH MANUFACTURER TO PROVIDE
STAMPED ENGINEERED DRAWINGS FOR
ALL PERMITS AND CITY APPROVALS.



6 PET STATION

MANUFACTURER: DOGIPOT PET STATION
MODEL: #1003-L (ALUMINUM)
COLOR: N/A
MOUNTING: IN-GROUND
SUPPLIED BY: PROPET DISTRIBUTORS
(866) 364-4768
OR APPROVED SUBSTITUTE

NOT TO SCALE

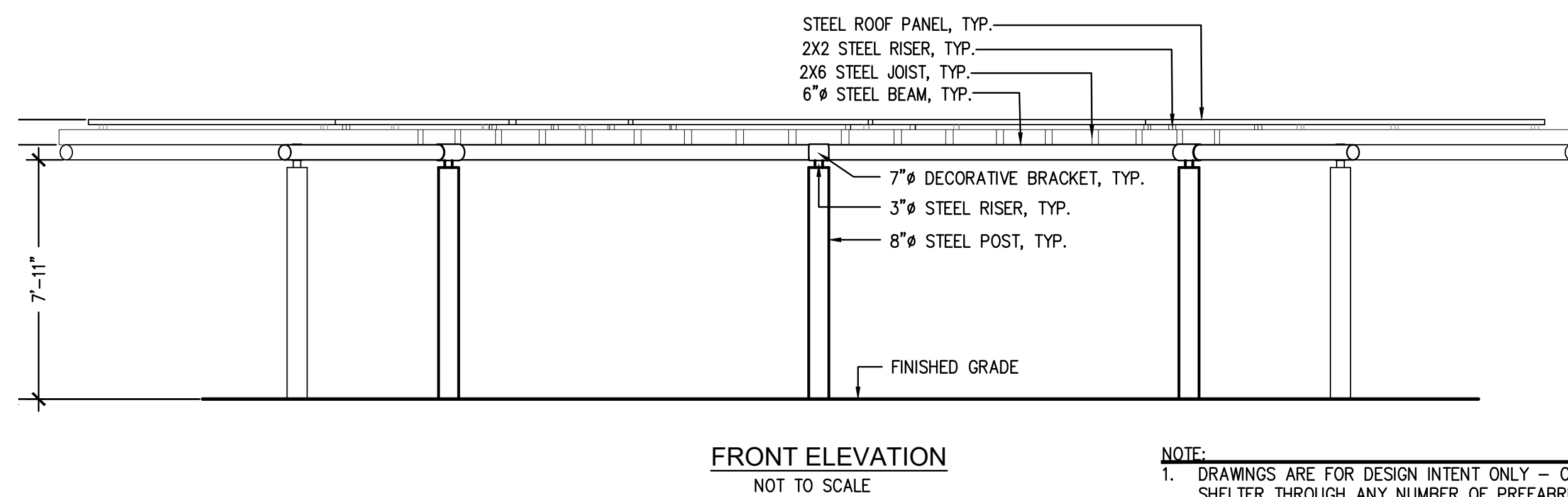
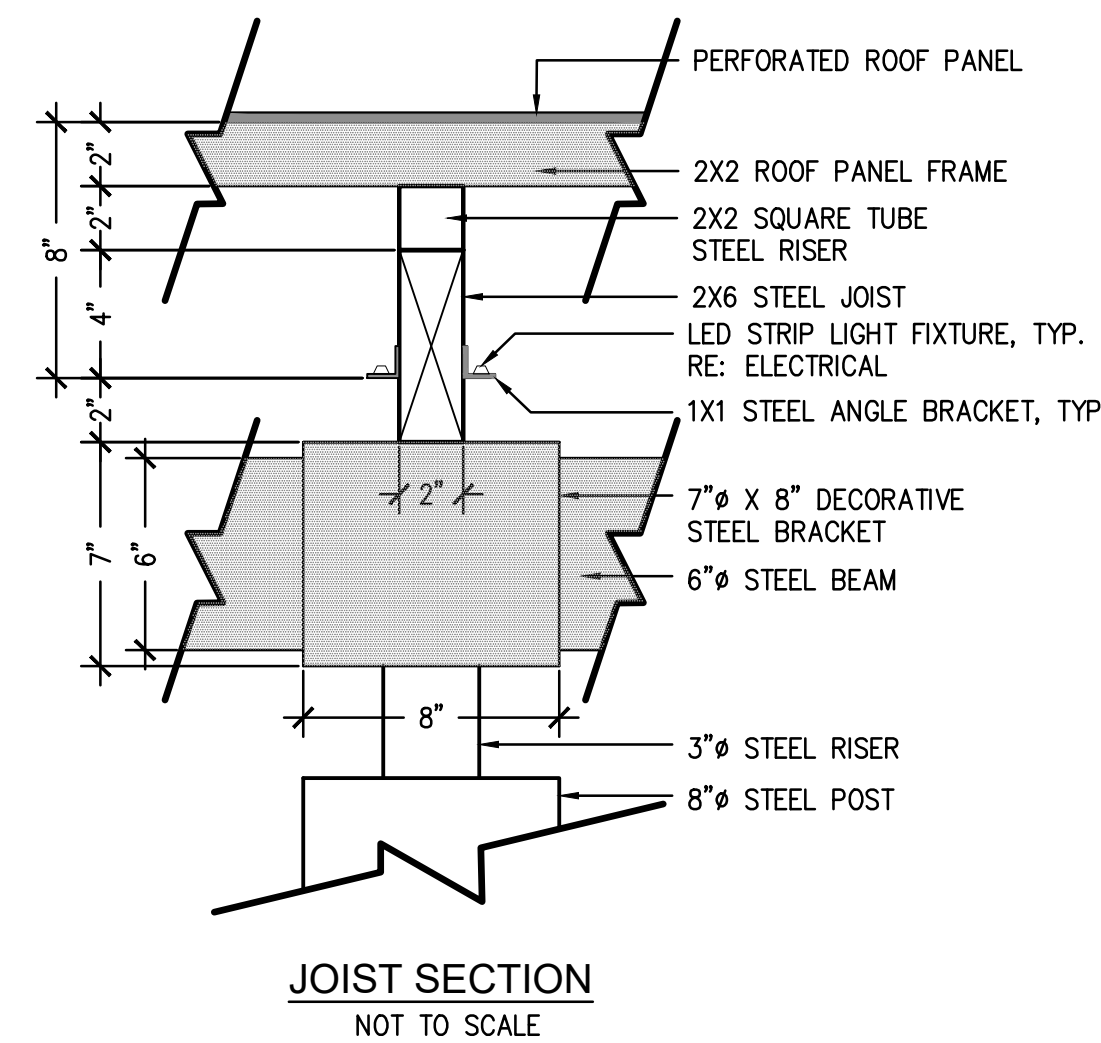
NOT TO SCALE



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SHEET NUMBER:

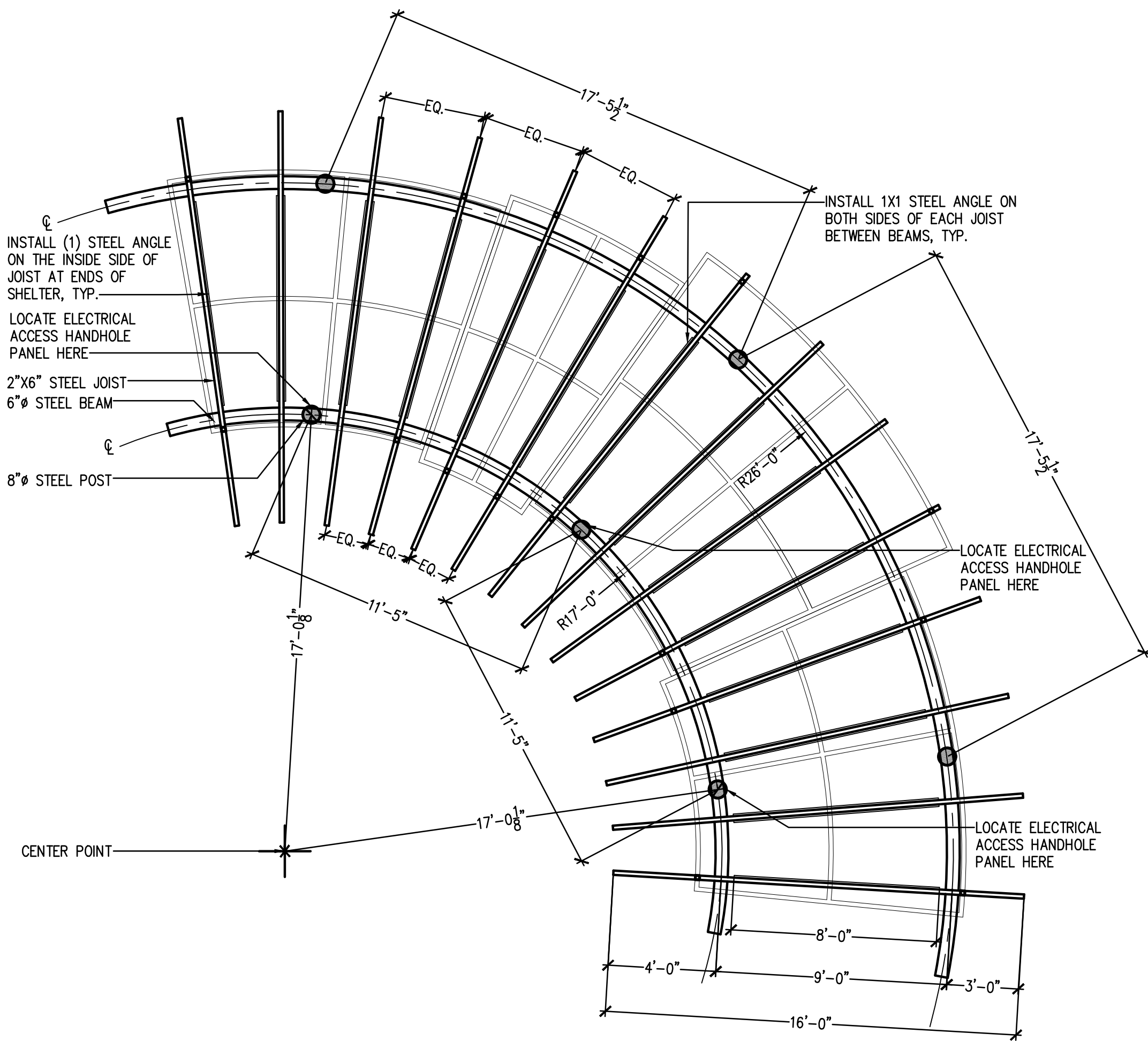
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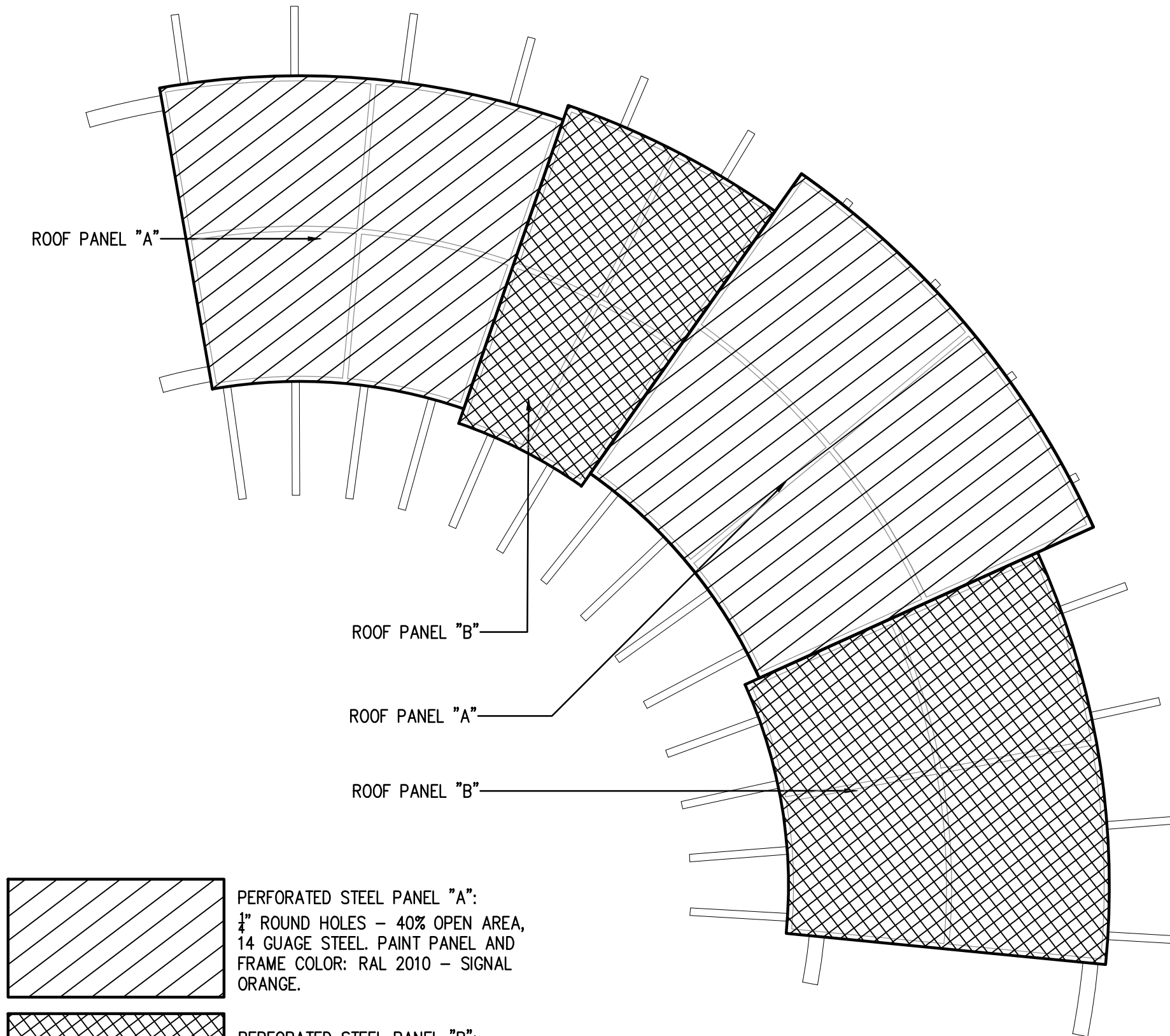
NOTE:

1. DRAWINGS ARE FOR DESIGN INTENT ONLY – CONTRACTOR MAY CONSTRUCT ON SITE OR SOURCE SHELTER THROUGH ANY NUMBER OF PREFABRICATED SHELTER MANUFACTURERS
2. ALL STEEL TO BE PRIMED AND PAINTED WITH SPECIFIED RAL COLORS – CONTRACTOR TO PROVIDE SAMPLES OF ALL COLORS TO LANDSCAPE ARCHITECT.
3. CONTRACTOR TO PROVIDE ENGINEERING DRAWINGS STAMPED BY A COLORADO LICENSED STRUCTURAL ENGINEER FOR PERMITTING AND APPROVAL.
4. ALL WELDS TO BE GROUND SMOOTH PRIOR TO APPLYING FINISH.

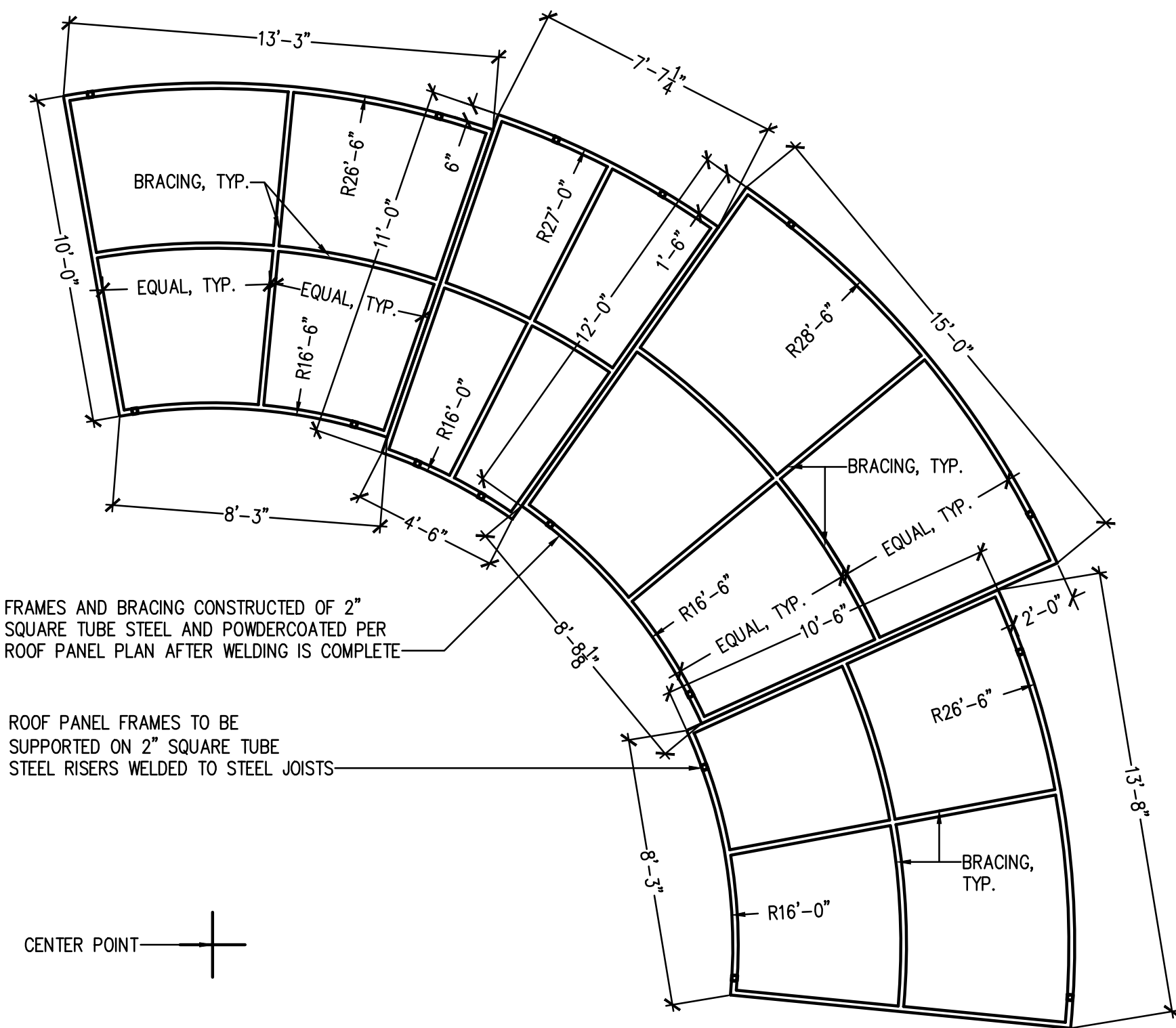
POST COLOR: BASALT GREY - RAL 7012
BEAM COLOR: BASALT GREY - RAL 7012
JOIST COLOR: BASALT GREY - RAL 7012
BRACKET COLOR: SIGNAL ORANGE - RAL 2010
OR APPROVED SUBSTITUTE



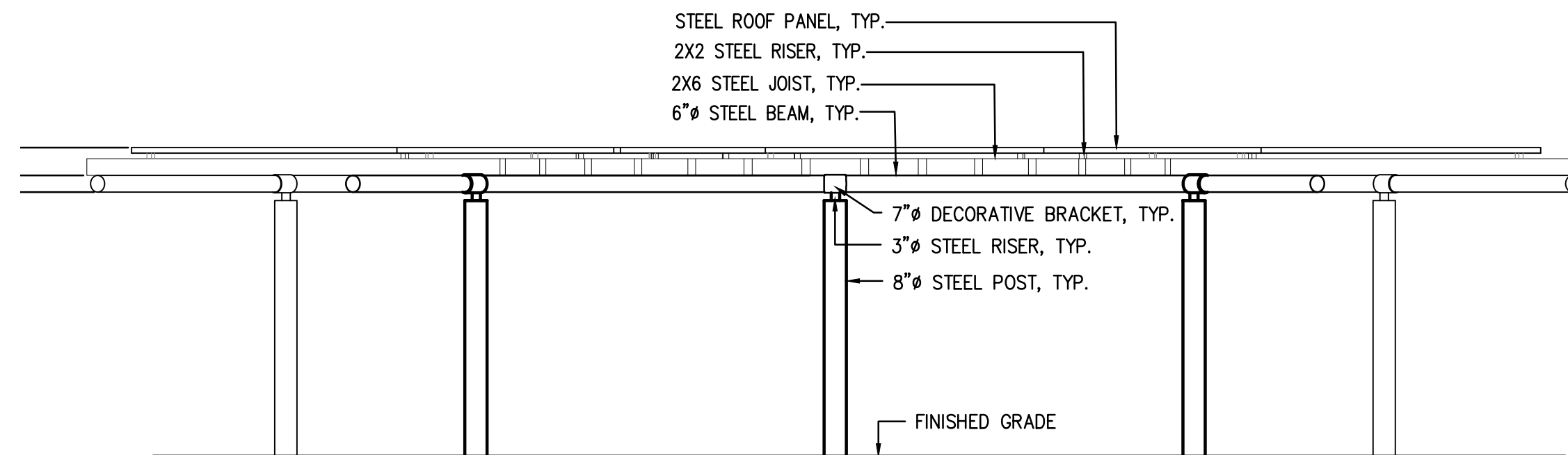
FRAMING PLAN
NOT TO SCALE



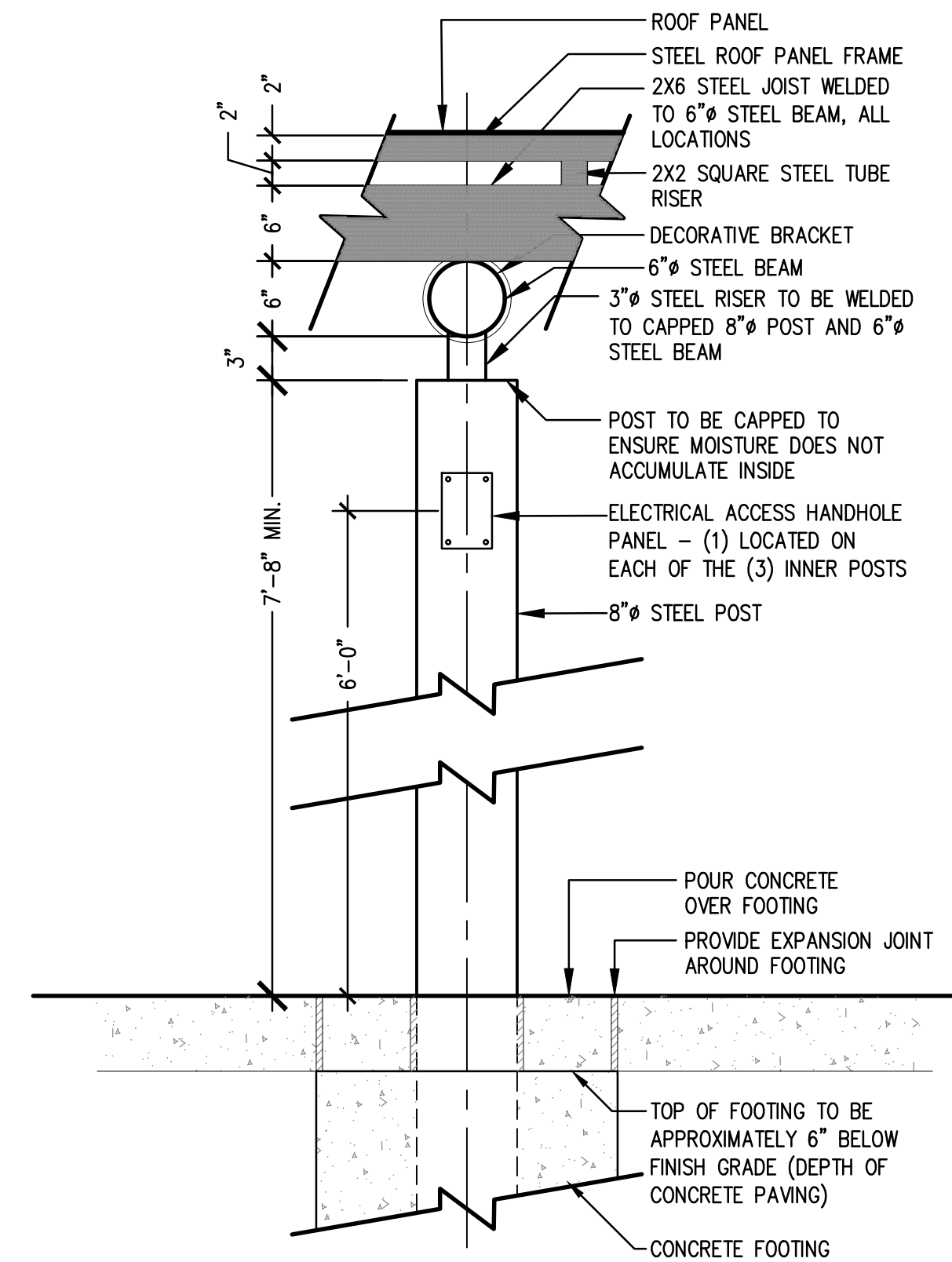
ROOF PANEL PLAN
NOT TO SCALE



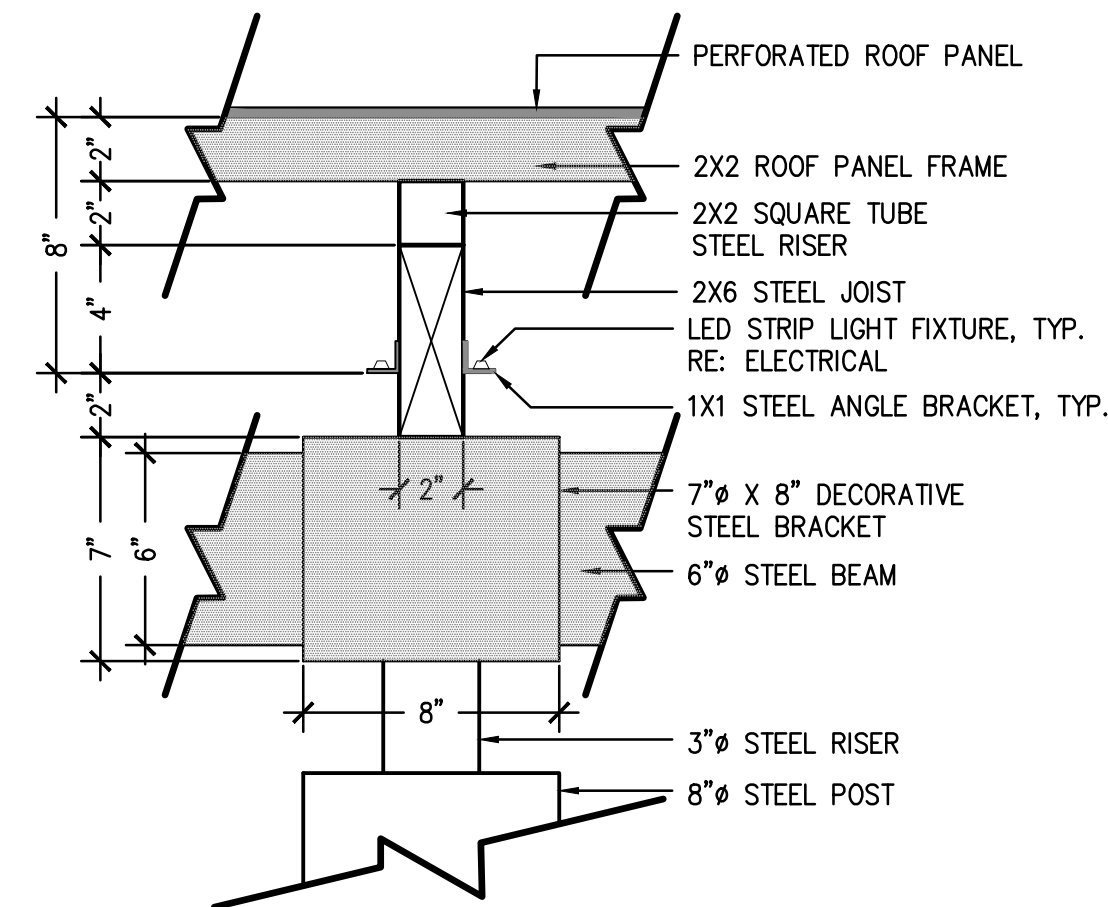
ROOF PANEL FRAMES
NOT TO SCALE



FRONT ELEVATION
NOT TO SCALE



SHELTER SECTION
NOT TO SCALE



JOIST SECTION
NOT TO SCALE

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SHEET TITLE:
SITE DETAILS

SHEET NUMBER:

L5.5

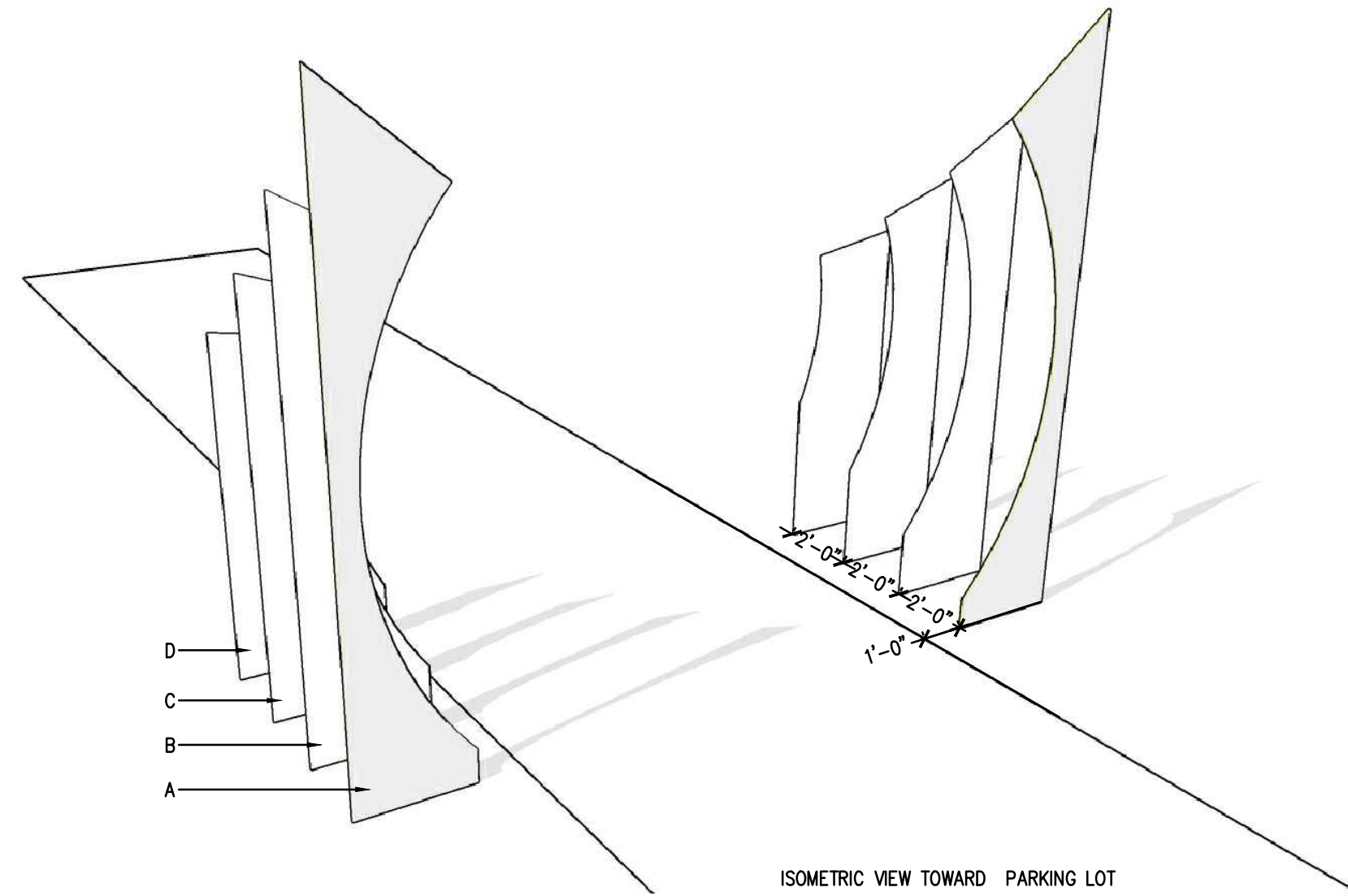
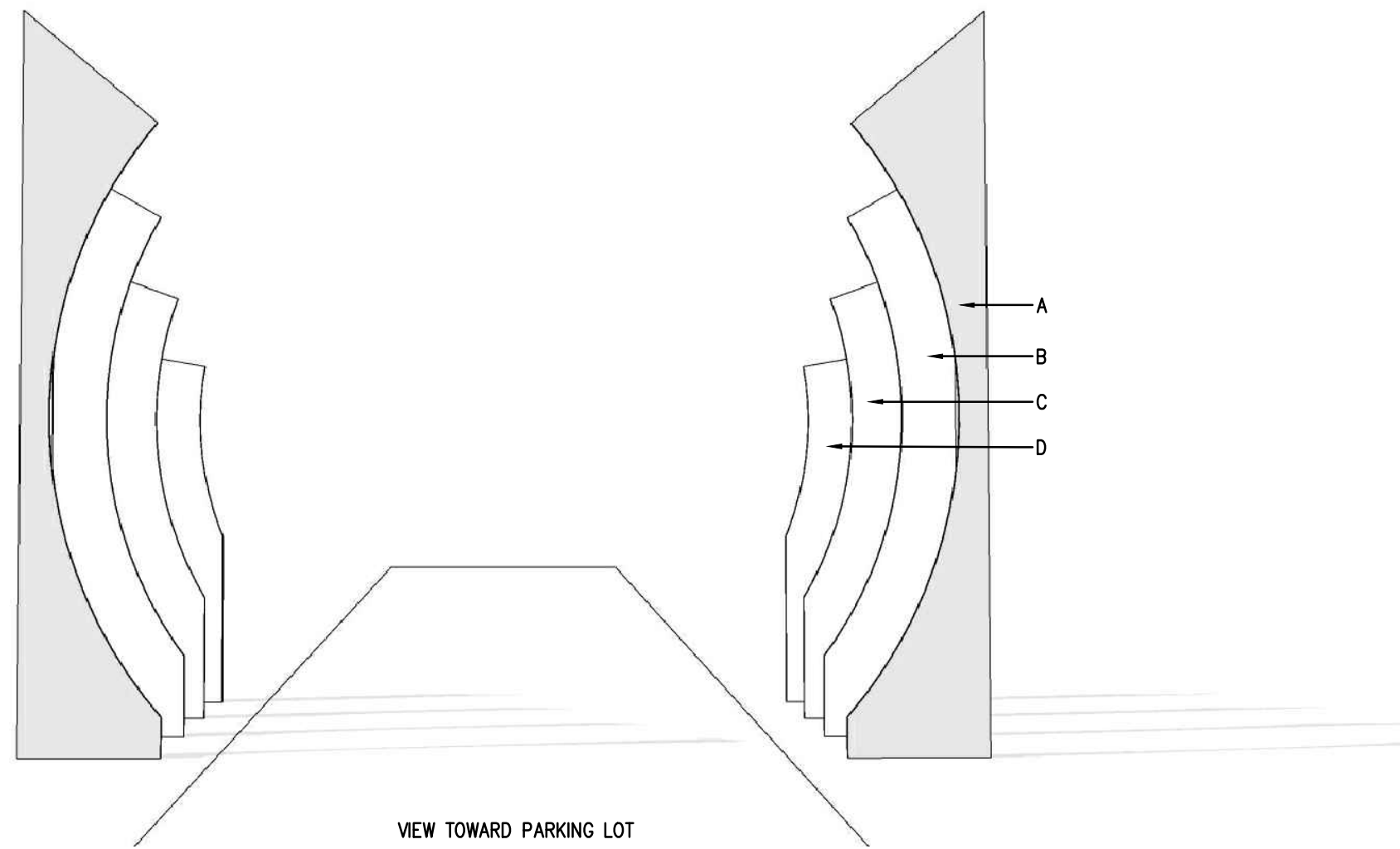
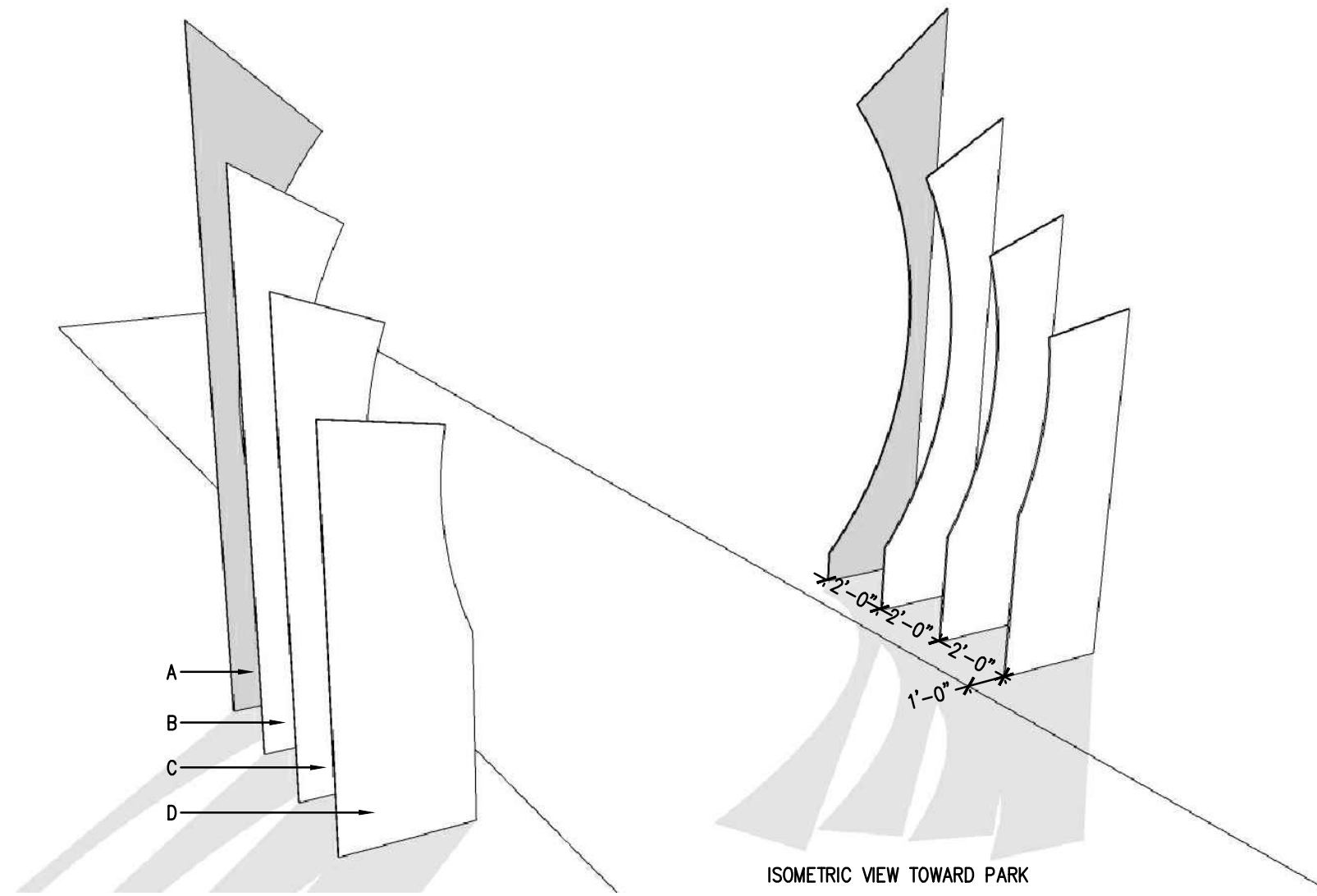
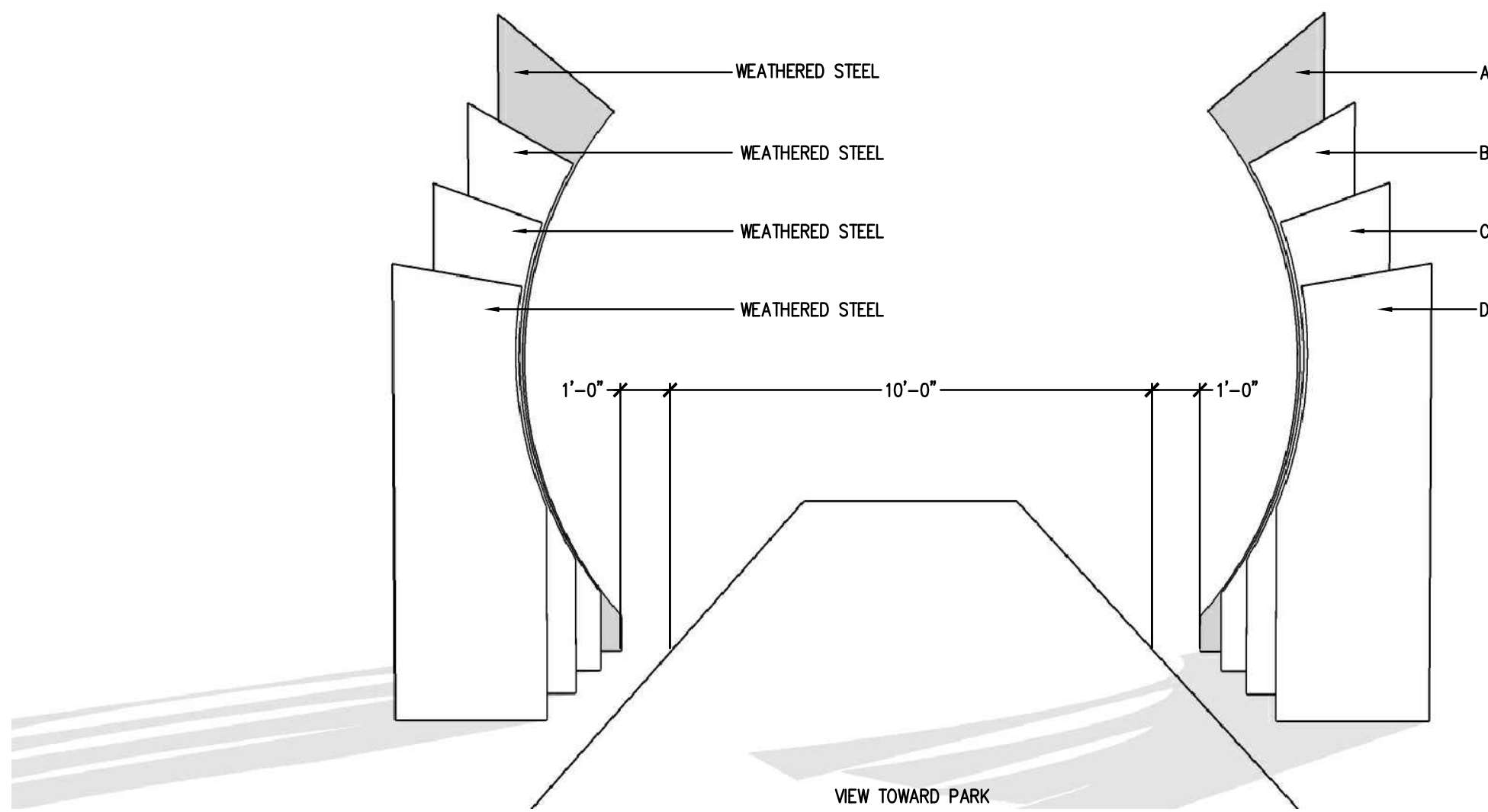


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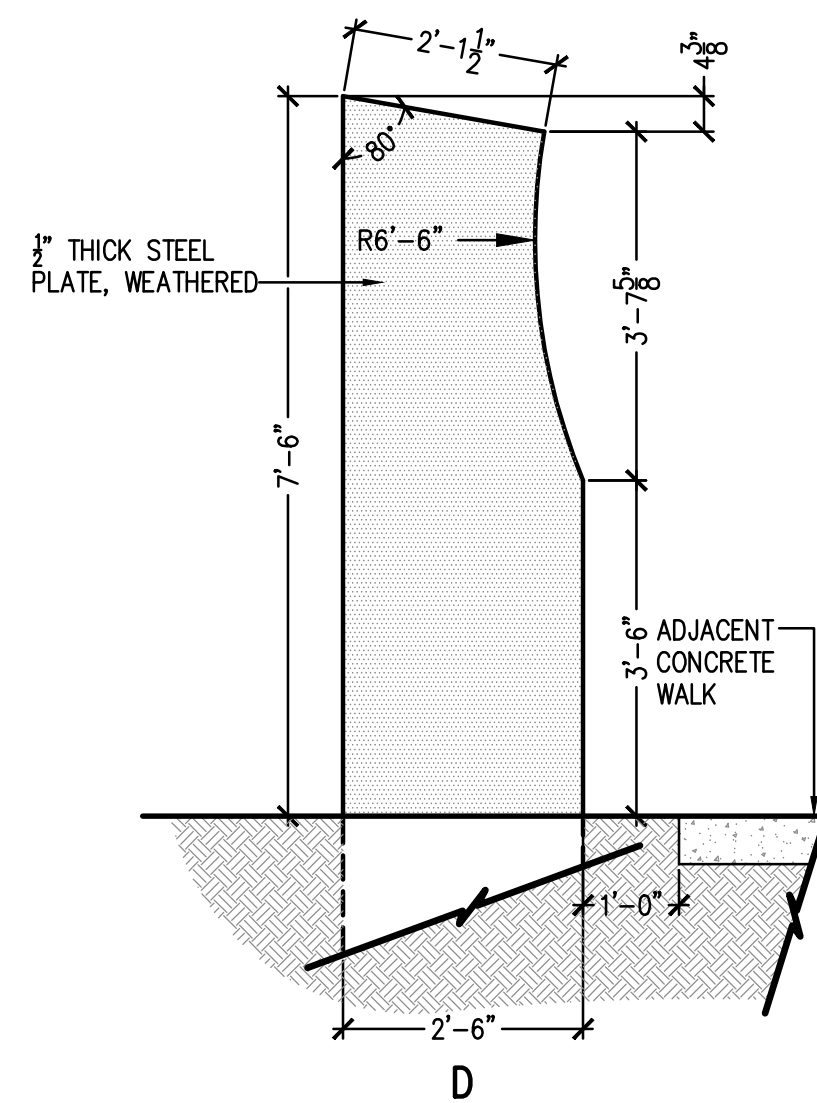
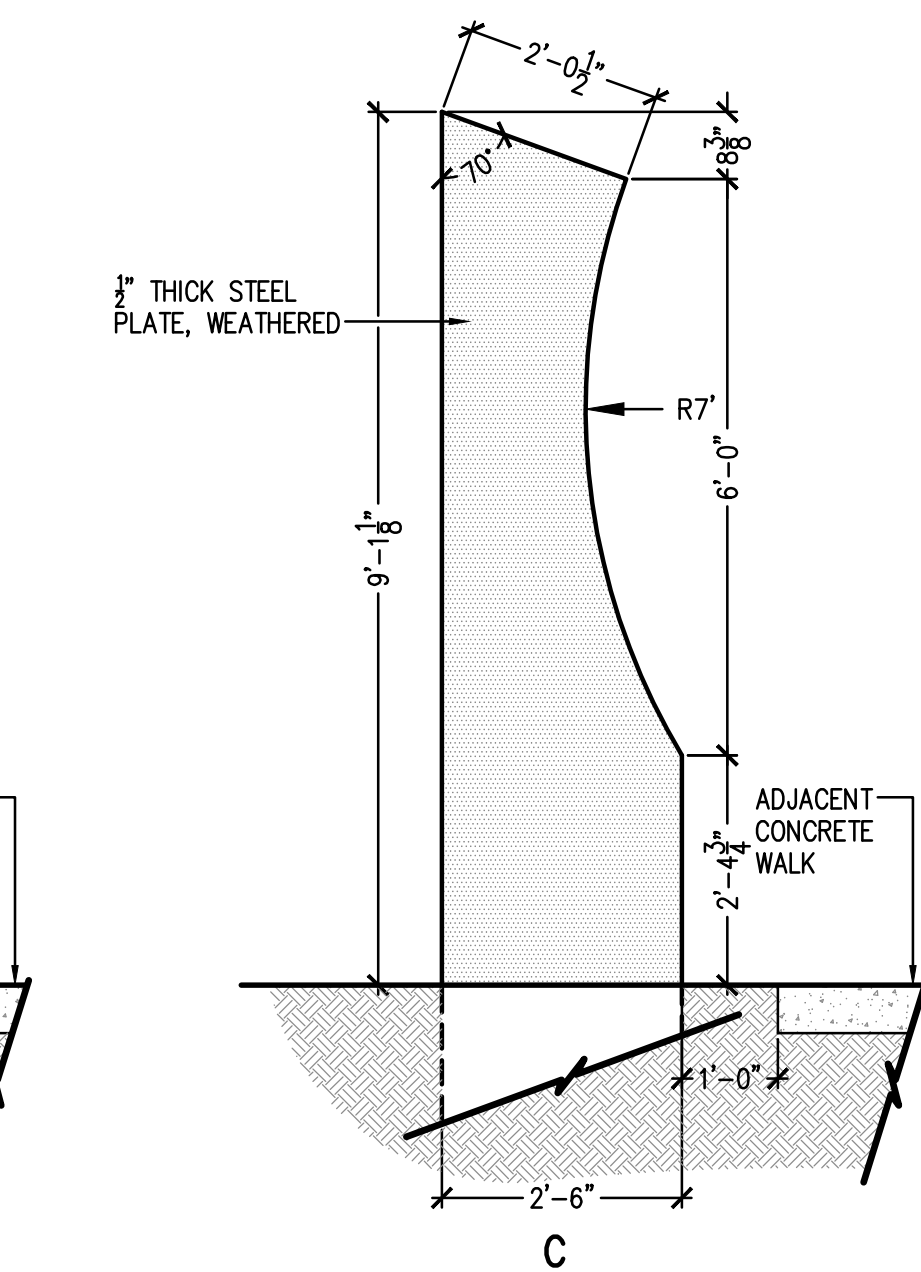
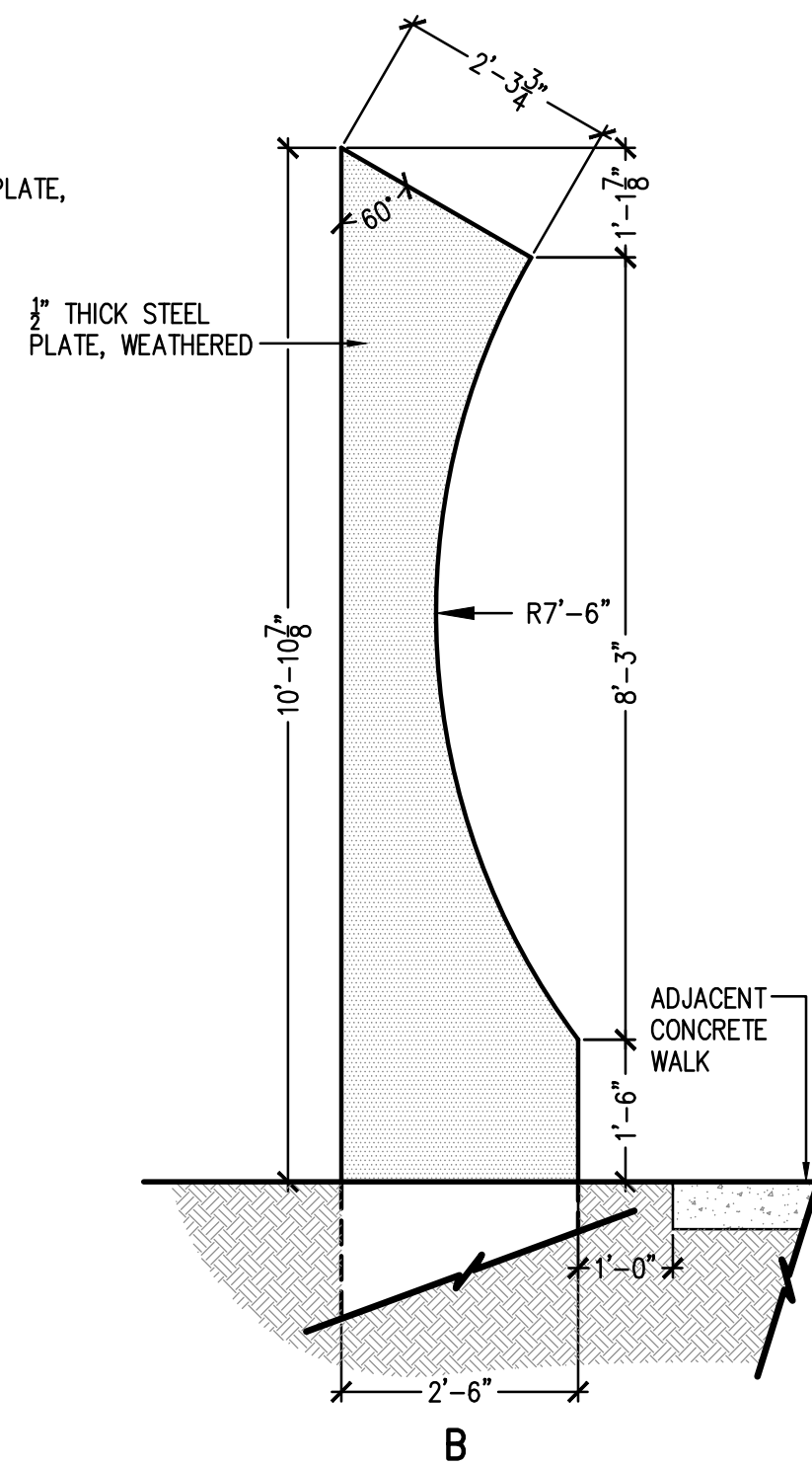
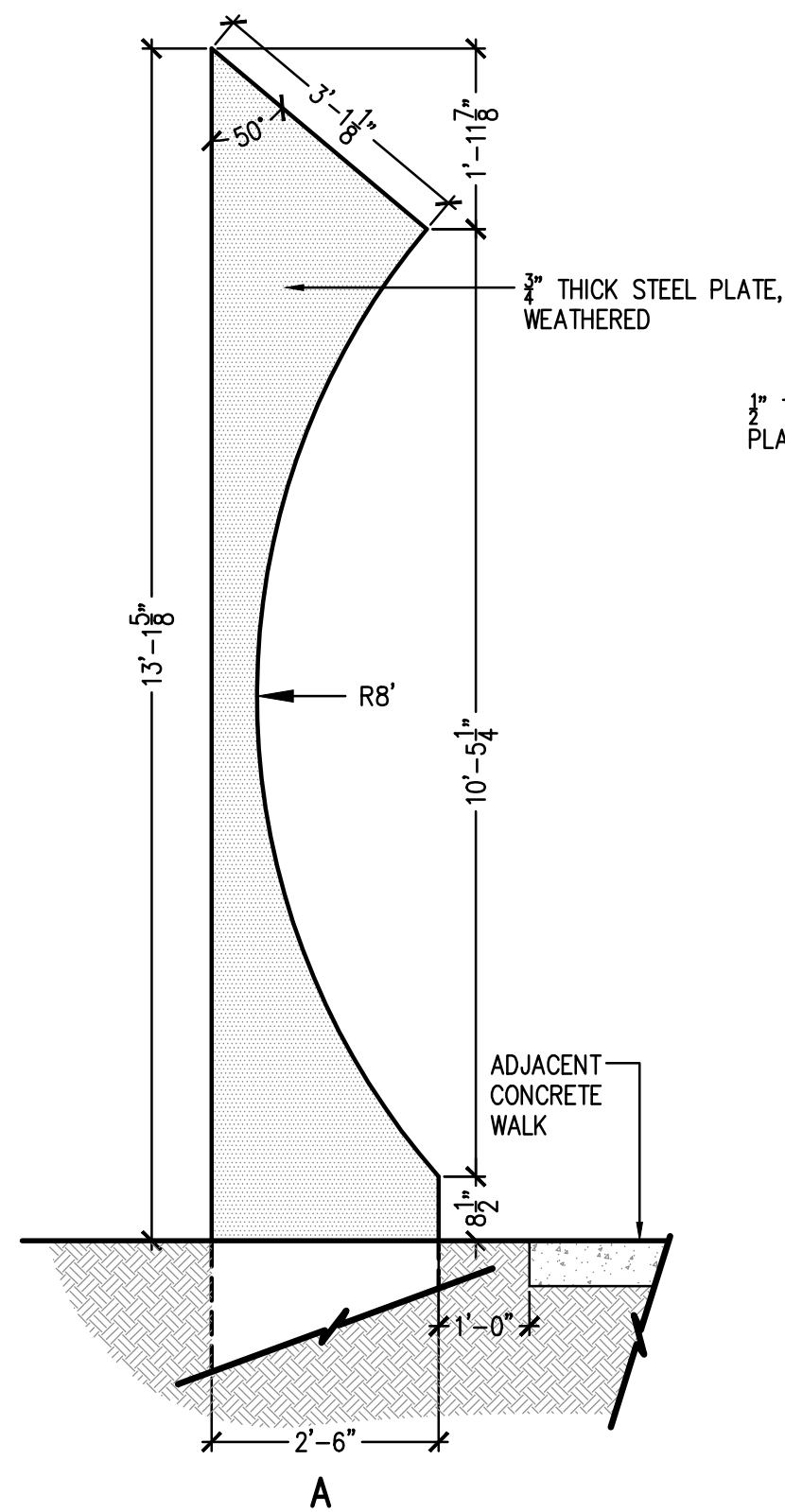
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SMALL SHELTER

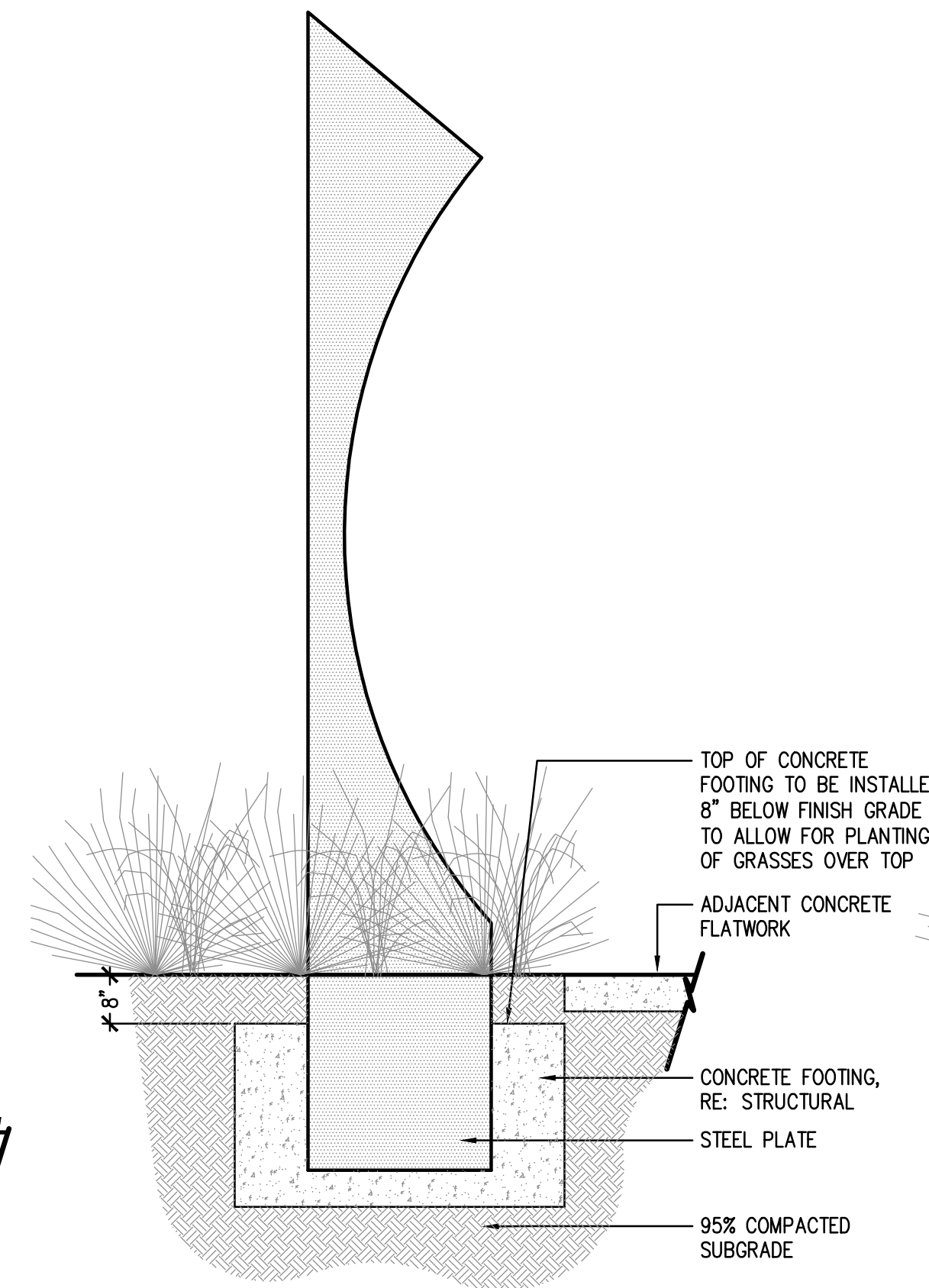
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BEAM COLOR: BASALT GREY - RAL 7012
JOIST COLOR: BASALT GREY - RAL 7012
BRACKET COLOR: SIGNAL ORANGE - RAL 2010
OR APPROVED SUBSTITUTE



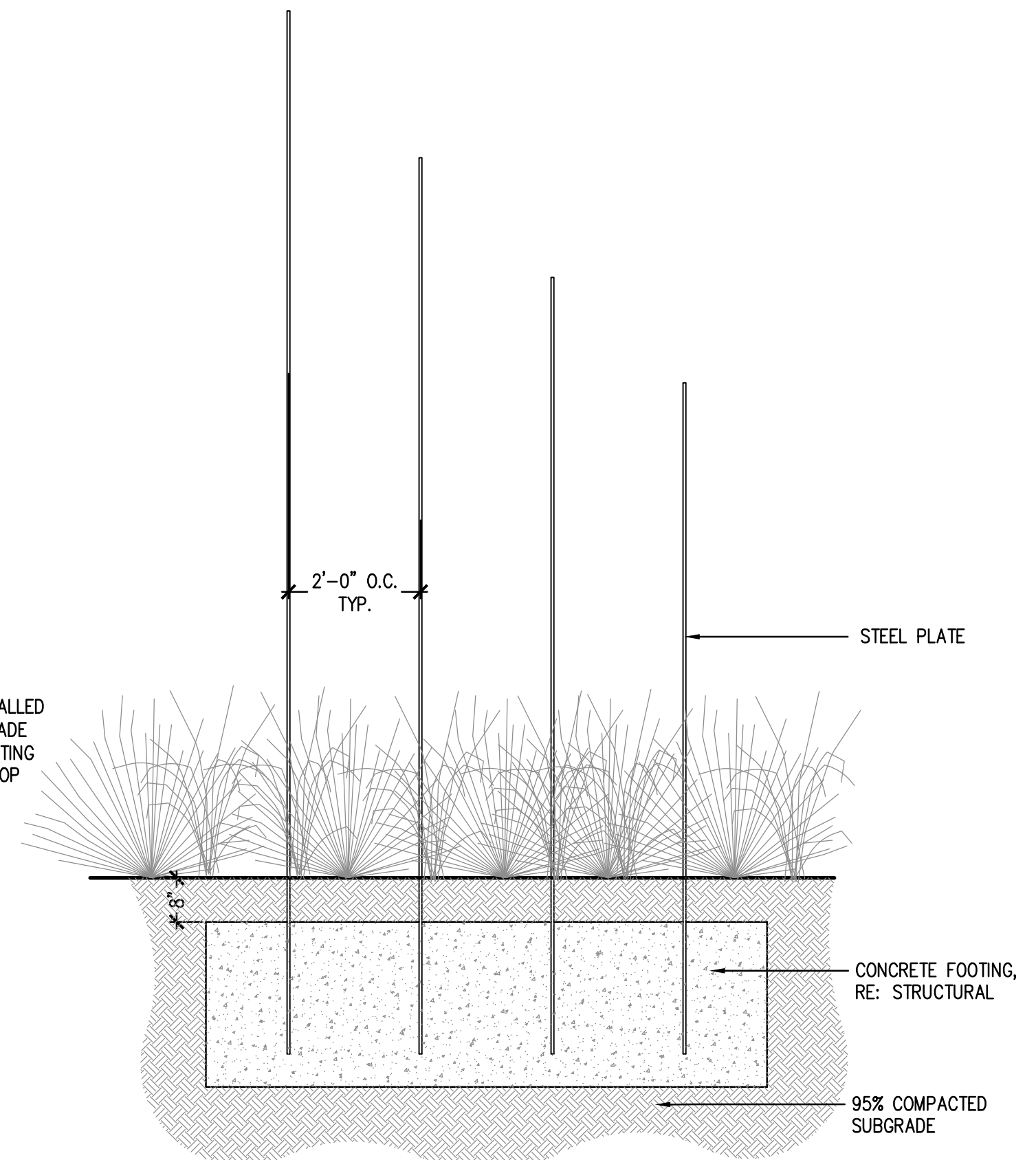
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PANEL DETAILS



TYPICAL SECTION



LONGITUDINAL SECTION

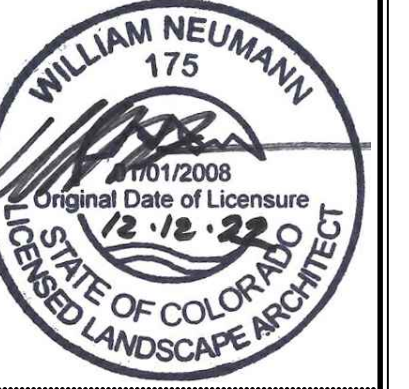
ENTRY MONUMENT - ATTACHMENT AND FOOTING DETAILS

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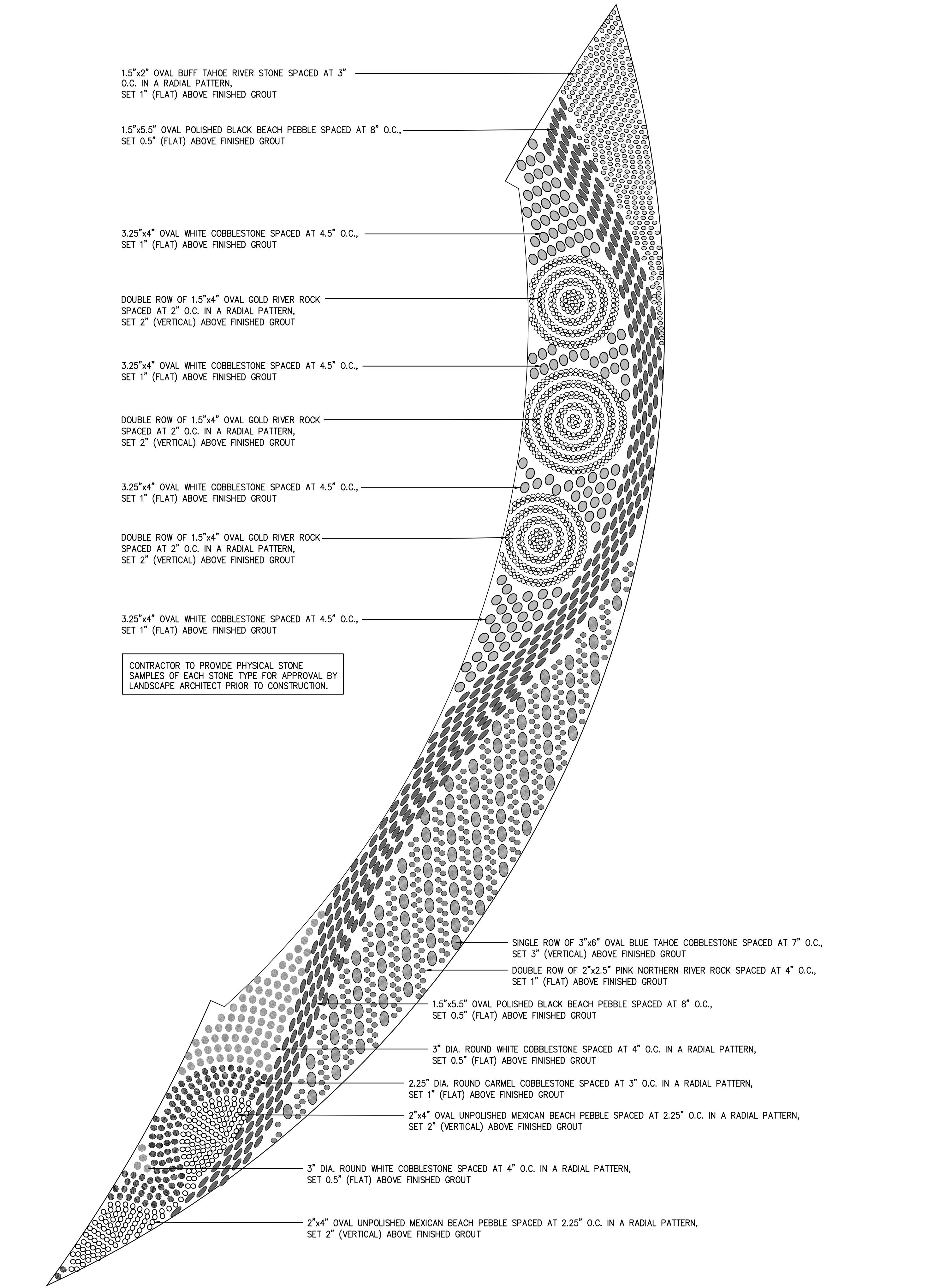
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SHEET TITLE:
SITE DETAILS

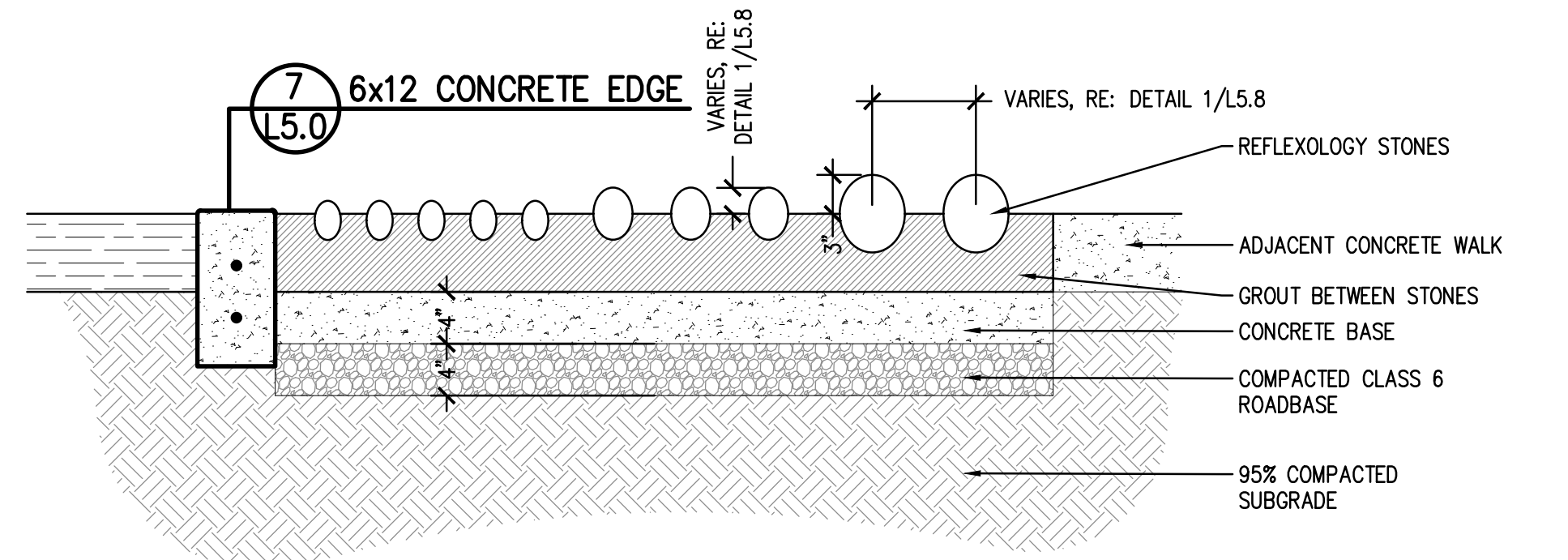
SHEET NUMBER:

L5.6

NOT TO SCALE



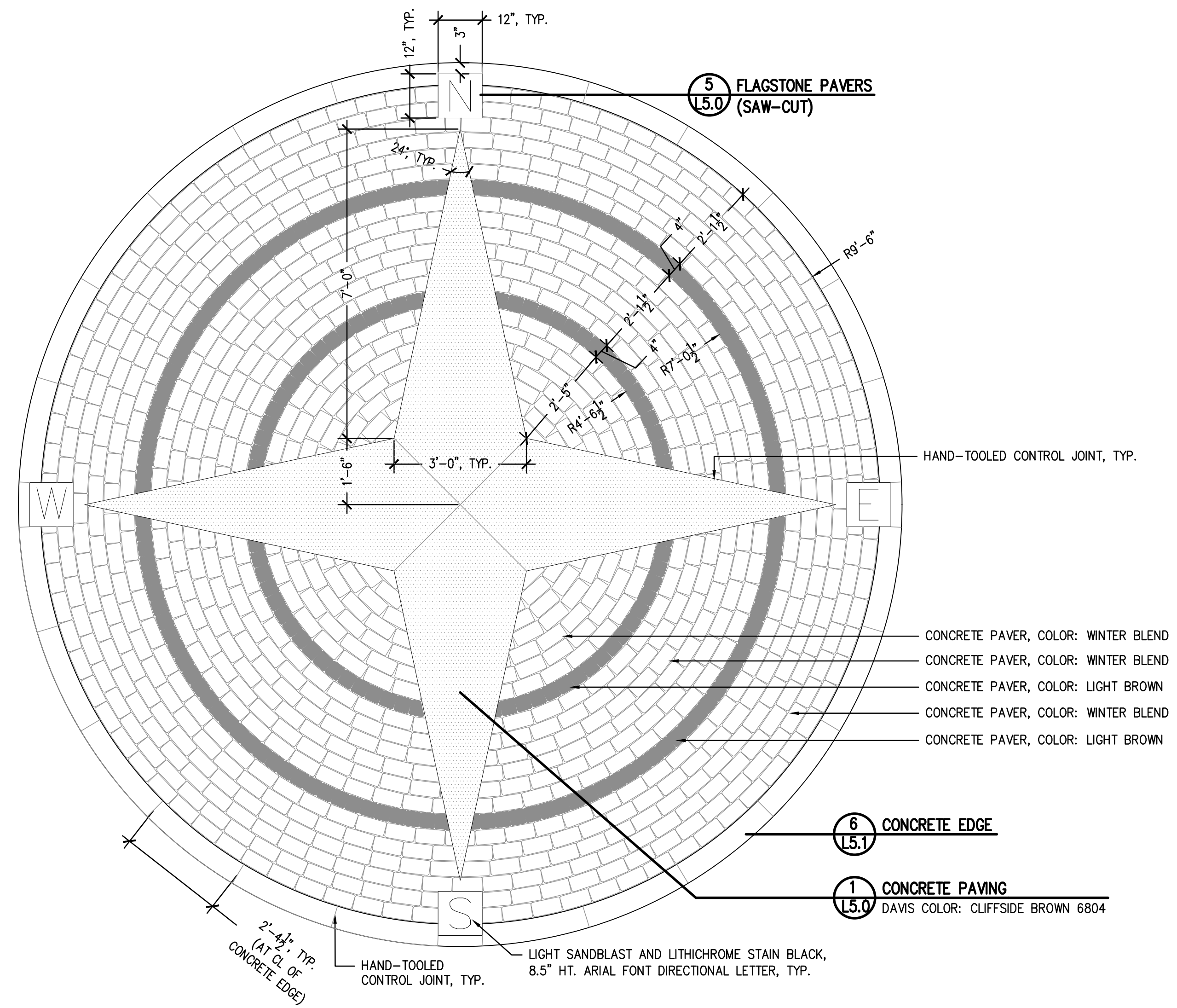
1 REFLEXOLOGY PATH NOT TO SCALE



NOTE:

1. ALL EXCESS GROUT TO BE REMOVED FROM STONES AFTER PLACEMENT
2. EACH STONE TO BE HAND SELECTED AND HAND PLACED
3. GROUT COLOR TO BE: GREY
4. SAMPLE TO BE APPROVED BY LANDSCAPE ARCHITECT

2 REFLEXOLOGY STONE SETTING NOT TO SCALE



3 COMPASS ROSE NOT TO SCALE

PAVER MANUFACTURER: PAVESTONE
PAVER SERIES: HOLLAND STONE
PAVER PATTERN: RUNNER BOND

DHM DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN

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Denver, CO 80209 | 303.892.5566

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WILLIAM NEUMANN

175

Original Date of Licensure

12.12.22

STATE OF COLORADO

LICENSED LANDSCAPE ARCHITECT

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

DATE: 03-29-2023

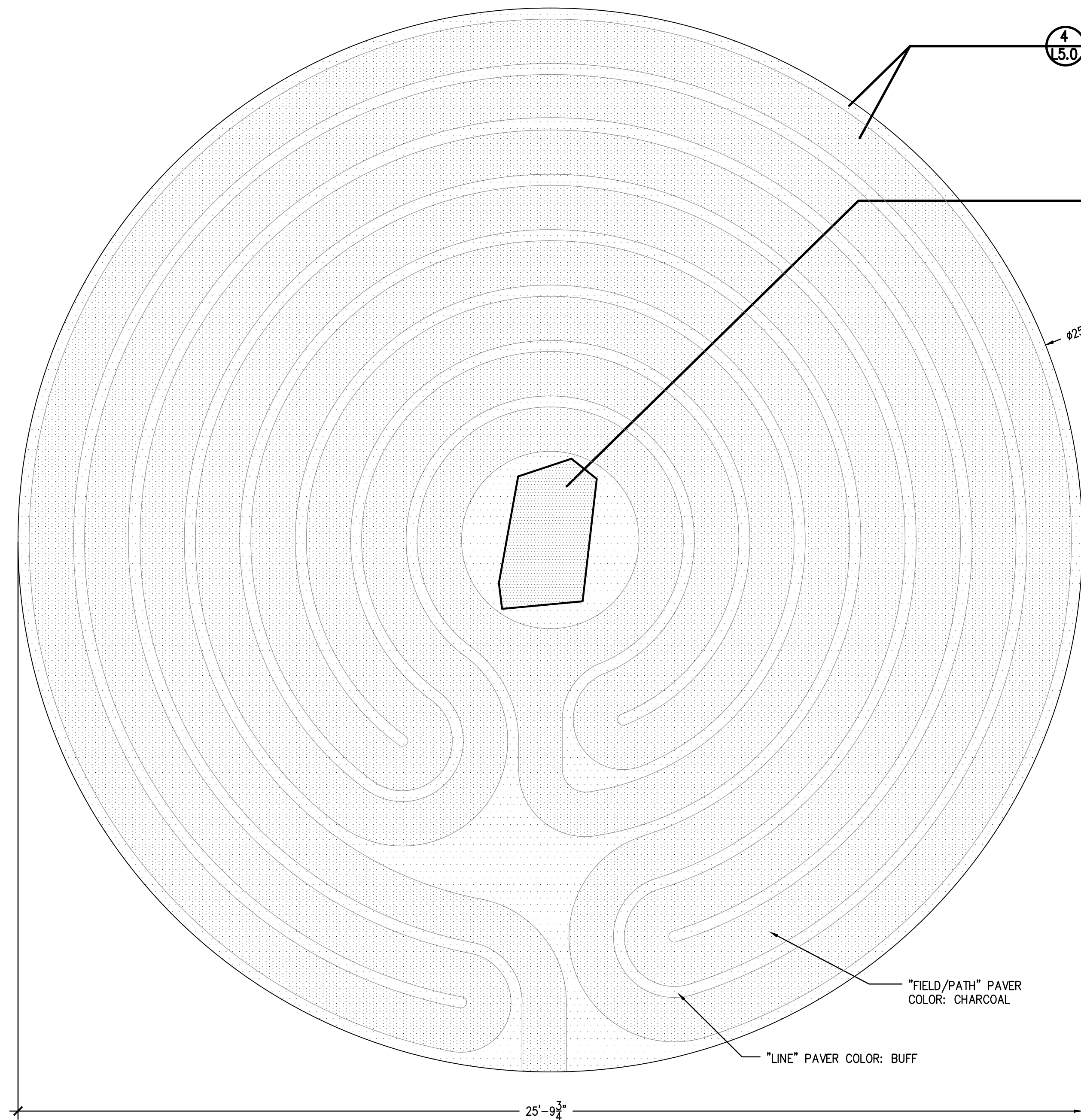
REVISIONS:

JOB DESCRIPTION:
CONSTRUCTION DOCUMENTS

SHEET TITLE:
SITE DETAILS

SHEET NUMBER:
L5.8





4
L5.0 CONCRETE PAVER

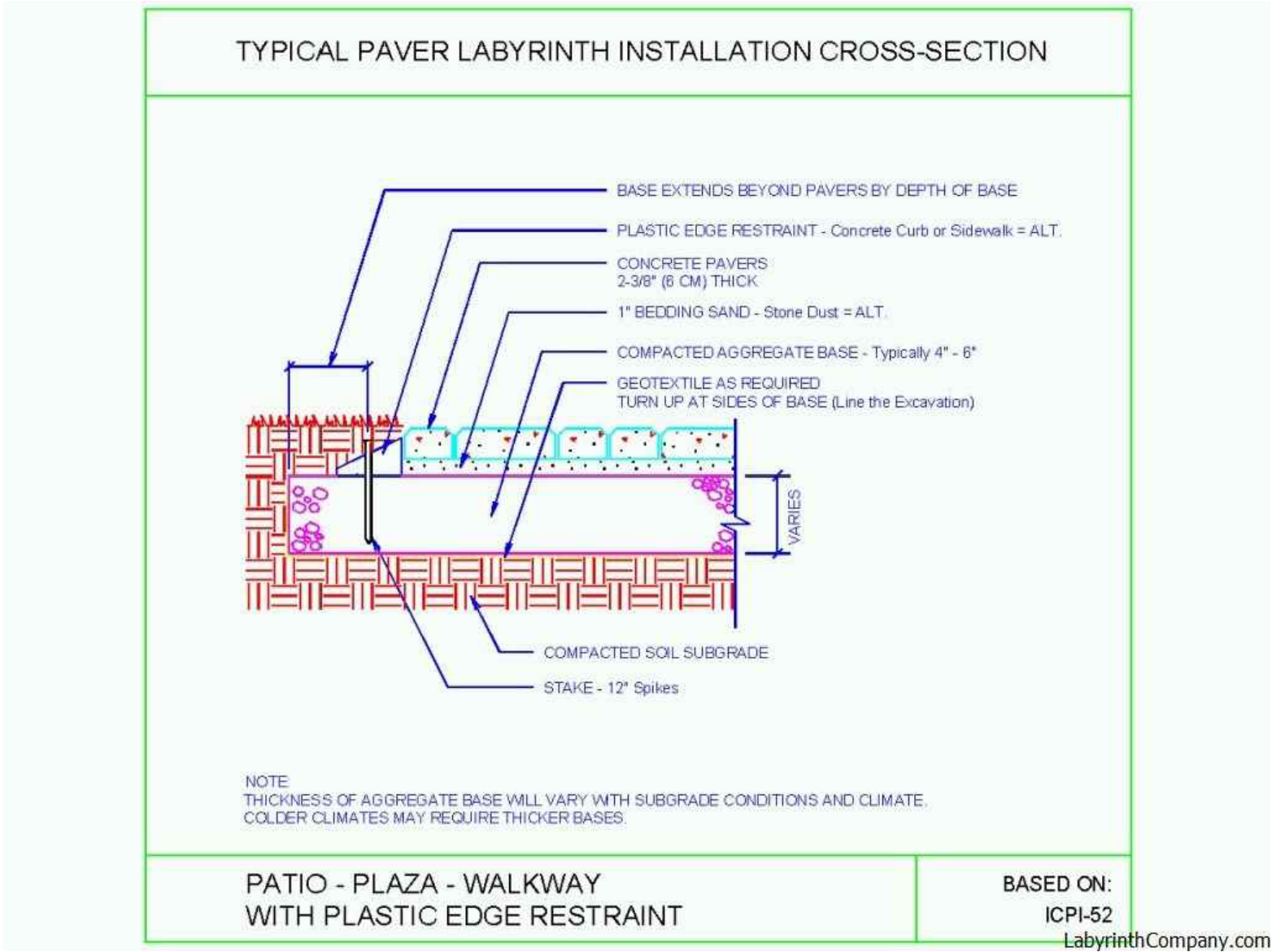
3
L5.2 LANDSCAPE BOULDER
FEATURE BOULDER – LARGE MOSS ROCK
(FIELD CUT PAVERS AROUND BOULDER)

Ø25'-9 3/4"

"FIELD/PATH" PAVER
COLOR: CHARCOAL

"LINE" PAVER COLOR: BUFF

- NOTE:
1. PATTERN TEMPLATE AND CUSTOM PAVERS PROVIDED BY:
THE LABYRINTH COMPANY
244 WATCH HILL ROAD
KENSINGTON, CT. 06037
1-888-715-2297
INFO@LABYRINTHCOMPANY.COM
(WWW.LABYRINTHCOMPANY.COM)
 2. PATTERN TO BE A 7-CIRCUIT "ROUND CLASSICAL" – 25'-9.75"
 3. COLORS – FIELD/PATH: CHARCOAL & LINES: BUFF – RE: PLAN.
 4. CONTRACTOR TO SUBMIT PRODUCT SAMPLES FOR APPROVAL.
 5. CONTRACTOR TO FAMILIARIZE THEMSELVES WITH DETAILED INSTALL REQUIREMENTS OF THE LABYRINTH AND INSTALL PER MANUFACTURERS RECOMMENDATION & SPECIFICATION.
 6. CONTRACTOR TO FIELD CUT PAVERS AS REQUIRED.



MANUFACTURER INSTALL DETAIL

(WWW.LABYRINTHCOMPANY.COM)

1 LABYRINTH PATH

NOT TO SCALE

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Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE: 03-29-2023

DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

REVISIONS:

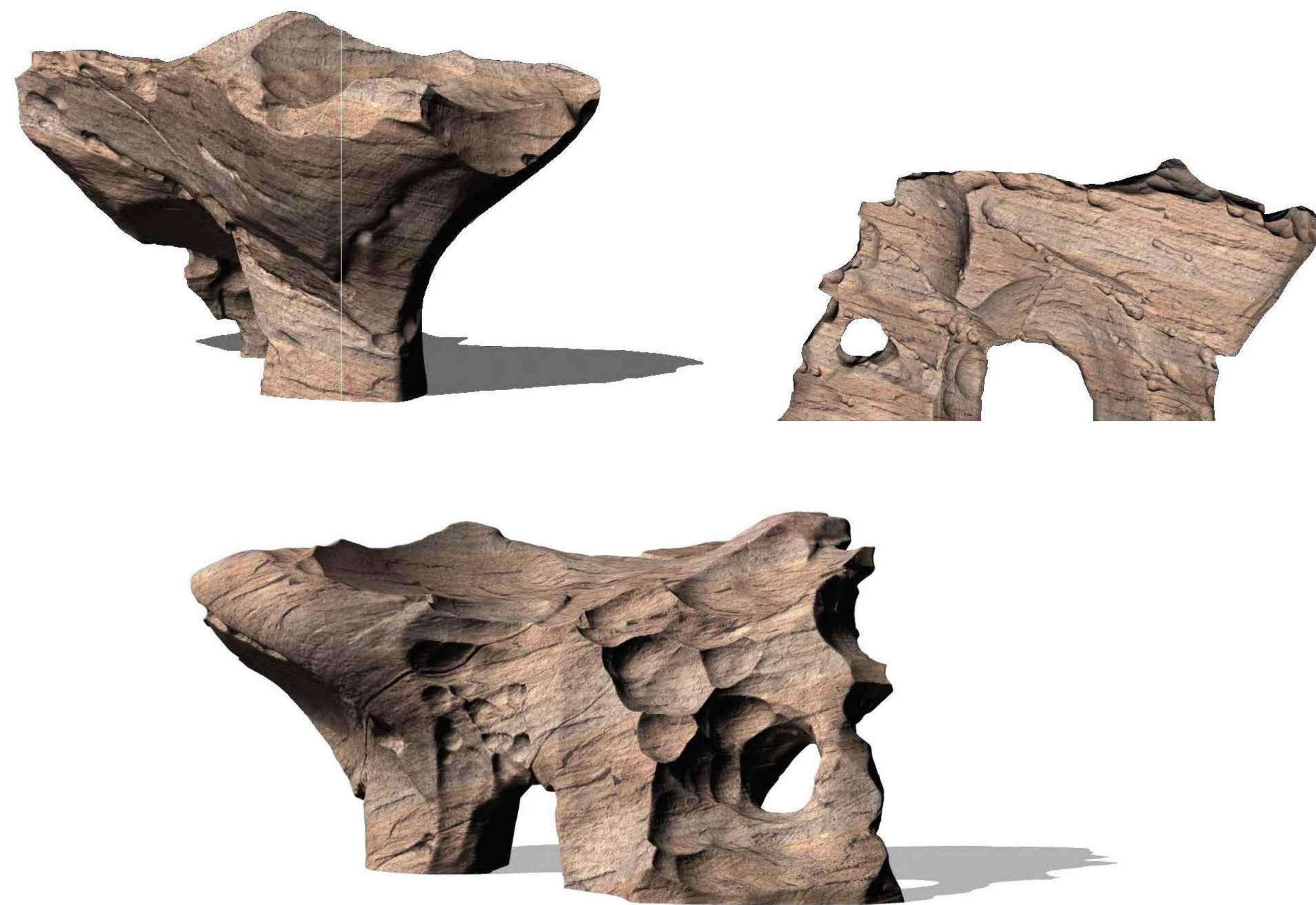
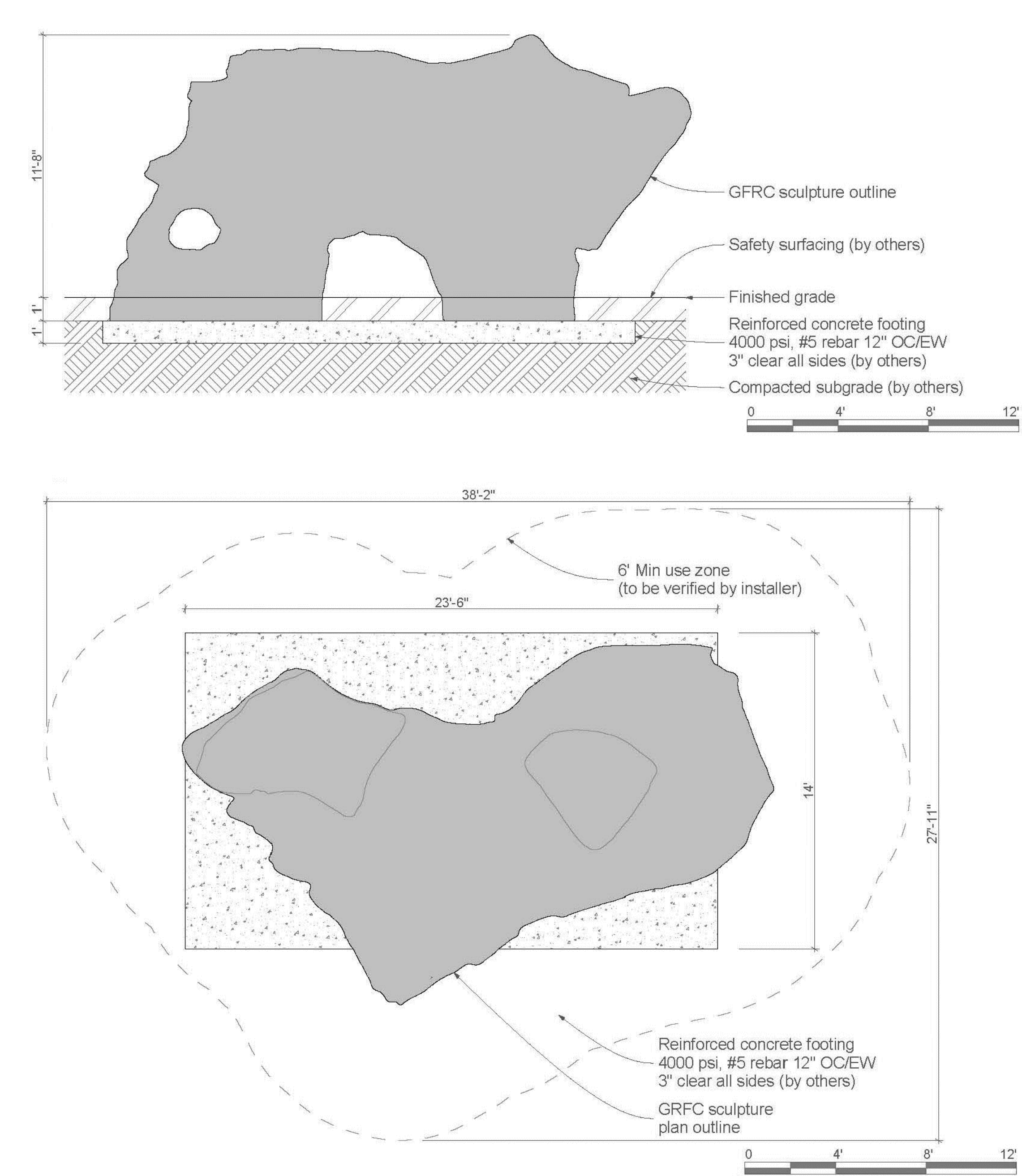
JOB DESCRIPTION:
CONSTRUCTION
DOCUMENTS

SHEET TITLE:
SITE DETAILS

SHEET NUMBER:

L5.9

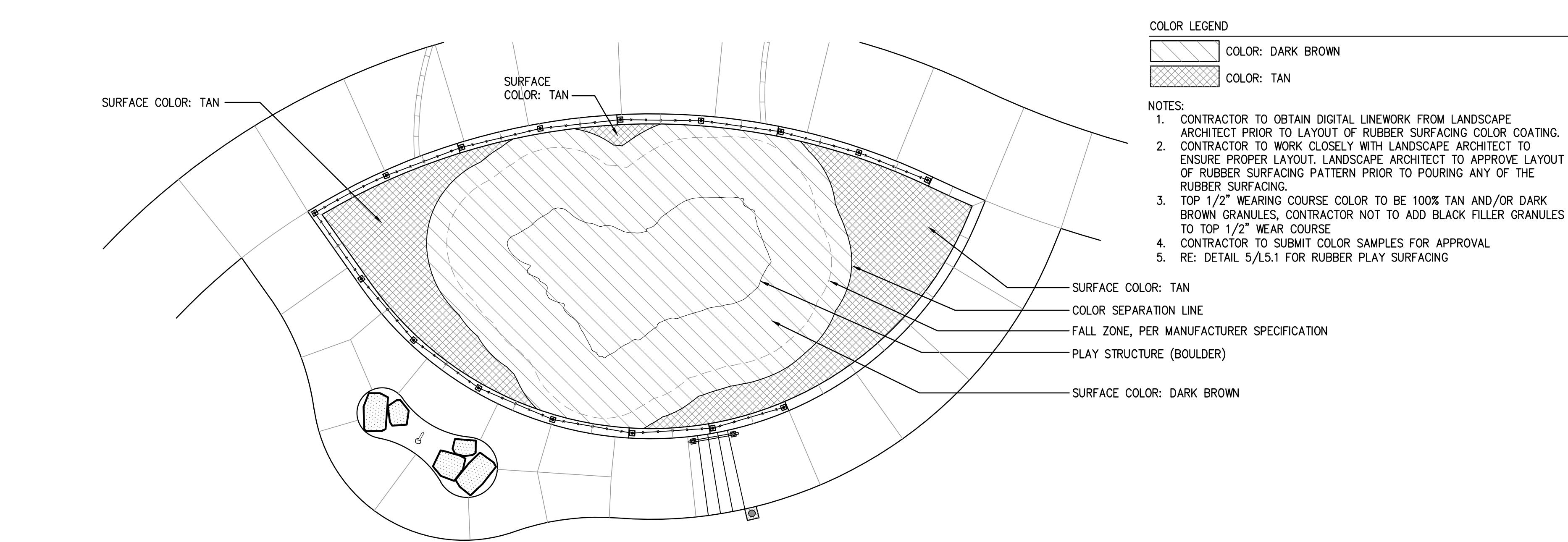




1 PLAY STRUCTURE

MANUFACTURER: ID SCULPTURE
MODEL: PARADISE BOULDER, PB002

NOT TO SCALE



2 RUBBER SURFACING PATTERN

NOT TO SCALE

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WILLIAM NEUMANN
175
Original Date of Licensure
12-12-22
LICENSED LANDSCAPE ARCHITECT
STATE OF COLORADO

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DESIGNED: MTW
DRAWN: KD/SK
CHECKED: MTW

DATE: 03-29-2023

REVISIONS:

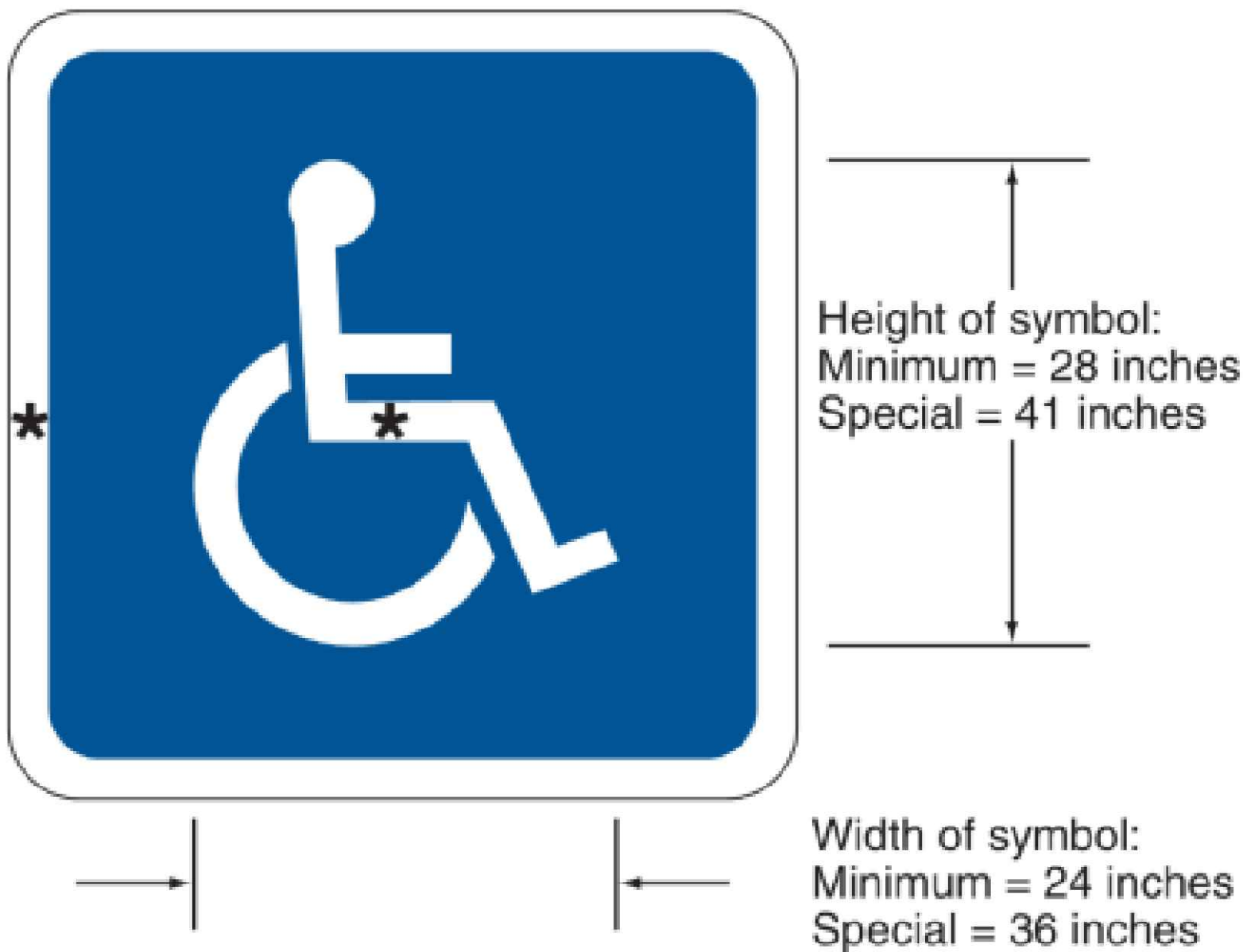
JOB DESCRIPTION: CONSTRUCTION DOCUMENTS

SHEET TITLE: SITE DETAILS

SHEET NUMBER: L5.10



Figure 3B-22. International Symbol of Accessibility Parking Space Marking



*Stroke width:
Minimum = 3 inches
Special = 4 inches

Note: Blue background and
white border are optional

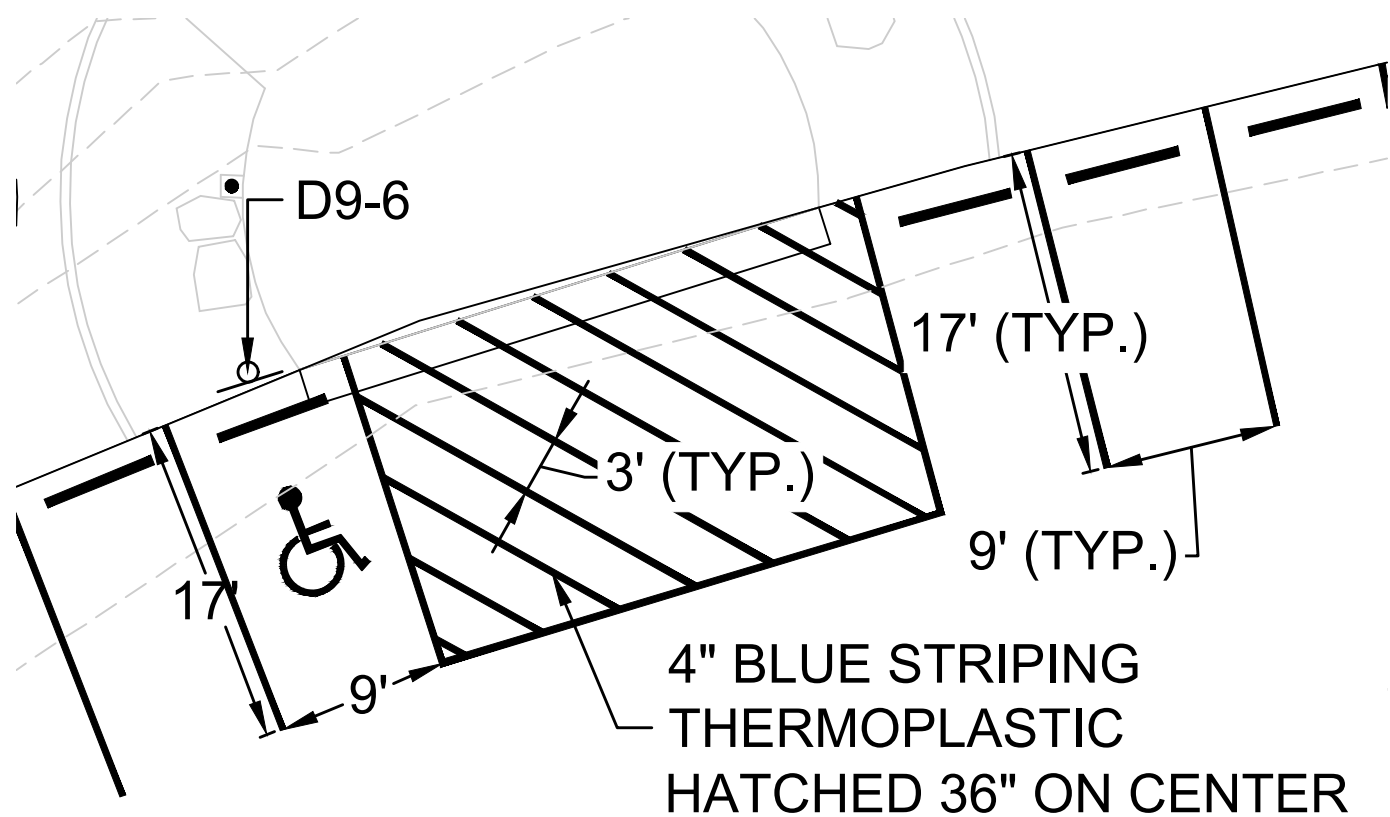
NOTES:
1. TYPICAL HC AND STANDARD SPACE SIZES
2. EXISTING PARKING STALLS ARE 17' DEEP



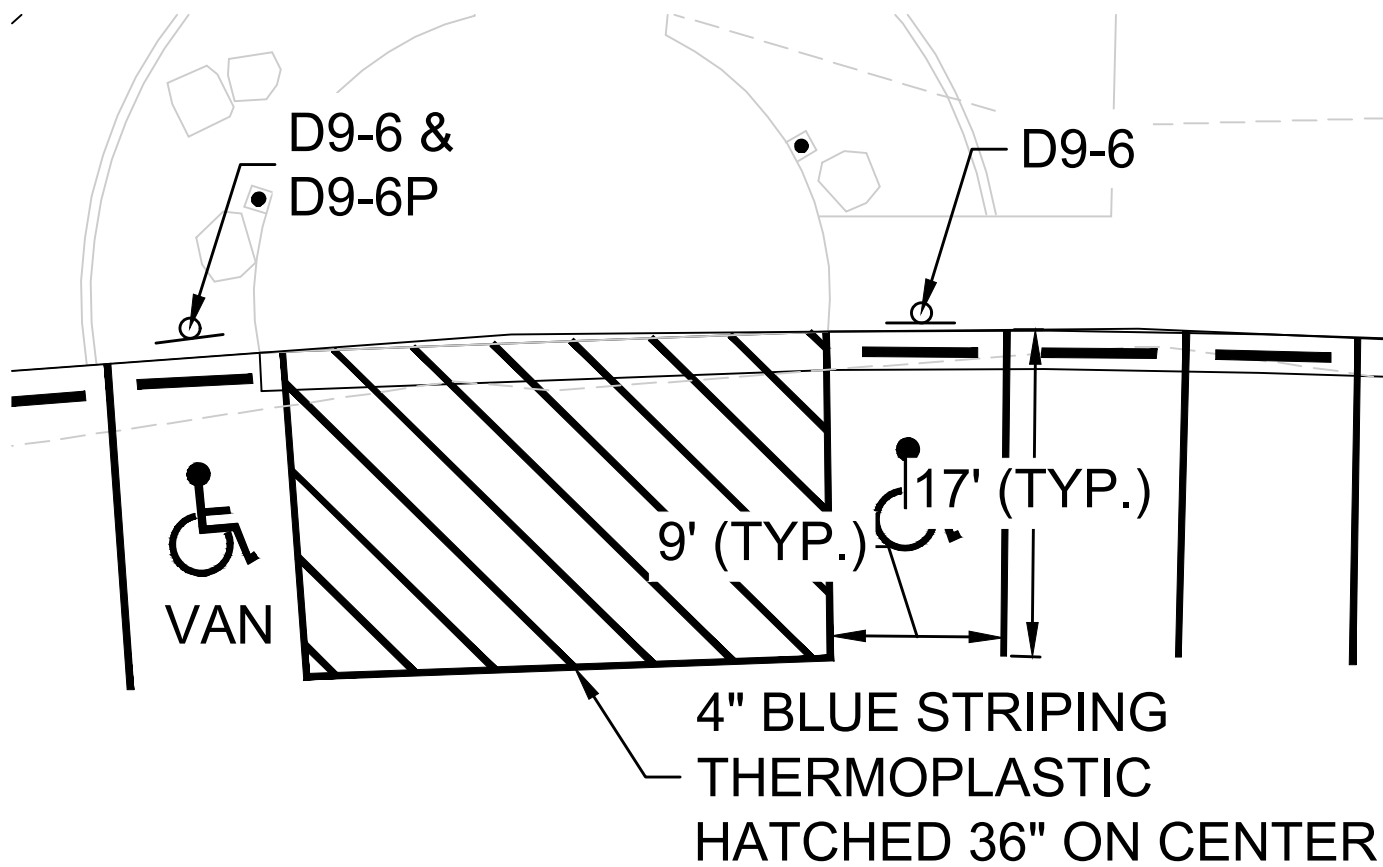
D9-6
Handicapped



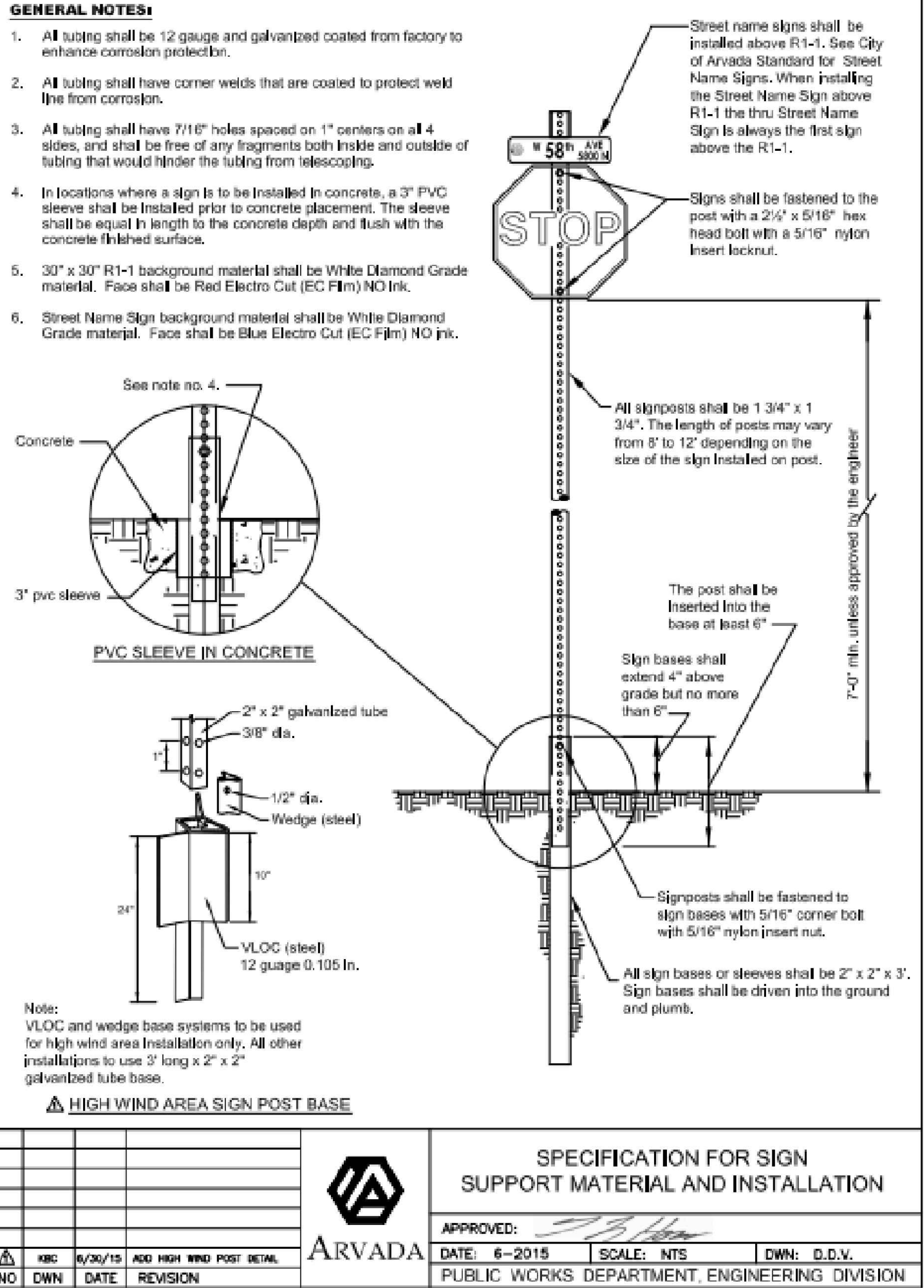
D9-6P



WEST ENTRY



EAST ENTRY



TR-1



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SUITE 100
ENGLEWOOD, CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

City of Arvada

PROJECT NUMBER: 17051.00 DATE: 12.13.2022

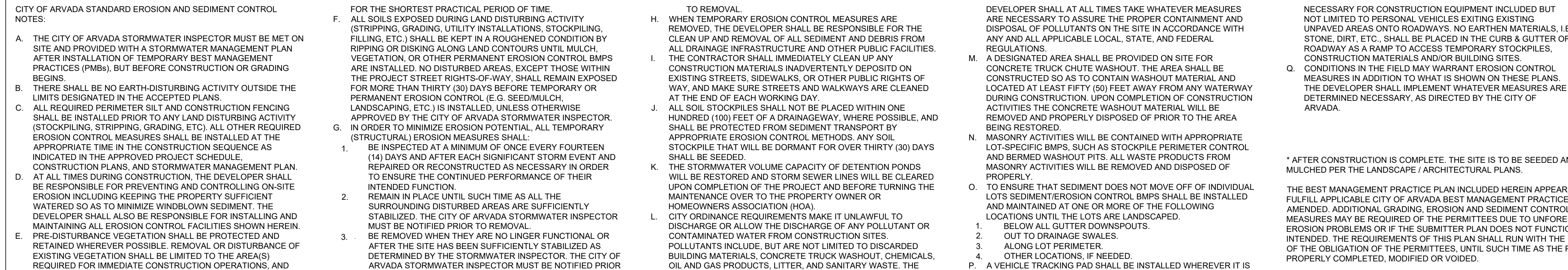
DESIGNED: CUB
DRAWN: CUB
CHECKED: TJO

REVISIONS:

JOB DESCRIPTION:
SITE PLAN

SHEET TITLE:
SIGNAGE & STRIPING PLAN

SHEET NUMBER:
ST1.0



VOLUME CALCULATIONS:
CUT: 10,875 CY
FILL: 1,070 CY
NET: 9,805 CY <CUT>

20 10 0 20 40

SCALE: 1" = 20'

 2/13/2023

THOMAS J. ODLE
REGISTERED PROFESSIONAL ENGINEER
COLORADO PE NO. 52802
WESTWOOD PROFESSIONAL SERVICES

DATE





CITY OF ARVADA STANDARD EROSION AND SEDIMENT CONTROL NOTES:

- THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE MET ON SITE AND PROVIDED WITH A STORMWATER MANAGEMENT PLAN AFTER INSTALLATION OF TEMPORARY BEST MANAGEMENT PRACTICES (PMBs), BUT BEFORE CONSTRUCTION OR GRADING BEGINS.
- THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.
- ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE.
- AT ALL TIMES DURING CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENT WATERED SO AS TO MINIMIZE WINDBLOWN SEDIMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.
- 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 ALL SOILS EXPOSED DURING LAND-DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPs ARE INSTALLED. NO DISTURBED AREAS, EXCEPT THOSE WITHIN THE PROJECT STREET RIGHTS-OF-WAY, SHALL REMAIN EXPOSED FOR MORE THAN THIRTY (30) DAYS BEFORE TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.
- IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION MEASURES SHALL:
 - BE INSPECTED AT A MINIMUM OF ONCE EVERY FOURTEEN (14) DAYS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
 - REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
 - BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR

- TO REMOVAL.
- 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.
- 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.
- 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 SEEDDED.
- THE STORMWATER VOLUME CAPACITY OF DETENTION PONDS WILL BE RESTORED AND STORM SEWER LINES WILL BE CLEARED UPON COMPLETION OF THE PROJECT AND BEFORE TURNING THE MAINTENANCE OVER TO THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION (HOA).
- 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.
- 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.
 - MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT-SPECIFIC BMPs, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITS. ALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.
 - TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF INDIVIDUAL LOTS SEDIMENT/EROSION CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED:
 - BELOW ALL GUTTER DOWNSPOUTS.
 - OUT-TO DRAINAGE SWALES.
 - ALONG LOT PERIMETER.
 - OTHER LOCATIONS, IF NEEDED.
 - A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS

- NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDED BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E. STONE, DIRT, ETC., SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, CONSTRUCTION MATERIALS AND/OR BUILDING SITES.
- 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.
- * AFTER CONSTRUCTION IS COMPLETE, THE SITE IS TO BE SEEDDED AND MULCHED PER THE LANDSCAPE / ARCHITECTURAL PLANS.
- THE BEST MANAGEMENT PRACTICE PLAN INCLUDED HEREIN APPEARS TO FULFILL APPLICABLE CITY OF ARVADA BEST MANAGEMENT PRACTICES, AS AMENDED. ADDITIONAL GRADING, EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED OF THE PERMITTEES DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE SUBMITTER PLAN DOES NOT FUNCTION AS INTENDED. THE REQUIREMENTS OF THIS PLAN SHALL RUN WITH THE LAND AND OF THE OBLIGATION OF THE PERMITTEES, UNTIL SUCH TIME AS THE PLAN IS PROPERLY COMPLETED, MODIFIED OR VOIDED.

LEGEND

CD STAGE		CHECK DAM
CB STAGE		COMPOSITE BLANKET & BERMS
CF STAGE		CONSTRUCTION FENCE
CIP STAGE		CULVER INLET PROTECTION
CWA STAGE		CONCRETE WASHOUT AREA
DD STAGE		DIVERSION DITCH
DW STAGE		DEWATERING
ED/DS STAGE		EARTH DIKES & DRAINAGE SWALES
ECB STAGE		EROSION CONTROL BLANKET
IP STAGE		INLET PROTECTION
SM STAGE		SEEDING AND MULCHING
OP STAGE		OUTLET PROTECTION
RCD STAGE		REINFORCED CHECK DAM
RCD STAGE		ROCK SOCKS
SB STAGE		SEDIMENT BASIN
SCL STAGE		SEDIMENT CONTROL LOG
SF STAGE		SILT FENCE
SR STAGE		SURFACE ROUGHENING
SSA STAGE		STABILIZED STAGING AREA
SP STAGE		STOCKPILE MANAGEMENT W/ PROTECTION
SBB STAGE		STRAW BALE BARRIER
ST STAGE		SEDIMENT TRAP
TSD STAGE		TEMPORARY SLOPE DRAIN
VTC STAGE		VEHICLE TRACKING CONTROL
LOC STAGE		LIMITS OF CONSTRUCTION / DISTURBANCE

VOLUME CALCULATIONS:
CUT: 10,875 CY
FILL: 1,070 CY
NET: 9,805 CY <CUT>

NOTES:
SEE PLANTING PLANS FOR STABILIZATION

SCALE: 1" = 20'

PROFESSIONAL ENGINEERING CERTIFICATION

THE BEST MANAGEMENT PRACTICE PLAN INCLUDED HEREIN HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE UDFCD DRAINAGE CRITERIA MANUAL AS AMENDED.

2/13/2023 DATE
THOMAS J. ODLE REGISTERED PROFESSIONAL ENGINEER
COLORADO PE NO. 52802 WESTWOOD PROFESSIONAL SERVICES

APPROVED:

CITY ENGINEER	DATE	JOB NUMBER
---------------	------	------------

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

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URBAN PLANNING
URBAN DESIGN

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DENVER, CO 80231
Westwood@dhm.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033
City of Arvada

PROJECT NUMBER: 17051.00 DATE: 12.13.2022

DESIGNED: CUB
DRAWN: CUB
CHECKED: TJO

REVISIONS:

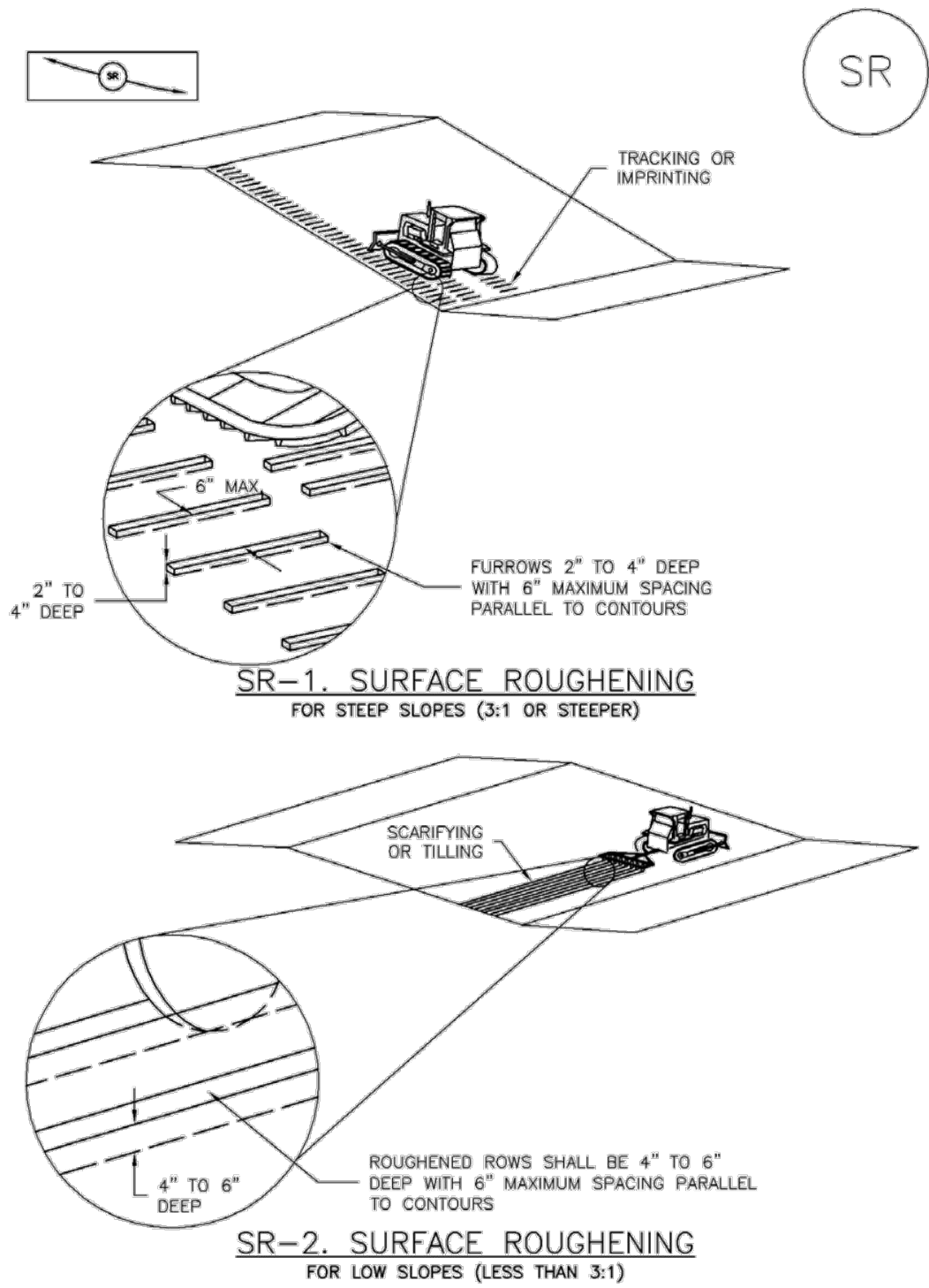
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SHEET TITLE: GESC PLAN INTERM/FINAL

SHEET NUMBER: EC1.1

Surface Roughening (SR)

EC-1



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EC-1

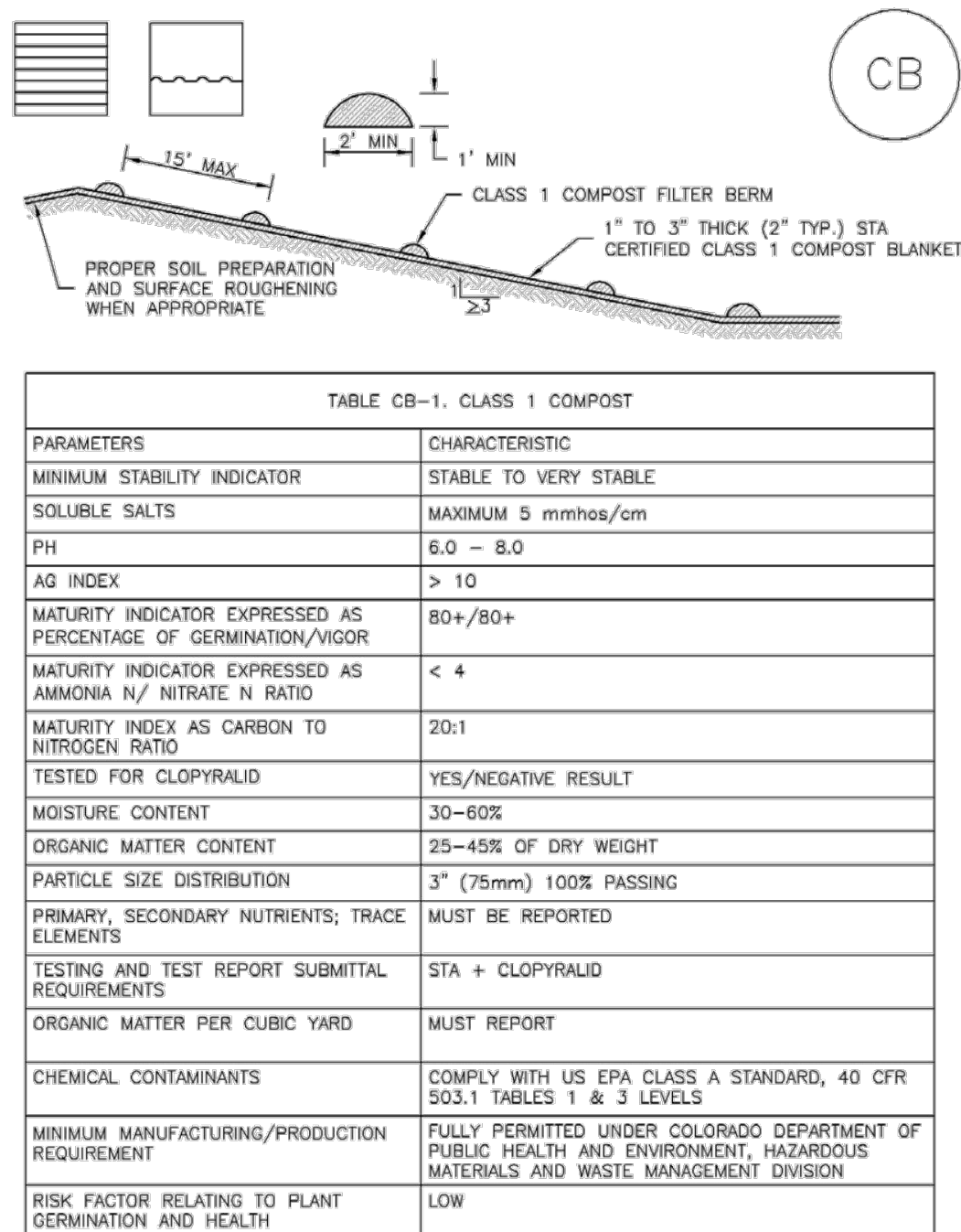
Surface Roughening (SR)

- SURFACE ROUGHENING INSTALLATION NOTES**
- SEE PLAN VIEW FOR:
-LOCATION(S) OF SURFACE ROUGHENING.
 - SURFACE ROUGHENING SHALL BE PROVIDED PROMPTLY AFTER COMPLETION OF FINISHED GRADING (FOR AREAS NOT RECEIVING TOPSOIL) OR PRIOR TO TOPSOIL PLACEMENT OR ANY FORECASTED RAIN EVENT.
 - AREAS WHERE BUILDING FOUNDATIONS, PAVEMENT, OR SOD WILL BE PLACED WITHOUT DELAY IN THE CONSTRUCTION SEQUENCE, SURFACE ROUGHENING IS NOT REQUIRED.
 - DISTURBED SURFACES SHALL BE ROUGHENED USING RIPPING OR TILLING EQUIPMENT ON THE CONTOUR OR TRACKING UP AND DOWN A SLOPE USING EQUIPMENT TREADS.
 - A FARMING DISK SHALL NOT BE USED FOR SURFACE ROUGHENING.
- SURFACE ROUGHENING MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACE UPON DISCOVERY OF THE FAILURE.
 - VEHICLES AND EQUIPMENT SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SURFACE ROUGHENED.
 - IN NON-TURF GRASS FINISHED AREAS, SEEDING AND MULCHING SHALL TAKE PLACE DIRECTLY OVER SURFACE ROUGHENED AREAS WITHOUT FIRST SMOOTHING OUT THE SURFACE.
 - IN AREAS NOT SEEDED AND MULCHED AFTER SURFACE ROUGHENING, SURFACES SHALL BE RE-ROUGHENED AS NECESSARY TO MAINTAIN GROOVE DEPTH AND SMOOTH OVER RILL EROSION.
- (DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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Compost Blanket and Filter Berm (CB)

EC-5



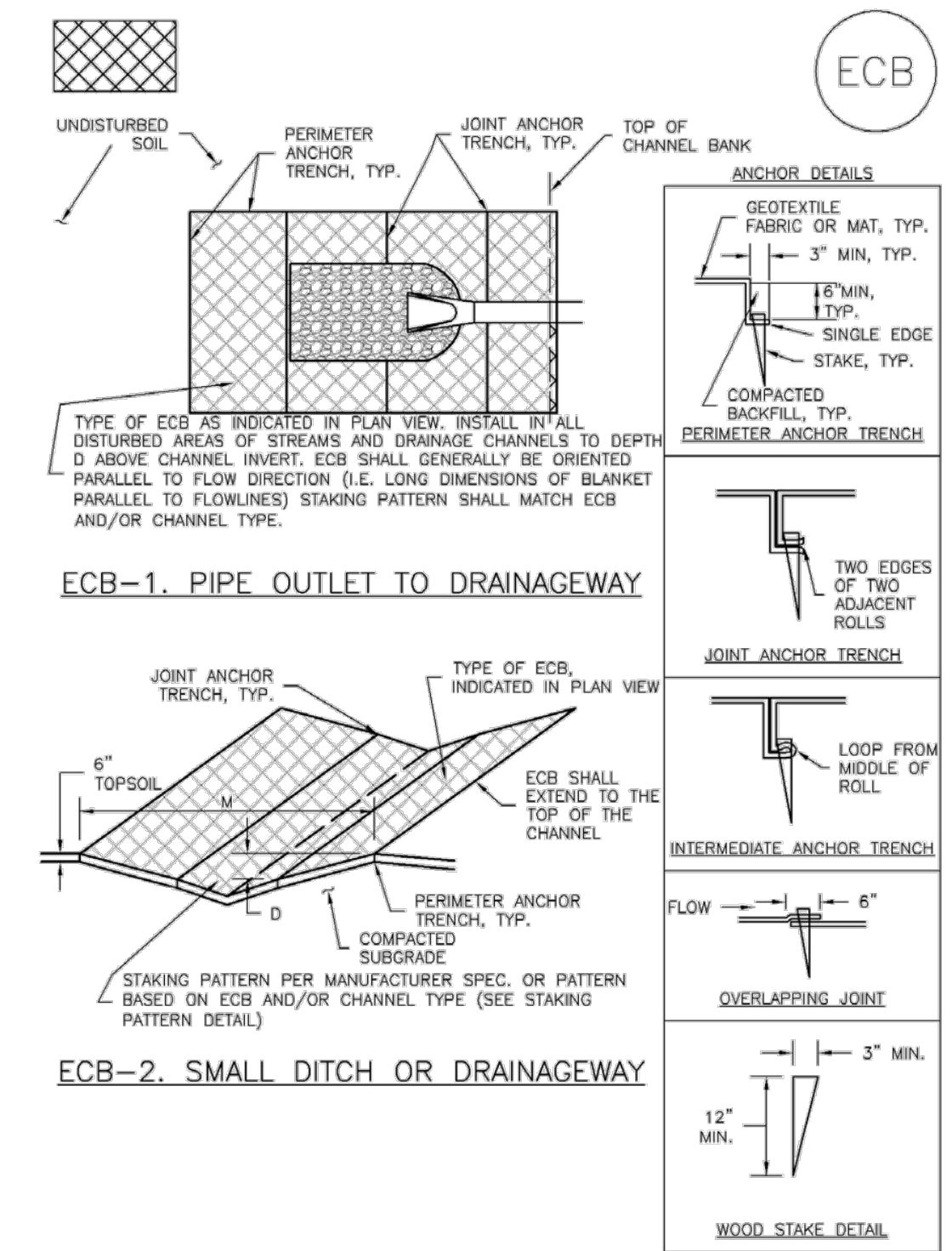
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Urban Storm Drainage Criteria Manual Volume 3

Compost Blanket and Filter Berm (CB)

- COMPOST FILTER BERM AND COMPOST BLANKET INSTALLATION NOTES**
- SEE PLAN VIEW FOR:
-LOCATION OF COMPOST FILTER BERM(S).
-LENGTH OF COMPOST FILTER BERM(S).
 - COMPOST BERMS AND BLANKETS MAY BE USED IN PLACE OF STRAW MULCH OR GEOTEXTILE FABRIC IN AREAS WHERE ACCESS TO LANDSCAPING IS DIFFICULT DUE TO LANDSCAPING OR OTHER OBJECTS OR IN AREAS WHERE A SMOOTH TURF GRASS FINISH IS DESIRED.
 - FILTER BERMS SHALL RUN PARALLEL TO THE CONTOUR.
 - FILTER BERMS SHALL BE A MINIMUM OF 1 FEET HIGH AND 2 FEET WIDE.
 - FILTER BERMS SHALL BE APPLIED BY PNEUMATIC BLOWER OR BY HAND.
 - FILTER BERMS SHALL ONLY BE UTILIZED IN AREAS WHERE SHEET FLOW CONDITIONS PREVAIL AND NOT IN AREAS OF CONCENTRATED FLOW.
 - COMPOST BLANKETS SHALL BE APPLIED AT A DEPTH OF 1 -3 INCHES (TYPICALLY 2 INCHES). FOR AREAS WITH EXISTING VEGETATION THAT ARE TO BE SUPPLEMENTED BY COMPOST, A THIN 0.5-INCH LAYER MAY BE USED.
 - SEEDING SHALL BE PERFORMED PRIOR TO THE APPLICATION OF COMPOST. ALTERNATIVELY, SEED MAY BE COMBINED WITH COMPOST AND BLOWN WITH THE PNEUMATIC BLOWER.
 - WHEN TURF GRASS FINISH IS NOT DESIRED, SURFACE ROUGHENING ON SLOPES SHALL TAKE PLACE PRIOR TO COMPOST APPLICATION.
 - COMPOST SHALL BE A CLASS 1 COMPOST AS DEFINED BY TABLE CB-1.
- COMPOST FILTER BERM MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - COMPOST BERMS AND BLANKETS SHALL BE REAPPLIED OR REGRADED AS NECESSARY IF RILLING IN THE COMPOST SURFACE OCCURS.
- (DETAILS ADAPTED FROM ARAPAHOE COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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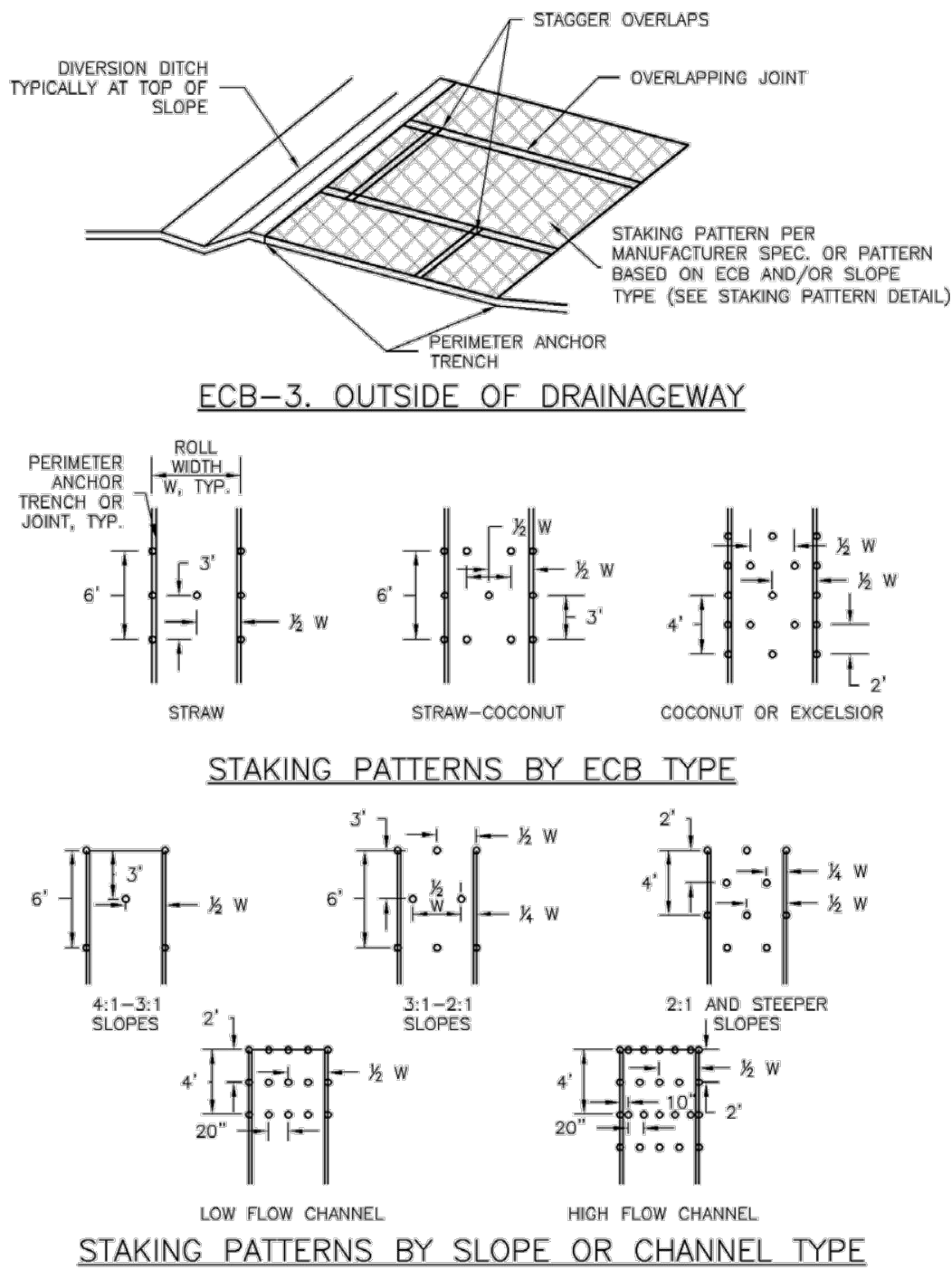
Rolled Erosion Control Products (RECP)



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Urban Storm Drainage Criteria Manual Volume 3

Rolled Erosion Control Products (RECP)

EC-6



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Rolled Erosion Control Products (RECP)

- EROSION CONTROL BLANKET INSTALLATION NOTES**
- SEE PLAN VIEW FOR:
-LOCATION OF ECB.
-TYPE OF ECB (STRAW, STRAW-COCONUT, COCONUT, OR EXCELSIOR).
-AREA, A, IN SQUARE YARDS OF EACH TYPE OF ECB.
 - 100% NATURAL AND BIODEGRADABLE MATERIALS ARE PREFERRED FOR RECPs, ALTHOUGH SOME JURISDICTIONS MAY ALLOW OTHER MATERIALS IN SOME APPLICATIONS.
 - IN AREAS WHERE ECBs ARE SHOWN ON THE PLANS, THE PERMITTEE SHALL PLACE TOPSOIL AND PERFORM FINAL GRADING, SURFACE PREPARATION, AND SEEDING AND MULCHING. SUBGRADE SHALL BE SMOOTH AND MOIST PRIOR TO ECB INSTALLATION AND THE ECB SHALL BE IN FULL CONTACT WITH SUBGRADE. NO GAPS OR VOIDS SHALL EXIST UNDER THE BLANKET.
 - PERIMETER ANCHOR TRENCH SHALL BE USED ALONG THE OUTSIDE PERIMETER OF ALL BLANKET AREAS.
 - JOINT ANCHOR TRENCH SHALL BE USED TO JOIN ROLLS OF ECBs TOGETHER (LONGITUDINALLY AND TRANSVERSELY) FOR ALL ECBs EXCEPT STRAW WHICH MAY USE AN OVERLAPPING JOINT.
 - INTERMEDIATE ANCHOR TRENCH SHALL BE USED AT SPACING OF ONE-HALF ROLL LENGTH FOR COCONUT AND EXCELSIOR ECBs.
 - OVERLAPPING JOINT DETAIL SHALL BE USED TO JOIN ROLLS OF ECBs TOGETHER FOR ECBs ON SLOPES.
 - MATERIAL SPECIFICATIONS OF ECBs SHALL CONFORM TO TABLE ECB-1.
 - ANY AREAS OF SEEDING AND MULCHING DISTURBED IN THE PROCESS OF INSTALLING ECBs SHALL BE RESEED AND MULCHED.
 - DETAILS ON DESIGN PLANS FOR MAJOR DRAINAGWAY STABILIZATION WILL GOVERN IF DIFFERENT FROM THOSE SHOWN HERE.

TABLE ECB-1. ECB MATERIAL SPECIFICATIONS			
TYPE	COCONUT CONTENT	STRAW CONTENT	EXCELSIOR CONTENT
STRAW*	-	100%	-
STRAW-COCONUT	30% MIN	70% MAX	-
COCONUT	100%	-	-
EXCELSIOR	-	-	100%

*STRAW ECBs MAY ONLY BE USED OUTSIDE OF STRAWS AND DRAINAGE CHANNELS.

**ULTRAVIOLETT NETTING MAY BE ACCEPTABLE IN SOME JURISDICTIONS

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Rolled Erosion Control Products (RECP)

EC-6

- EROSION CONTROL BLANKET MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - ECBs SHALL BE LEFT IN PLACE TO EVENTUALLY BIODEGRADE, UNLESS REQUESTED TO BE REMOVED BY THE LOCAL JURISDICTION.
 - ANY ECB PULLED OUT, TORN, OR OTHERWISE DAMAGED SHALL BE REPAIRED OR REINSTALLED. ANY SUBGRADE AREAS BELOW THE GEOTEXTILE THAT HAVE ERODED TO CREATE A VOID UNDER THE BLANKET, OR THAT REMAIN DEVOID OF GRASS SHALL BE REPAIRED, RESEEDED AND MULCHED AND THE ECB REINSTALLED.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
- (DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO AND TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

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PROJECT NUMBER: 17051.00
DATE: 12.13.2022

DESIGNED: CUB
DRAWN: CUB
CHECKED: TJO

REVISIONS:

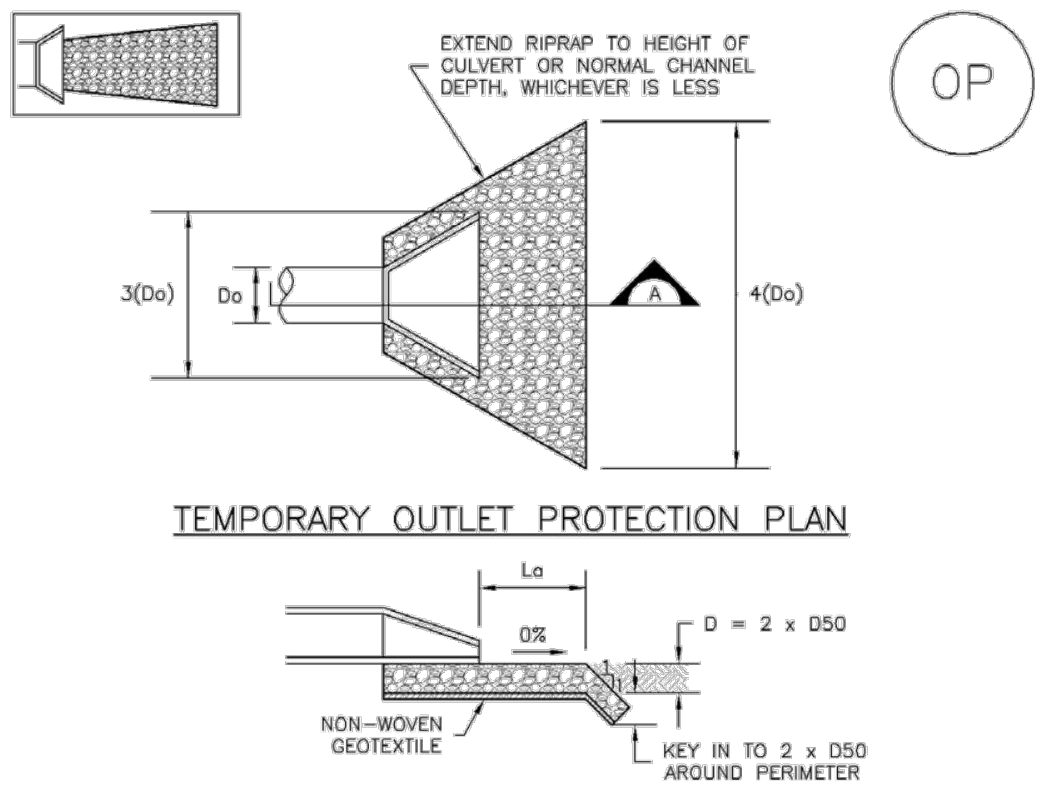
JOB DESCRIPTION:
SITE PLAN

SHEET TITLE:
GESIC PLAN - DETAILS

SHEET NUMBER:

EC1.2

EC-8 Temporary Outlet Protection (TOP)



TEMPORARY OUTLET PROTECTION PLAN

SECTION A

TABLE OP-1. TEMPORARY OUTLET PROTECTION SIZING TABLE			
PIPE DIAMETER, Do (INCHES)	DISCHARGE, Q (CFS)	APRON LENGTH, La (FT)	RIPRAP D50 DIAMETER MIN (INCHES)
8	2.5	5	4
	5	10	6
12	5	10	4
	10	13	6
18	10	10	6
	20	16	9
	30	23	12
	40	26	16
24	30	16	9
	40	26	9
	50	26	12
	60	30	16

OP-1. TEMPORARY OUTLET PROTECTION

TOP-2 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Temporary Outlet Protection (TOP) EC-8

TEMPORARY OUTLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF OUTLET PROTECTION.
 - DIMENSIONS OF OUTLET PROTECTION.
2. DETAIL IS INTENDED FOR PIPES WITH SLOPE $\leq 10\%$. ADDITIONAL EVALUATION OF RIPRAP SIZING AND OUTLET PROTECTION DIMENSIONS REQUIRED FOR STEEPER SLOPES.
3. TEMPORARY OUTLET PROTECTION INFORMATION IS FOR OUTLETS INTENDED TO BE UTILIZED LESS THAN 2 YEARS.

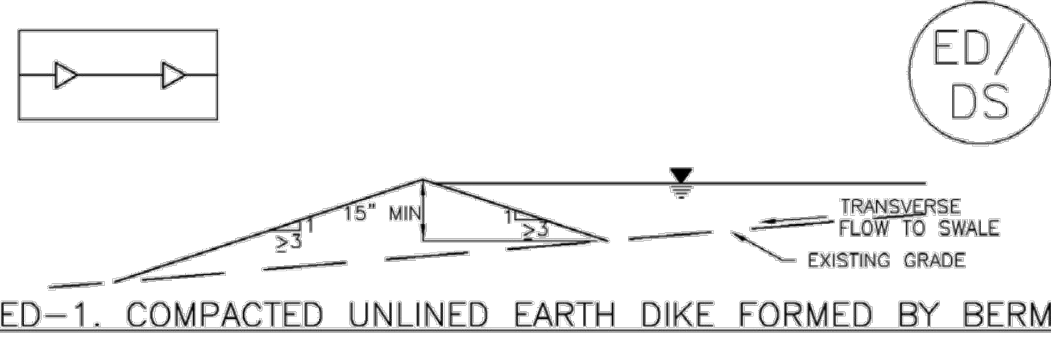
TEMPORARY OUTLET PROTECTION INSPECTION AND MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

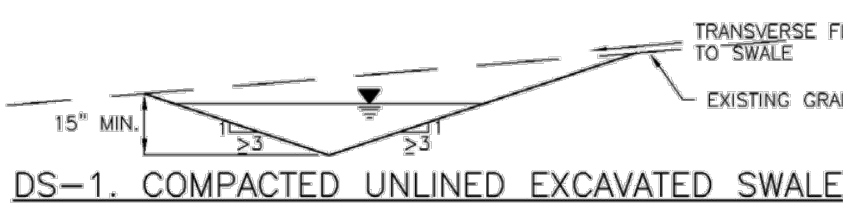
(DETAILS ADAPTED FROM AURORA, COLORADO AND PREVIOUS VERSION OF VOLUME 3, NOT AVAILABLE IN AUTOCAD)

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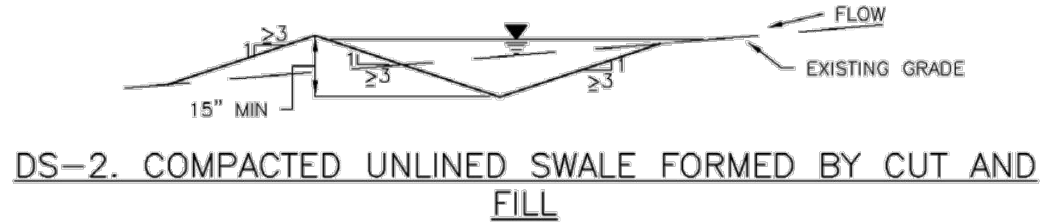
Earth Dikes and Drainage Swales (ED/DS) EC-10



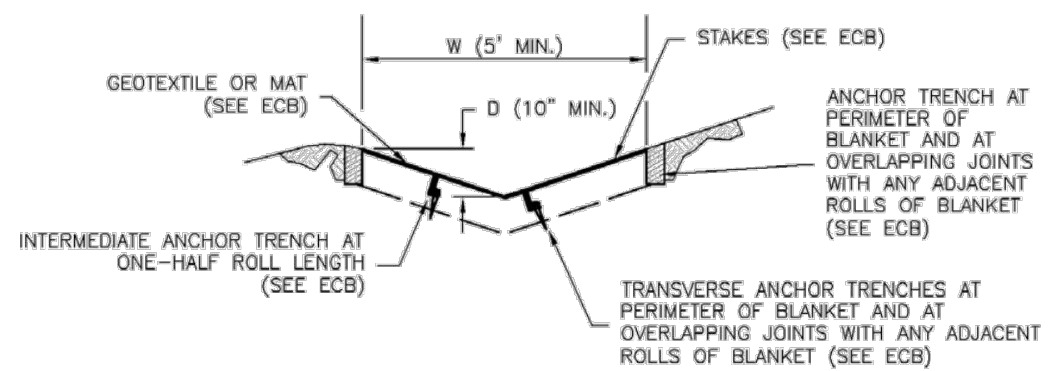
ED-1. COMPACTED UNLINED EARTH DIKE FORMED BY BERM



DS-1. COMPACTED UNLINED EXCAVATED SWALE



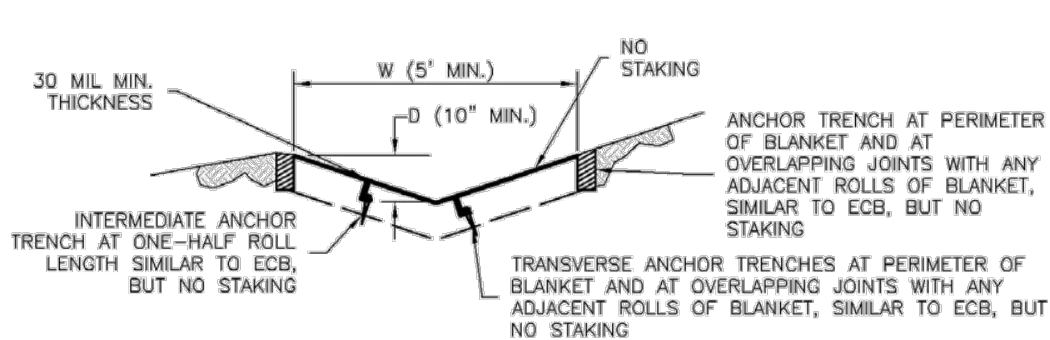
DS-2. COMPACTED UNLINED SWALE FORMED BY CUT AND FILL



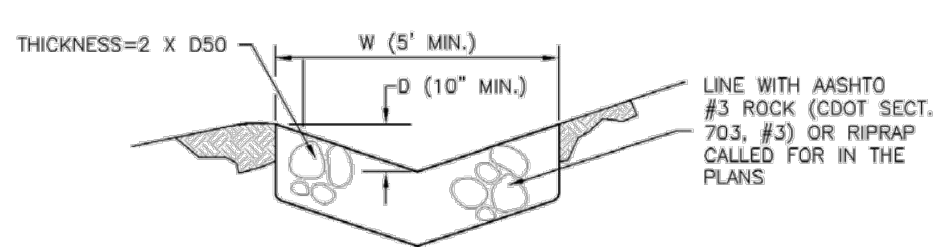
DS-3. ECB LINED SWALE (CUT AND FILL OR BERM)

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EC-10 Earth Dikes and Drainage Swales (ED/DS)



DS-4. SYNTHETIC LINED SWALE



DS-5. RIPRAP LINED SWALE

EARTH DIKE AND DRAINAGE SWALE INSTALLATION NOTES

1. SEE SITE PLAN FOR:
 - LOCATION OF DIVERSION SWALE
 - TYPE OF SWALE (UNLINED, COMPACTED AND/OR LINED).
 - LENGTH OF EACH SWALE.
 - DEPTH, D, AND WIDTH, W DIMENSIONS.
 - FOR ECB/TRM LINED DITCH, SEE ECB DETAIL.
 - FOR RIPRAP LINED DITCH, SIZE OF RIPRAP, D50.
2. SEE DRAINAGE PLANS FOR DETAILS OF PERMANENT CONVEYANCE FACILITIES AND/OR DIVERSION SWALES EXCEEDING 2-YEAR FLOW RATE OR 10 CFS.
3. EARTH DIKES AND SWALES INDICATED ON SWMP PLAN SHALL BE INSTALLED PRIOR TO LAND-DISTURBING ACTIVITIES IN PROXIMITY.
4. EMBANKMENT IS TO BE COMPACTED TO 90% OF MAXIMUM DENSITY AND WITHIN 2% OF OPTIMUM MOISTURE CONTENT ACCORDING TO ASTM D698.
5. SWALES ARE TO DRAIN TO A SEDIMENT CONTROL BMP.
6. FOR LINED DITCHES, INSTALLATION OF ECB/TRM SHALL CONFORM TO THE REQUIREMENTS OF THE ECB DETAIL.
7. WHEN CONSTRUCTION TRAFFIC MUST CROSS A DIVERSION SWALE, INSTALL A TEMPORARY CULVERT WITH A MINIMUM DIAMETER OF 12 INCHES.

ED/DS-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Earth Dikes and Drainage Swales (ED/DS) EC-10

EARTH DIKE AND DRAINAGE SWALE MAINTENANCE NOTES

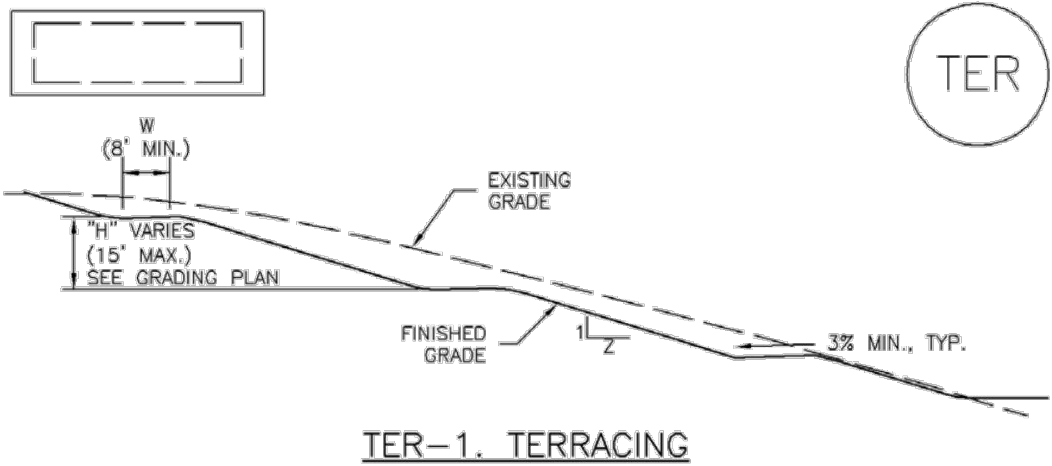
1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SWALES SHALL REMAIN IN PLACE UNTIL THE END OF CONSTRUCTION; IF APPROVED BY LOCAL JURISDICTION, SWALES MAY BE LEFT IN PLACE.
5. WHEN A SWALE IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF COLORADO SPRINGS, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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EC-11 Terracing (TER)



TER-1. TERRACING

TERRACING INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF TERRACING
 - WIDTH (W), AND SLOPE (Z).
2. TERRACING IS TYPICALLY NOT REQUIRED FOR SLOPES OF 4:1 OR FLATTER.
3. GRADE TERRACES TO DRAIN BACK TO SLOPE AT A MINIMUM OF 3% GRADE.

TERRACING MAINTENANCE NOTES

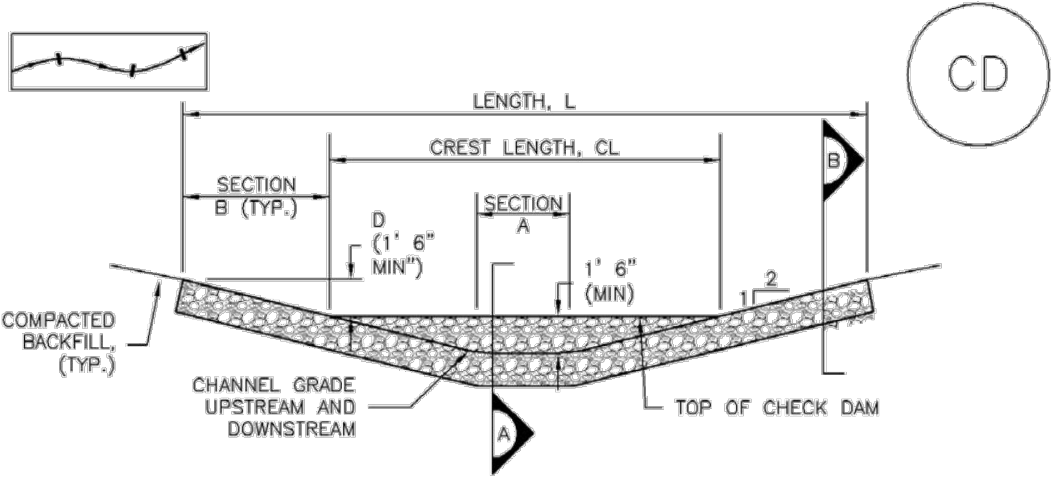
1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. RILL EROSION OCCURRING ON TERRACED SLOPES SHALL BE REPAIRED, RESEDED, MULCHED OR STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.
5. TERRACING MAY NEED TO BE RE-GRADED TO RETURN THE SLOPE TO THE FINAL DESIGN GRADE. THE SLOPE SHALL THEN BE COVERED WITH TOPSOIL, SEEDED AND MULCHED, OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

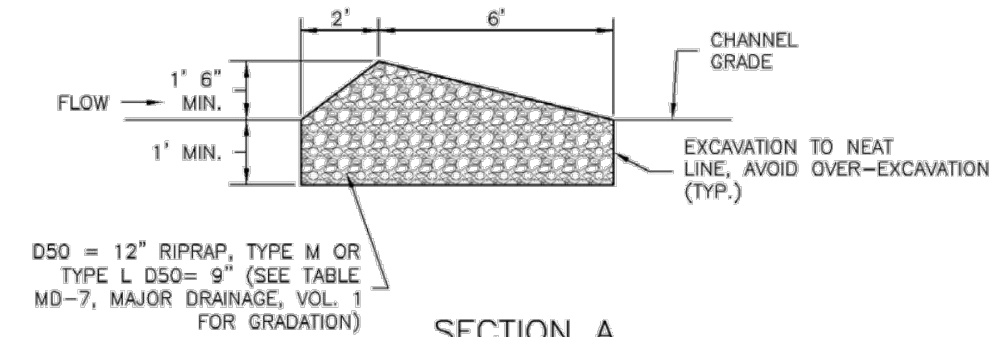
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TER-2 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

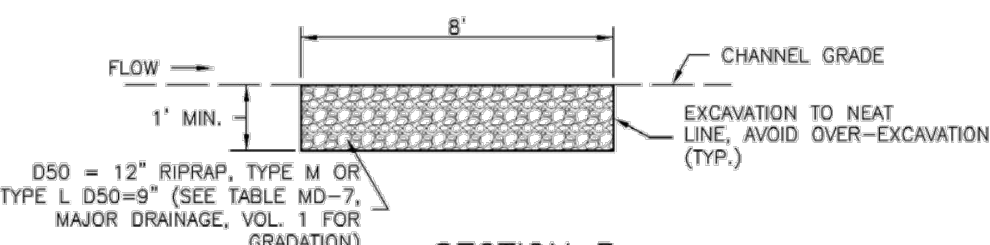
Check Dams (CD) EC-12



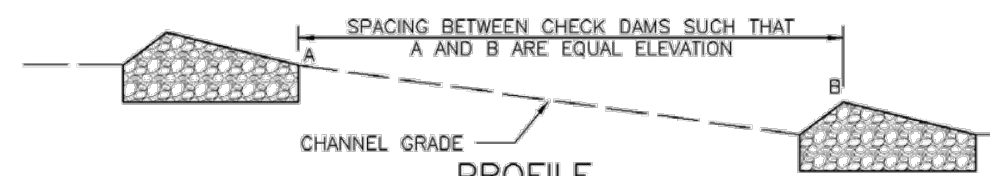
CHECK DAM ELEVATION VIEW



SECTION A



SECTION B



PROFILE

CD-1. CHECK DAM

November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 CD-3

EC-12 Check Dams (CD)

CHECK DAM INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF CHECK DAMS
 - CHECK DAM TYPE (CHECK DAM OR REINFORCED CHECK DAM).
 - LENGTH (L), CREST LENGTH (CL), AND DEPTH (D).
2. CHECK DAMS INDICATED ON INITIAL SWMP SHALL BE INSTALLED AFTER CONSTRUCTION FENCE, BUT PRIOR TO ANY UPSTREAM LAND DISTURBING ACTIVITIES.
3. RIPRAP UTILIZED FOR CHECK DAMS SHOULD BE OF APPROPRIATE SIZE FOR THE APPLICATION. TYPICAL TYPES OF RIPRAP USED FOR CHECK DAMS ARE TYPE M (D50 12") OR TYPE L (D50 9").
4. RIPRAP PAD SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1'.
5. THE ENDS OF THE CHECK DAM SHALL BE A MINIMUM OF 1' 6" HIGHER THAN THE CENTER OF THE CHECK DAM.

CHECK DAM MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 4. SEDIMENT ACCUMULATED UPSTREAM OF THE CHECK DAMS SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS WITHIN 1/2 OF THE HEIGHT OF THE CREST.
 5. CHECK DAMS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
 6. WHEN CHECK DAMS ARE REMOVED, EXCAVATIONS SHALL BE FILLED WITH SUITABLE COMPACTED BACKFILL. DISTURBED AREA SHALL BE SEEDED AND MULCHED AND COVERED WITH GEOTEXTILE OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.
- (DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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JOB DESCRIPTION:
SITE PLAN

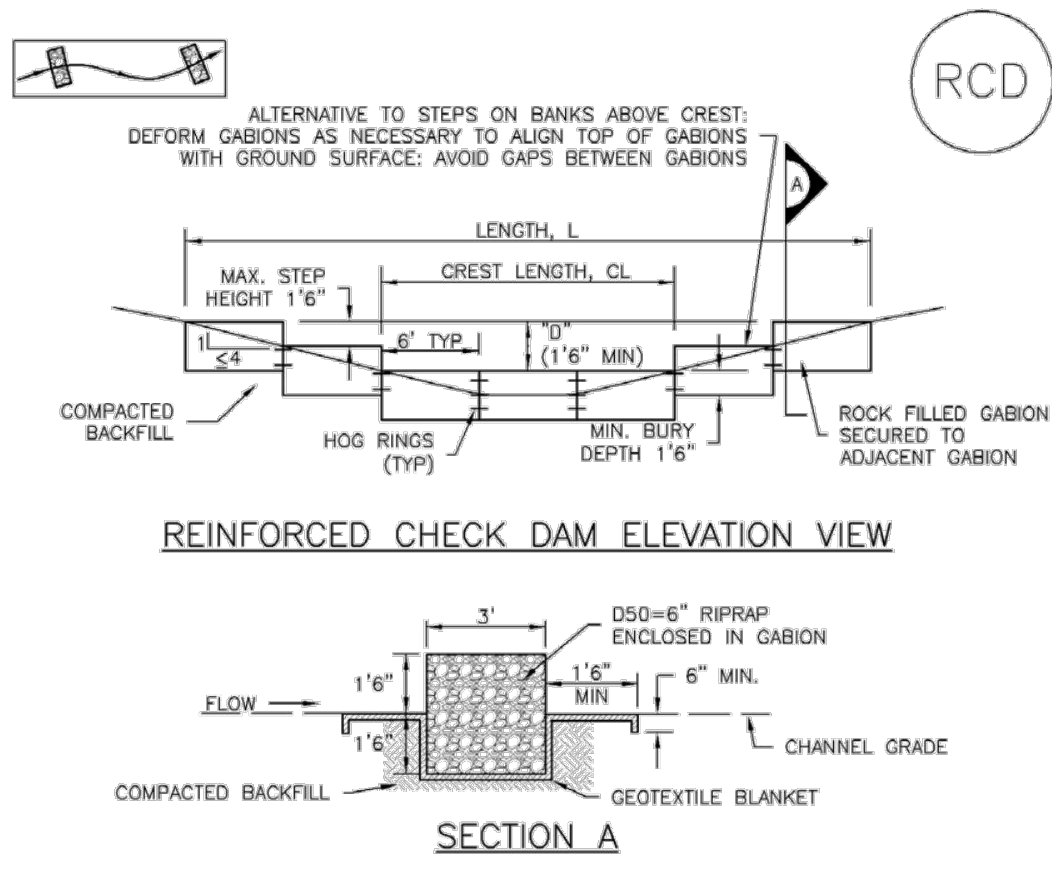
SHEET TITLE:
GESIC PLAN - DETAILS

SHEET NUMBER:

EC1.3

Check Dams (CD)

EC-12



REINFORCED CHECK DAM INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATIONS OF CHECK DAMS.
 - CHECK DAM TYPE (CHECK DAM OR REINFORCED CHECK DAM).
 - LENGTH (L), CREST LENGTH (CL), AND DEPTH (D).
- CHECK DAMS INDICATED ON THE SWMP SHALL BE INSTALLED PRIOR TO AN UPSTREAM LAND-DISTURBING ACTIVITIES.
- REINFORCED CHECK DAMS, GABIONS SHALL HAVE GALVANIZED TWISTED WIRE NETTING WITH A MAXIMUM OPENING DIMENSION OF 4⁵/₈" AND A MINIMUM WIRE THICKNESS OF 0.10". WIRE "HOG RINGS" AT 4" SPACING OR OTHER APPROVED MEANS SHALL BE USED AT ALL GABION SEAMS AND TO SECURE THE GABION TO THE ADJACENT SECTION.
- THE CHECK DAM SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1' 6".
- GEOTEXTILE BLANKET SHALL BE PLACED IN THE REINFORCED CHECK DAM TRENCH EXTENDING A MINIMUM OF 1' 6" ON BOTH THE UPSTREAM AND DOWNSTREAM SIDES OF THE REINFORCED CHECK DAM.

CD-2. REINFORCED CHECK DAM

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EC-12

Check Dams (CD)

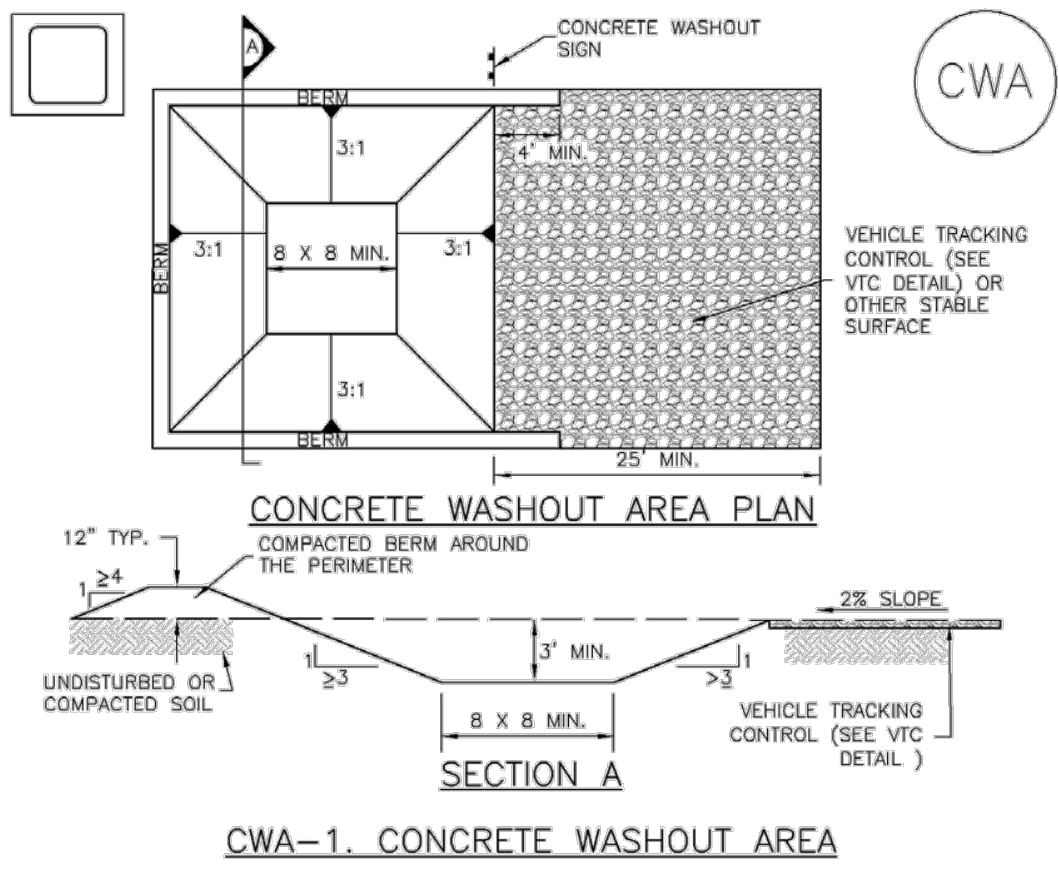
REINFORCED CHECK DAM MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - SEDIMENT ACCUMULATED UPSTREAM OF REINFORCED CHECK DAMS SHALL BE REMOVED AS NEEDED TO MAINTAIN THE EFFECTIVENESS OF BMP, TYPICALLY WHEN THE UPSTREAM SEDIMENT DEPTH IS WITHIN 1/2 THE HEIGHT OF THE CREST.
 - REPAIR OR REPLACE REINFORCED CHECK DAMS WHEN THERE ARE SIGNS OF DAMAGE SUCH AS HOLES IN THE GABION OR UNDERCUTTING.
 - REINFORCED CHECK DAMS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
 - WHEN REINFORCED CHECK DAMS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED, AND COVERED WITH A GEOTEXTILE BLANKET, OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.
- (DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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Concrete Washout Area (CWA)

MM-1



CWA-1. CONCRETE WASHOUT AREA

- CWA INSTALLATION NOTES
- SEE PLAN VIEW FOR:
 - CWA INSTALLATION LOCATION.
 - DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
 - THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
 - CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
 - BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
 - VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
 - SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
 - USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

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MM-1

Concrete Washout Area (CWA)

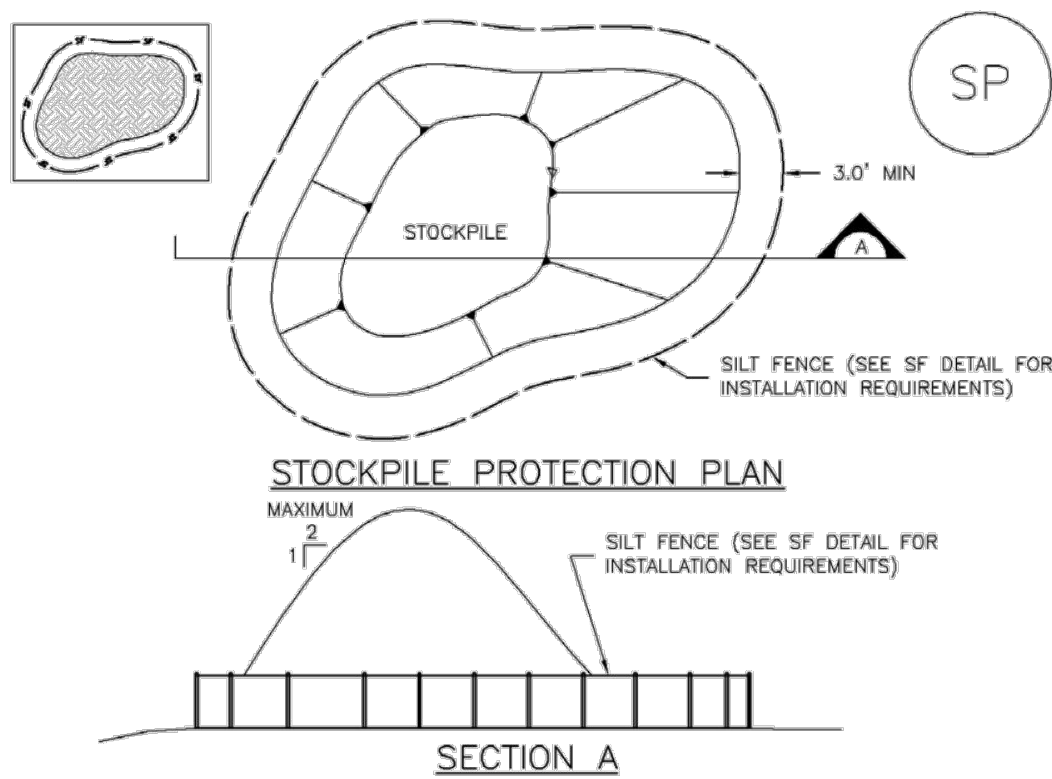
CWA MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
 - CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
 - THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
 - WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.
- (DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF PAPER, COLORADO, NOT AVAILABLE IN AUTOCAD)
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CWA-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Stockpile Management (SP)

MM-2



SP-1. STOCKPILE PROTECTION

STOCKPILE PROTECTION INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION OF STOCKPILES.
 - TYPE OF STOCKPILE PROTECTION.
- INSTALL PERIMETER CONTROLS IN ACCORDANCE WITH THEIR RESPECTIVE DESIGN DETAILS. SILT FENCE IS SHOWN IN THE STOCKPILE PROTECTION DETAILS; HOWEVER, OTHER TYPES OF PERIMETER CONTROLS INCLUDING SEDIMENT CONTROL LOGS OR ROCK SOCKS MAY BE SUITABLE IN SOME CIRCUMSTANCES. CONSIDERATIONS FOR DETERMINING THE APPROPRIATE TYPE OF PERIMETER CONTROL FOR A STOCKPILE INCLUDE WHETHER THE STOCKPILE IS LOCATED ON A PERVIOUS OR IMPERVIOUS SURFACE, THE RELATIVE HEIGHTS OF THE PERIMETER CONTROL AND STOCKPILE, THE ABILITY OF THE PERIMETER CONTROL TO CONTAIN THE STOCKPILE WITHOUT FAILING IN THE EVENT THAT MATERIAL FROM THE STOCKPILE SHIFTS OR SLUMPS AGAINST THE PERIMETER, AND OTHER FACTORS.
- STABILIZE THE STOCKPILE SURFACE WITH SURFACE ROUENING, TEMPORARY SEEDING AND MULCHING, EROSION CONTROL BLANKETS, OR SOIL BINDERS. SOILS STOCKPILED FOR AN EXTENDED PERIOD (TYPICALLY FOR MORE THAN 60 DAYS) SHOULD BE SEEDED AND MULCHED WITH A TEMPORARY GRASS COVER ONCE THE STOCKPILE IS PLACED (TYPICALLY WITHIN 14 DAYS). USE OF MULCH ONLY OR A SOIL BINDER IS ACCEPTABLE IF THE STOCKPILE WILL BE IN PLACE FOR A MORE LIMITED TIME PERIOD (TYPICALLY 30-60 DAYS).
- FOR TEMPORARY STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE, WHERE OTHER DOWNGRADEMENT CONTROLS, INCLUDING PERIMETER CONTROL, ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY NOT BE REQUIRED.

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MM-2

Stockpile Management (SM)

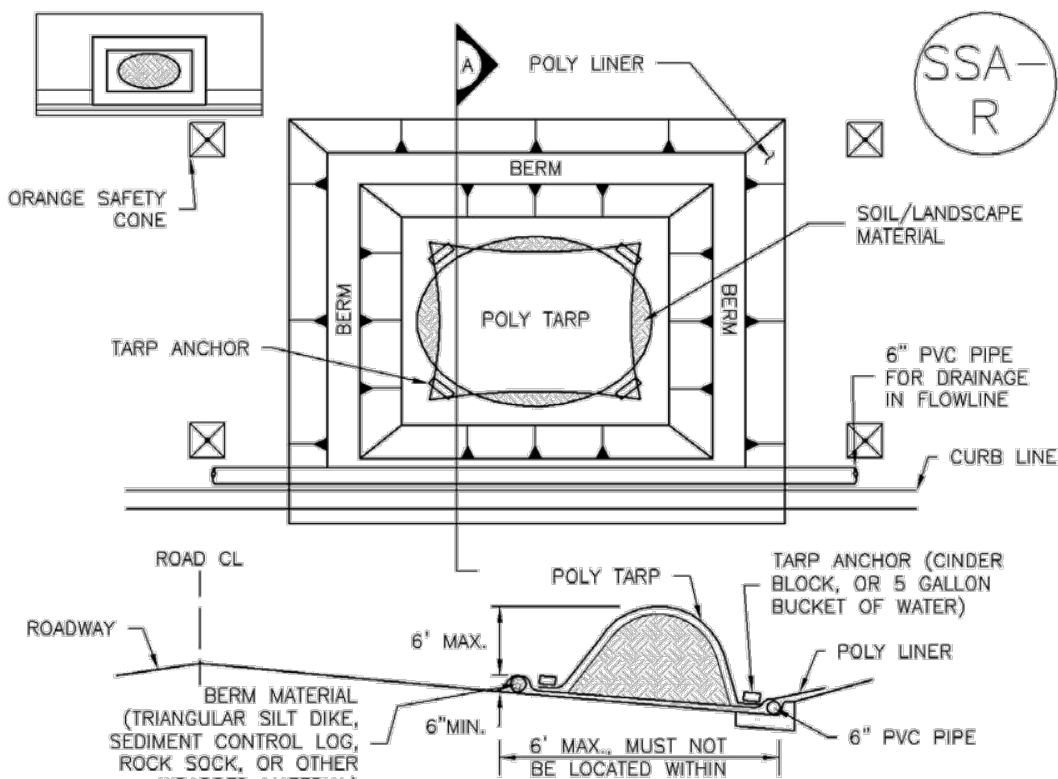
STOCKPILE PROTECTION MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- STOCKPILE PROTECTION MAINTENANCE NOTES
- IF PERIMETER PROTECTION MUST BE MOVED TO ACCESS SOIL STOCKPILE, REPLACE PERIMETER CONTROLS BY THE END OF THE WORKDAY.
 - STOCKPILE PERIMETER CONTROLS CAN BE REMOVED ONCE ALL THE MATERIAL FROM THE STOCKPILE HAS BEEN USED.
- (DETAILS ADAPTED FROM PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)
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SP-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Stockpile Management (SP)

MM-2



SP-2. MATERIALS STAGING IN ROADWAY

MATERIALS STAGING IN ROADWAYS INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION OF MATERIAL STAGING AREA(S).
 - CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
- FEATURE MUST BE INSTALLED PRIOR TO EXCAVATION, EARTHWORK OR DELIVERY OF MATERIALS.
- MATERIALS MUST BE STATIONED ON THE POLY LINER. ANY INCIDENTAL MATERIALS DEPOSITED ON PAVED SECTION OR ALONG CURB LINE MUST BE CLEANED UP PROMPTLY.
- POLY LINER AND TARP COVER SHOULD BE OF SIGNIFICANT THICKNESS TO PREVENT DAMAGE OR LOSS OF INTEGRITY.
- SAND BAGS MAY BE SUBSTITUTED TO ANCHOR THE COVER TARP OR PROVIDE BERMING UNDER THE BASE LINER.
- FEATURE IS NOT INTENDED FOR USE WITH WET MATERIAL THAT WILL BE DRAINING AND/OR SPREADING OUT ON THE POLY LINER OR FOR DEMOLITION MATERIALS.
- THIS FEATURE CAN BE USED FOR:
 - UTILITY REPAIRS.
 - WHEN OTHER STAGING LOCATIONS AND OPTIONS ARE LIMITED.
 - OTHER LIMITED APPLICATION AND SHORT DURATION STAGING.

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MM-2

Stockpile Management (SM)

MATERIALS STAGING IN ROADWAY MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - INSPECT PVC PIPE ALONG CURB LINE FOR CLOGGING AND DEBRIS. REMOVE OBSTRUCTIONS PROMPTLY.
 - CLEAN MATERIAL FROM PAVED SURFACES BY SWEEPING OR VACUUMING.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
- (DETAILS ADAPTED FROM AURORA, COLORADO)

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PROJECT NUMBER: 17051.00 DATE: 12.13.2022

DESIGNED: CUB
DRAWN: CUB
CHECKED: TJO

REVISIONS:

JOB DESCRIPTION:
SITE PLAN

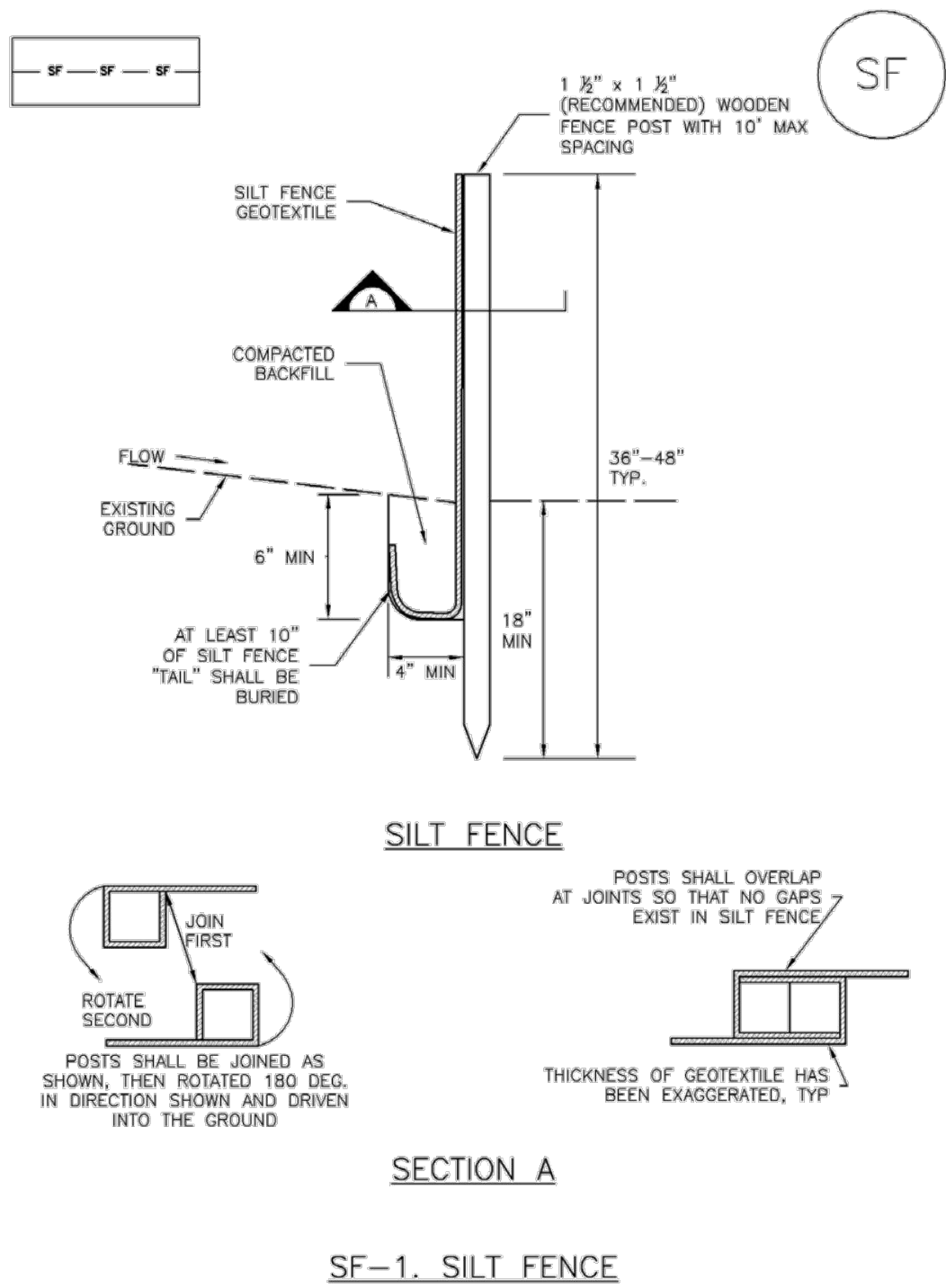
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GESIC PLAN - DETAILS

SHEET NUMBER:

EC1.4

Silt Fence (SF)

SC-1



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SF-3

SC-1

Silt Fence (SF)

SILT FENCE INSTALLATION NOTES

1. SILT FENCE MUST BE PLACED AWAY FROM THE TOE OF THE SLOPE TO ALLOW FOR WATER PONDING. SILT FENCE AT THE TOE OF A SLOPE SHOULD BE INSTALLED IN A FLAT LOCATION AT LEAST SEVERAL FEET (2-5 FT) FROM THE TOE OF THE SLOPE TO ALLOW ROOM FOR PONDING AND DEPOSITION.
2. A UNIFORM 6" X 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.
3. COMPACT ANCHOR TRENCH BY HAND WITH A "JUMPING JACK" OR BY WHEEL ROLLING. COMPACTION SHALL BE SUCH THAT SILT FENCE RESISTS BEING PULLED OUT OF ANCHOR TRENCH BY HAND.
4. SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD BE NO NOTICEABLE SAG BETWEEN STAKES AFTER IT HAS BEEN ANCHORED TO THE STAKES.
5. SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES USING 1" HEAVY DUTY STAPLES OR NAILS WITH 1" HEADS. STAPLES AND NAILS SHOULD BE PLACED 3" ALONG THE FABRIC DOWN THE STAKE.
6. AT THE END OF A RUN OF SILT FENCE ALONG A CONTOUR, THE SILT FENCE SHOULD BE TURNED PERPENDICULAR TO THE CONTOUR TO CREATE A "J-HOOK." THE "J-HOOK" EXTENDING PERPENDICULAR TO THE CONTOUR SHOULD BE OF SUFFICIENT LENGTH TO KEEP RUNOFF FROM FLOWING AROUND THE END OF THE SILT FENCE (TYPICALLY 10' - 20').
7. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SILT FENCE MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SEDIMENT ACCUMULATED UPSTREAM OF THE SILT FENCE SHALL BE REMOVED AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 6".
5. REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING, TEARING, OR COLLAPSE.
6. SILT FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION, OR IS REPLACED BY AN EQUIVALENT PERIMETER SEDIMENT CONTROL BMP.
7. WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)

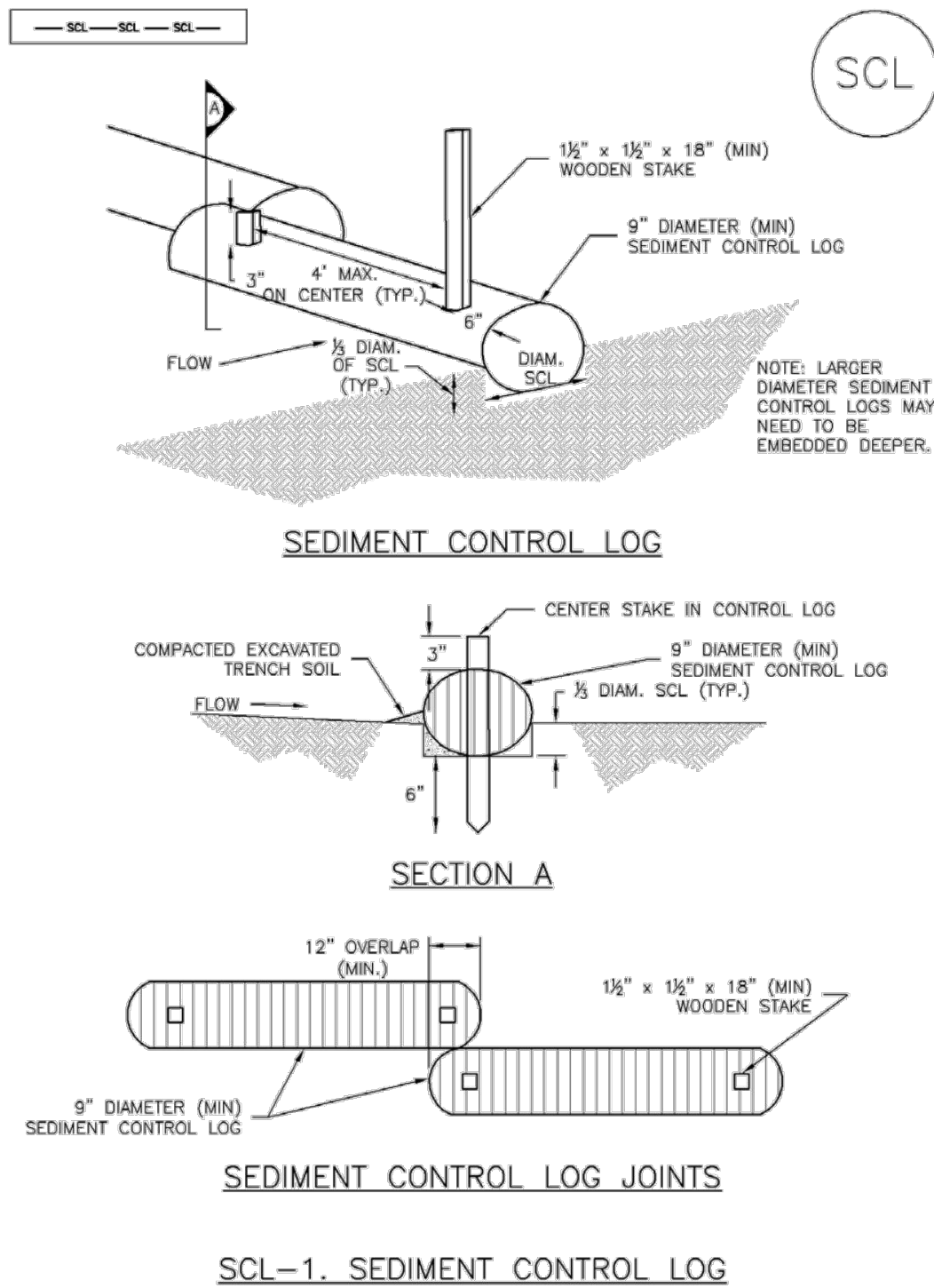
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Sediment Control Log (SCL)

SC-2

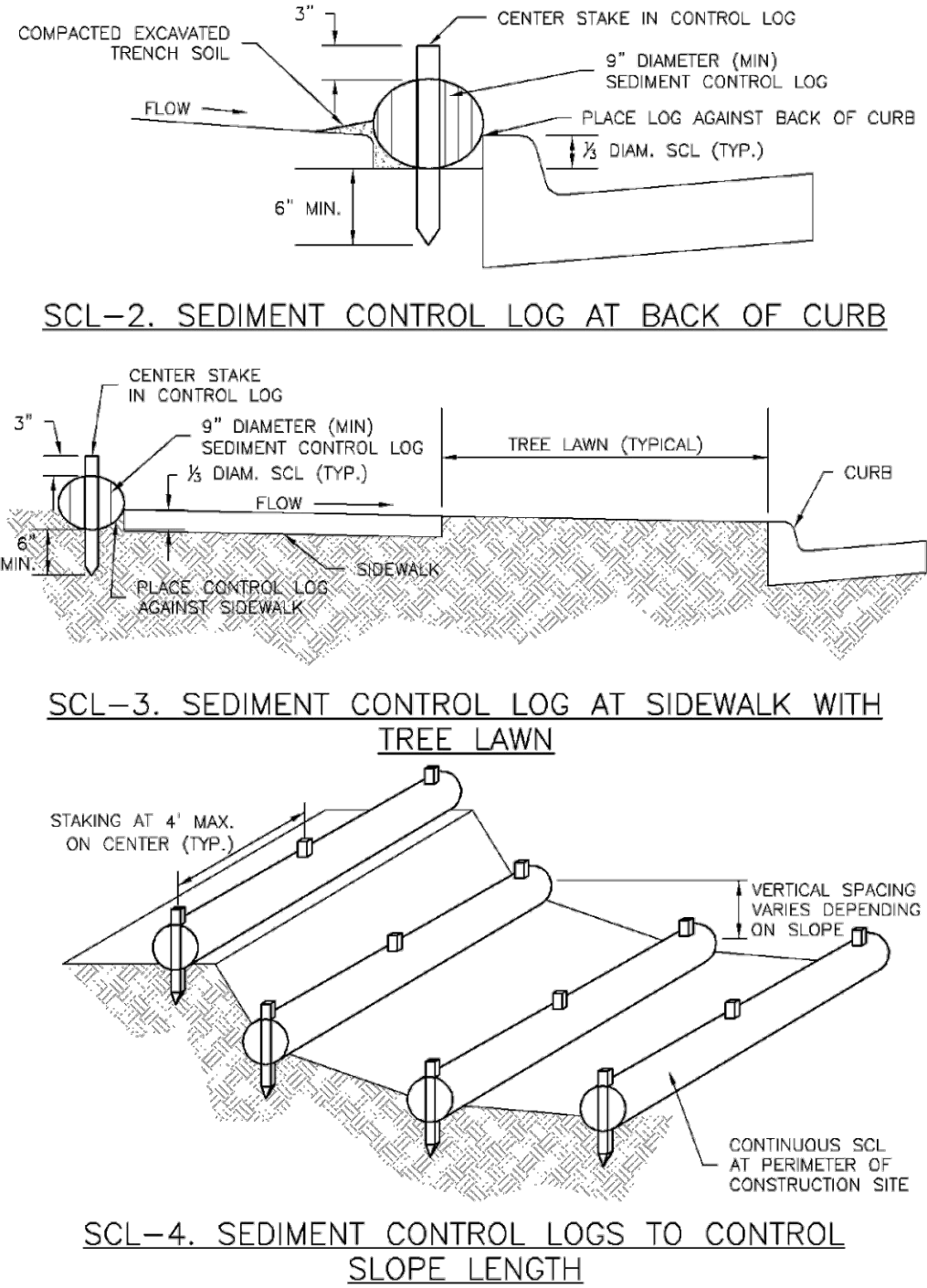


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SCL-3

SC-2

Sediment Control Log (SCL)



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Sediment Control Log (SCL)

SC-2

SEDIMENT CONTROL LOG INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION AND LENGTH OF SEDIMENT CONTROL LOGS.
2. SEDIMENT CONTROL LOGS THAT ACT AS A PERIMETER CONTROL SHALL BE INSTALLED PRIOR TO ANY UPGRADE LAND-DISTURBING ACTIVITIES.
3. SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FIBER, AND SHALL BE FREE OF ANY NOXIOUS WEED SEEDS OR DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
4. SEDIMENT CONTROL LOGS MAY BE USED AS SMALL CHECK DAMS IN DITCHES AND SWALES. HOWEVER, THEY SHOULD NOT BE USED IN PERENNIAL STREAMS OR HIGH VELOCITY DRAINAGE WAYS.
5. IT IS RECOMMENDED THAT SEDIMENT CONTROL LOGS BE TRENCHED INTO THE GROUND TO A DEPTH OF APPROXIMATELY 1/2 OF THE DIAMETER OF THE LOG. IF TRENCHING TO THIS DEPTH IS NOT FEASIBLE AND/OR DESIRABLE (SHORT TERM INSTALLATION WITH DESIRE NOT TO DAMAGE LANDSCAPE) A LESSER TRENCHING DEPTH MAY BE ACCEPTABLE WITH MORE ROBUST STAKING.
6. THE UPHILL SIDE OF THE SEDIMENT CONTROL LOG SHALL BE BACKFILLED WITH SOIL THAT IS FREE OF ROCKS AND DEBRIS. THE SOIL SHALL BE TIGHTLY COMPACTED INTO THE SHAPE OF A RIGHT TRIANGLE USING A SHOVEL OR WEIGHTED LAWN ROLLER.
7. FOLLOW MANUFACTURERS' GUIDANCE FOR STAKING. IF MANUFACTURERS' INSTRUCTIONS DO NOT SPECIFY SPACING, STAKES SHALL BE PLACED ON 4' CENTERS AND EMBEDDED A MINIMUM OF 6" INTO THE GROUND. 3" OF THE STAKE SHALL PROTRUDE FROM THE TOP OF THE LOG. STAKES THAT ARE BROKEN PRIOR TO INSTALLATION SHALL BE REPLACED.

SEDIMENT CONTROL LOG MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOG SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP. TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE SEDIMENT CONTROL LOG.
5. SEDIMENT CONTROL LOG SHALL BE REMOVED AT THE END OF CONSTRUCTION, IF DISTURBED AREAS EXIST AFTER REMOVAL, THEY SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, JEFFERSON COUNTY, COLORADO, DOUGLAS COUNTY, COLORADO, AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

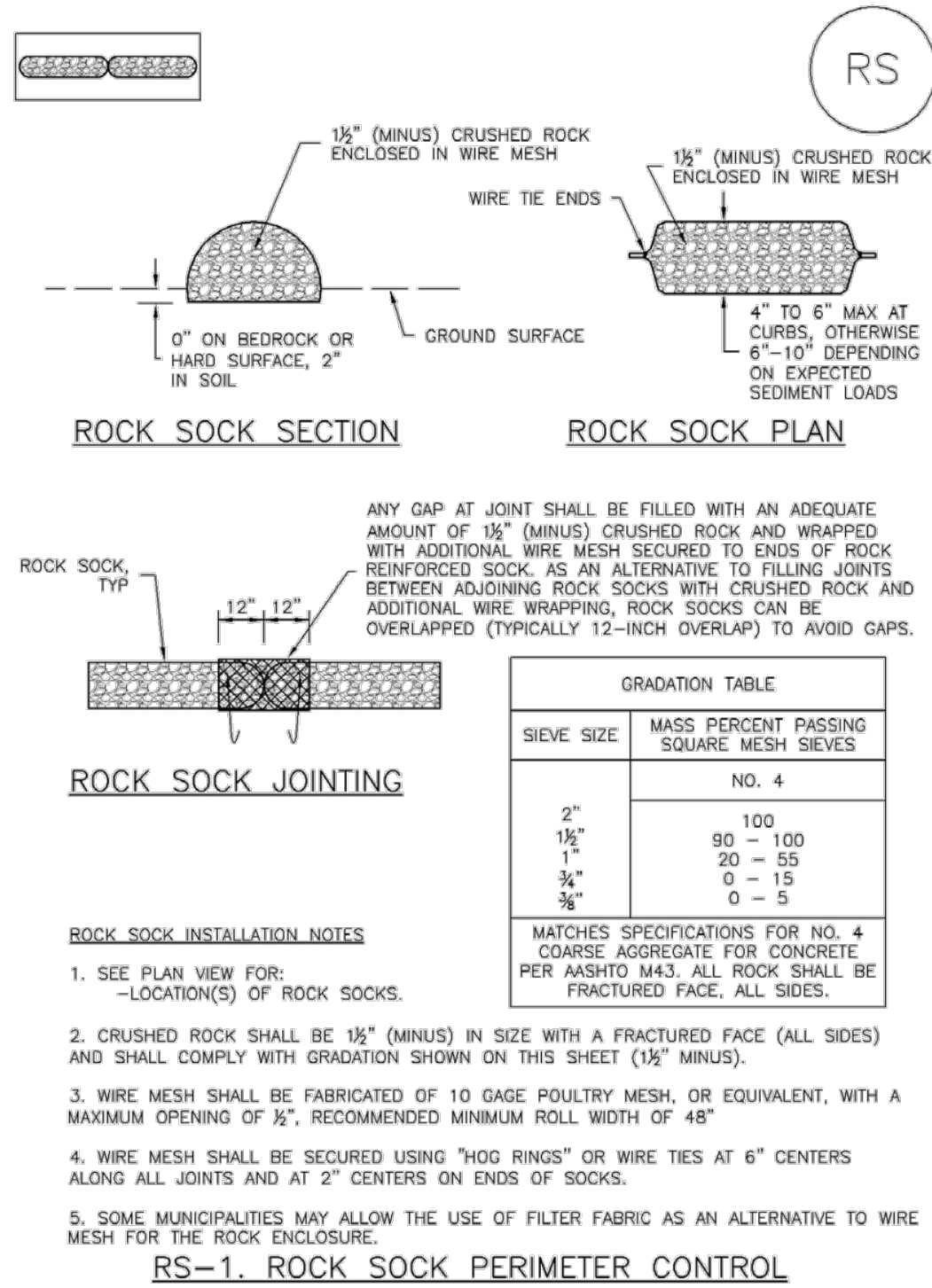
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SCL-5

SC-5

Rock Sock (RS)



ROCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR "LOCATIONS" OF ROCK SOCKS.
2. CRUSHED ROCK SHALL BE 1 1/2" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1 1/2" MINUS).
3. WIRE MESH SHALL BE FABRICATED OF 10 GAGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF 1/2", RECOMMENDED MINIMUM ROLL WIDTH OF 48"
4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.
5. SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE.

RS-1. ROCK SOCK PERIMETER CONTROL

RS-2 Urban Drainage and Flood Control District
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Rock Sock (RS)

SC-5

ROCK SOCK MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED BEYOND REPAIR.
5. SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP. TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE ROCK SOCK.
6. ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
7. WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

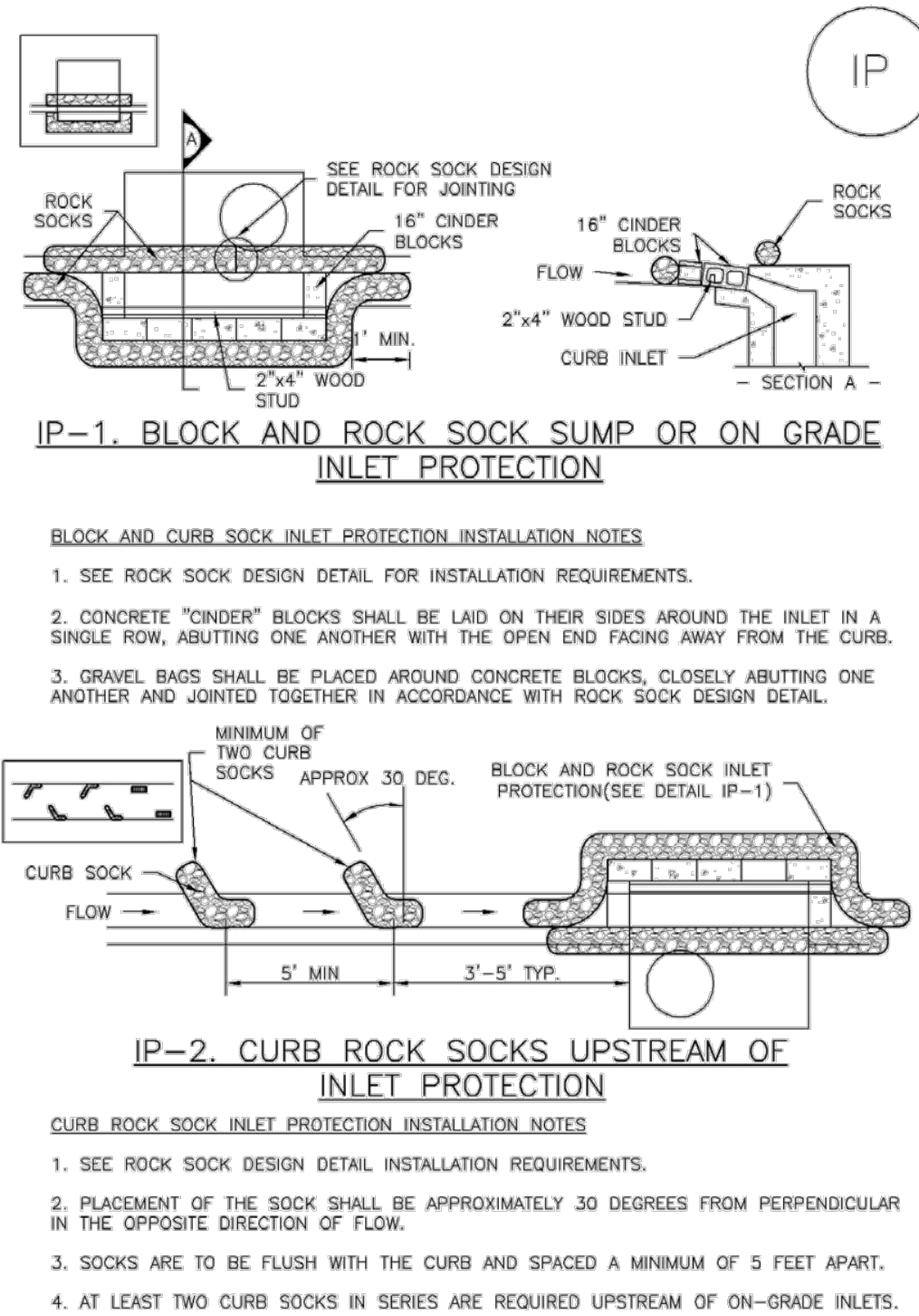
NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF ROCK SOCK INSTALLATION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY OTHER SIMILAR PROPRIETARY PRODUCTS ON THE MARKET. UDFCD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY PROTECTION PRODUCTS. HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

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RS-3

SC-6

Inlet Protection (IP)



IP-1. BLOCK AND ROCK SOCK SUMP OR ON GRADE INLET PROTECTION

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.

IP-2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL INSTALLATION REQUIREMENTS.
2. PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.
3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.
4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.

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Arvada Holistic Health and Fitness Park

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City of Arvada

PROJECT NUMBER: 17051.00
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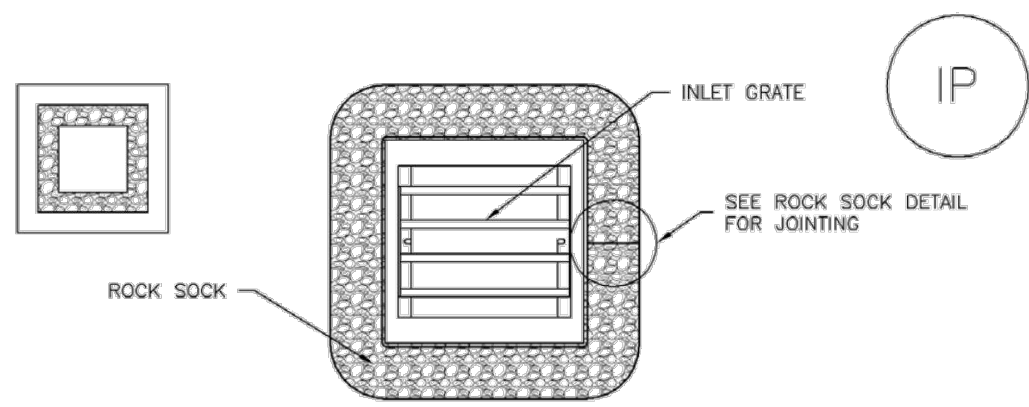
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Inlet Protection (IP)

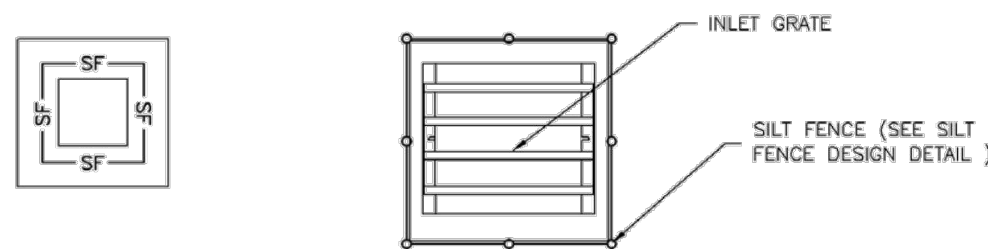
SC-6



IP-3. ROCK SOCK SUMP/AREA INLET PROTECTION

ROCK SOCK SUMP/AREA INLET PROTECTION INSTALLATION NOTES

- SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
- STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



IP-4. SILT FENCE FOR SUMP INLET PROTECTION

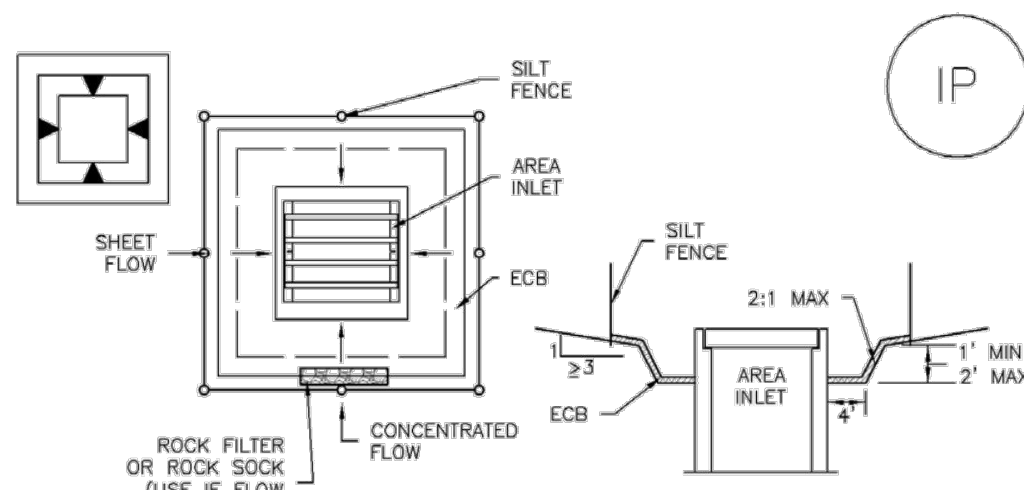
SILT FENCE INLET PROTECTION INSTALLATION NOTES

- SEE SILT FENCE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
- POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF 3 FEET.
- STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF SILT FENCE FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.

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SC-6

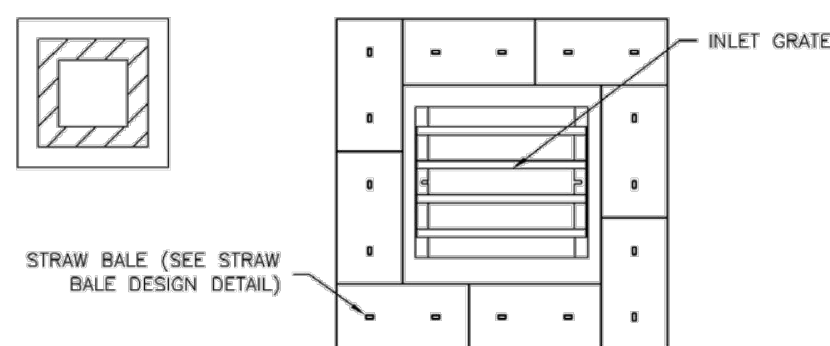
Inlet Protection (IP)



IP-5. OVEREXCAVATION INLET PROTECTION

OVEREXCAVATION INLET PROTECTION INSTALLATION NOTES

- THIS FORM OF INLET PROTECTION IS PRIMARILY APPLICABLE FOR SITES THAT HAVE NOT YET REACHED FINAL GRADE AND SHOULD BE USED ONLY FOR INLETS WITH A RELATIVELY SMALL CONTRIBUTING DRAINAGE AREA.
- WHEN USING FOR CONCENTRATED FLOWS, SHAPE BASIN IN 2:1 RATIO WITH LENGTH ORIENTED TOWARDS DIRECTION OF FLOW.
- SEDIMENT MUST BE PERIODICALLY REMOVED FROM THE OVEREXCAVATED AREA.



IP-6. STRAW BALE FOR SUMP INLET PROTECTION

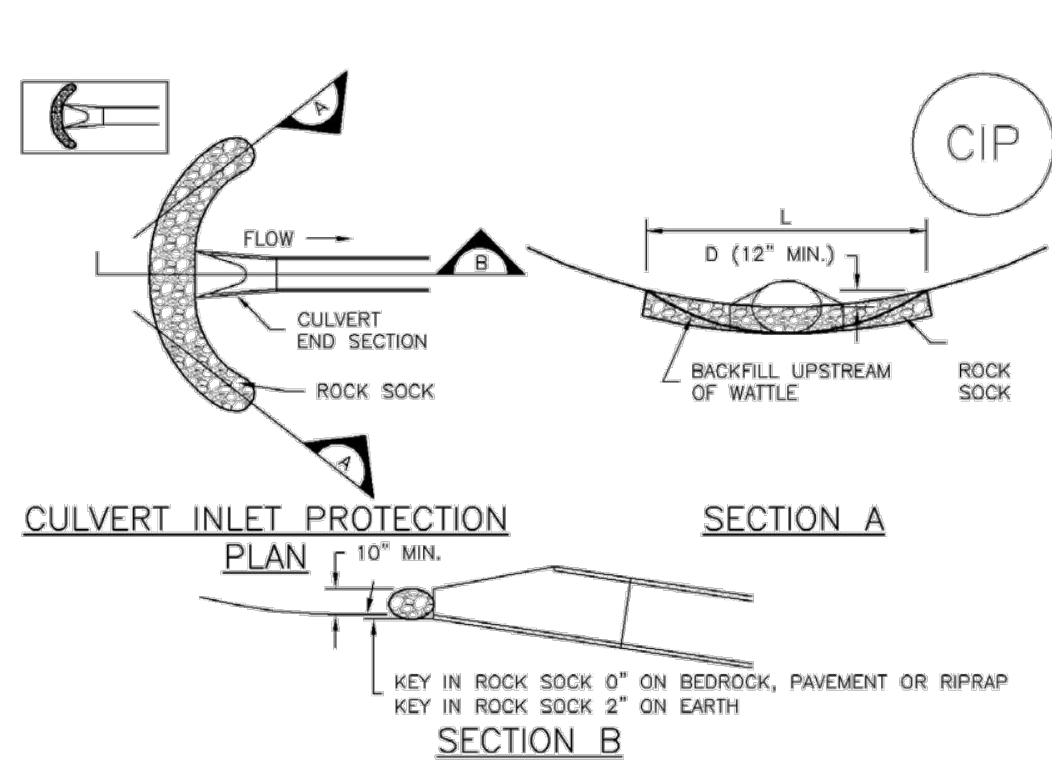
STRAW BALE BARRIER INLET PROTECTION INSTALLATION NOTES

- SEE STRAW BALE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
- BALES SHALL BE PLACED IN A SINGLE ROW AROUND THE INLET WITH ENDS OF BALES TIGHTLY ABUTTING ONE ANOTHER.

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Inlet Protection (IP)

SC-6



CIP-1. CULVERT INLET PROTECTION

CULVERT INLET PROTECTION INSTALLATION NOTES

- SEE PLAN VIEW FOR:
-LOCATION OF CULVERT INLET PROTECTION.
- SEE ROCK SOCK DESIGN DETAIL FOR ROCK GRADATION REQUIREMENTS AND JOINTING DETAIL.

CULVERT INLET PROTECTION MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- SEDIMENT ACCUMULATED UPSTREAM OF THE CULVERT SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS $\frac{1}{2}$ THE HEIGHT OF THE ROCK SOCK.
- CULVERT INLET PROTECTION SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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SC-6

Inlet Protection (IP)

GENERAL INLET PROTECTION INSTALLATION NOTES

- SEE PLAN VIEW FOR:
-LOCATION OF INLET PROTECTION.
-TYPE OF INLET PROTECTION (IP-1, IP-2, IP-3, IP-4, IP-5, IP-6)
- INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OR PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). IF A RAINFALL/RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.
- MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

INLET PROTECTION MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES 50% OF CAPACITY, A DEPTH OF 6" WHEN SILT FENCE IS USED, OR $\frac{1}{4}$ OF THE HEIGHT FOR STRAW BALES.
- INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
- WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

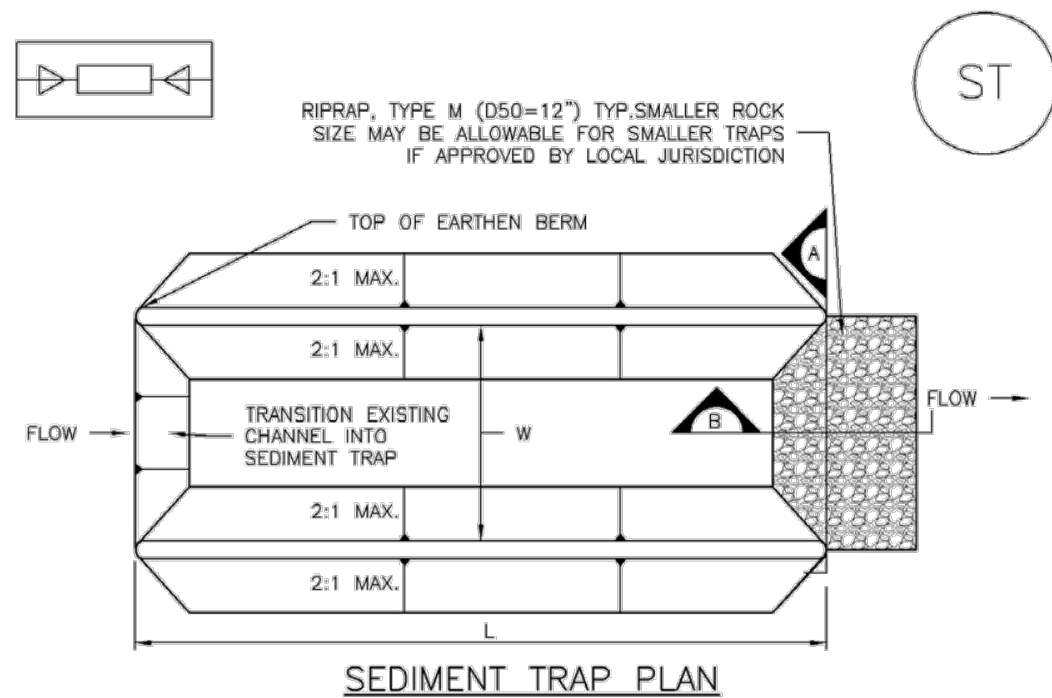
NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF INLET PROTECTION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY PROPRIETARY INLET PROTECTION METHODS ON THE MARKET. UDFCD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY INLET PROTECTION; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

NOTE: SOME MUNICIPALITIES DISCOURAGE OR PROHIBIT THE USE OF STRAW BALES FOR INLET PROTECTION. CHECK WITH LOCAL JURISDICTION TO DETERMINE IF STRAW BALE INLET PROTECTION IS ACCEPTABLE.

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SC-8

Sediment Trap (ST)



ST-2 Urban Drainage and Flood Control District
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Sediment Trap (ST)

SC-8

SEDIMENT TRAP INSTALLATION NOTES

- SEE PLAN VIEW FOR:
-LOCATION, LENGTH AND WIDTH OF SEDIMENT TRAP.
- ONLY USE FOR DRAINAGE AREAS LESS THAN 1 ACRE.
- SEDIMENT TRAPS SHALL BE INSTALLED PRIOR TO ANY UPGRADIENT LAND-DISTURBING ACTIVITIES.
- SEDIMENT TRAP BERM SHALL BE CONSTRUCTED FROM MATERIAL FROM EXCAVATION. THE BERM SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D698.
- SEDIMENT TRAP OUTLET TO BE CONSTRUCTED OF RIPRAP, TYPE M (D50=12") TYP. SMALLER ROCK SIZE MAY BE ALLOWABLE FOR SMALLER TRAPS IF APPROVED BY LOCAL JURISDICTION.
- THE TOP OF THE EARTHEN BERM SHALL BE A MINIMUM OF 6" HIGHER THAN THE TOP OF THE RIPRAP OUTLET STRUCTURE.
- THE ENDS OF THE RIPRAP OUTLET STRUCTURE SHALL BE A MINIMUM OF 6" HIGHER THAN THE CENTER OF THE OUTLET STRUCTURE.

SEDIMENT TRAP MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- REMOVE SEDIMENT ACCUMULATED IN TRAP AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP, TYPICALLY WHEN THE SEDIMENT DEPTH REACHES $\frac{1}{2}$ THE HEIGHT OF THE RIPRAP OUTLET.
- SEDIMENT TRAPS SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- WHEN SEDIMENT TRAPS ARE REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

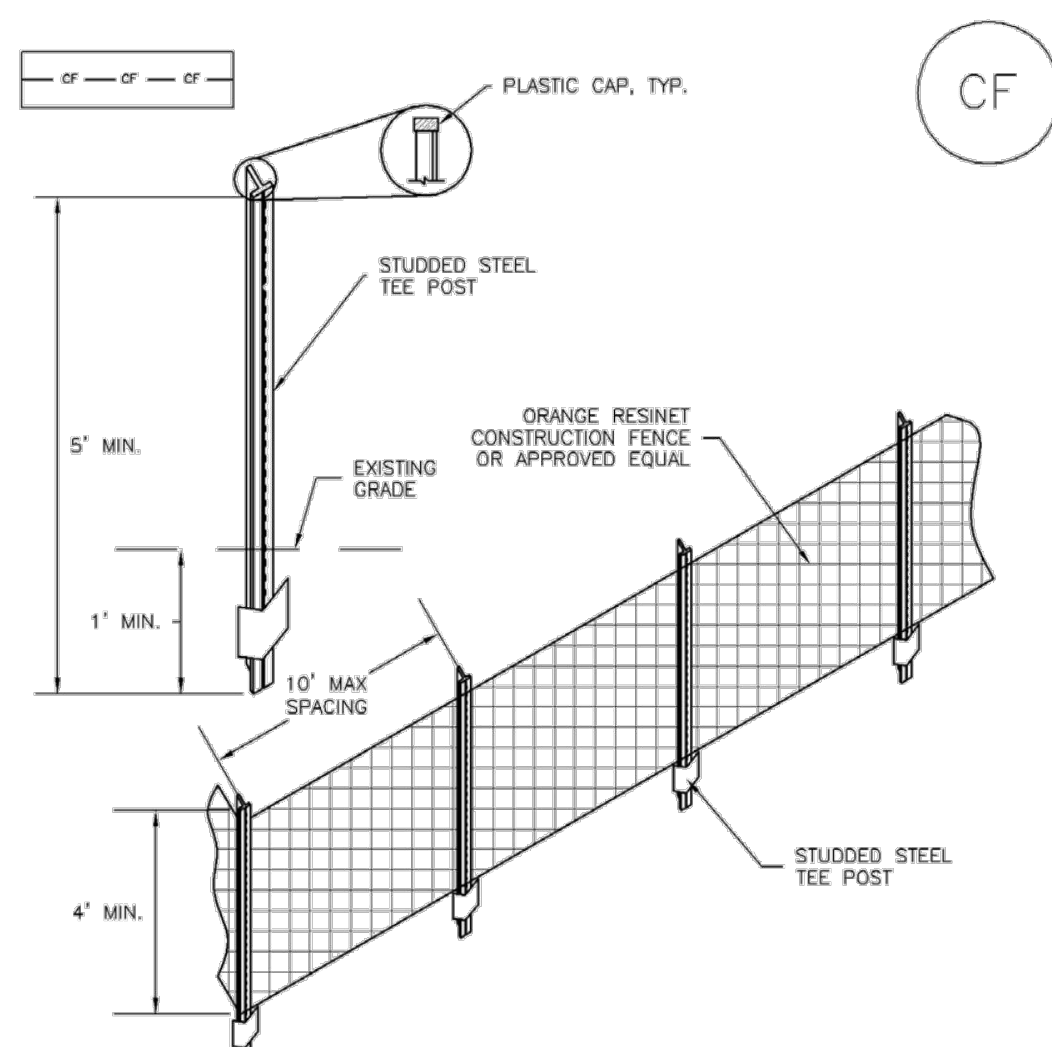
(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

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Urban Storm Drainage Criteria Manual Volume 3 ST-3

SM-3

Construction Fence (CF)



CF-1. PLASTIC MESH CONSTRUCTION FENCE

CONSTRUCTION FENCE INSTALLATION NOTES

- SEE PLAN VIEW FOR:
-LOCATION OF CONSTRUCTION FENCE.
- CONSTRUCTION FENCE SHOWN SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
- CONSTRUCTION FENCE SHALL BE COMPOSED OF ORANGE, CONTRACTOR-GRADE MATERIAL THAT IS AT LEAST 4' HIGH. METAL POSTS SHOULD HAVE A PLASTIC CAP FOR SAFETY.
- STUDDED STEEL TEE POSTS SHALL BE UTILIZED TO SUPPORT THE CONSTRUCTION FENCE. MAXIMUM SPACING FOR STEEL TEE POSTS SHALL BE 10'.
- CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO THE TOP, MIDDLE, AND BOTTOM OF EACH POST.

CF-2 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3 November 2010

Construction Fence (CF)

SM-3

CONSTRUCTION FENCE MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- CONSTRUCTION FENCE SHALL BE REPAIRED OR REPLACED WHEN THERE ARE SIGNS OF DAMAGE SUCH AS RIPS OR SAGS. CONSTRUCTION FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- WHEN CONSTRUCTION FENCES ARE REMOVED, ALL DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE AND/OR REMOVAL OF THE FENCE SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED, OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

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(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

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Urban Storm Drainage Criteria Manual Volume 3 CF-3

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PROJECT NUMBER: 17051.00 DATE: 12.13.2022

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DRAWN: CUB
CHECKED: TJO

REVISIONS:

JOB DESCRIPTION:
SITE PLAN

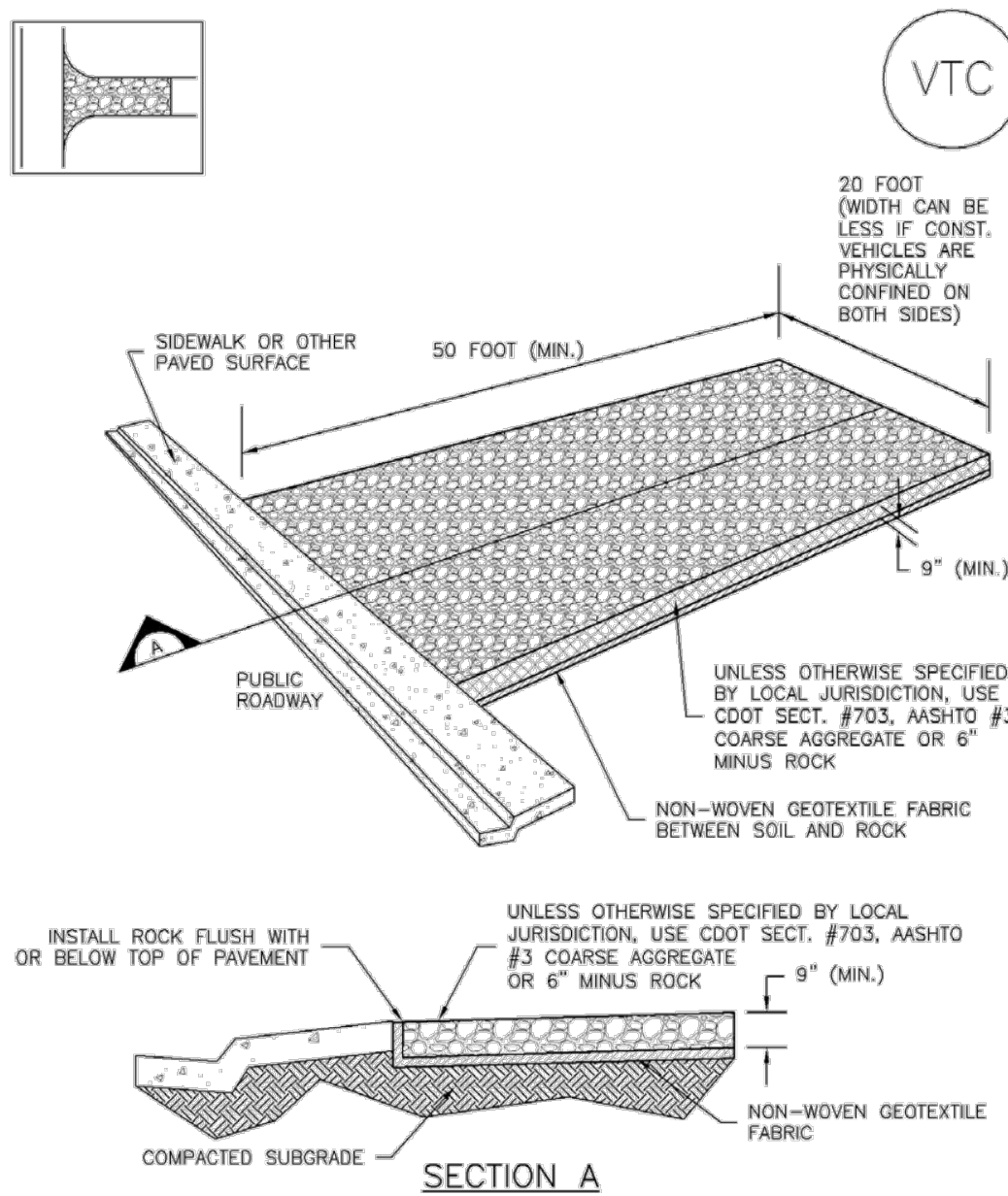
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GESC PLAN - DETAILS

SHEET NUMBER:

EC1.6

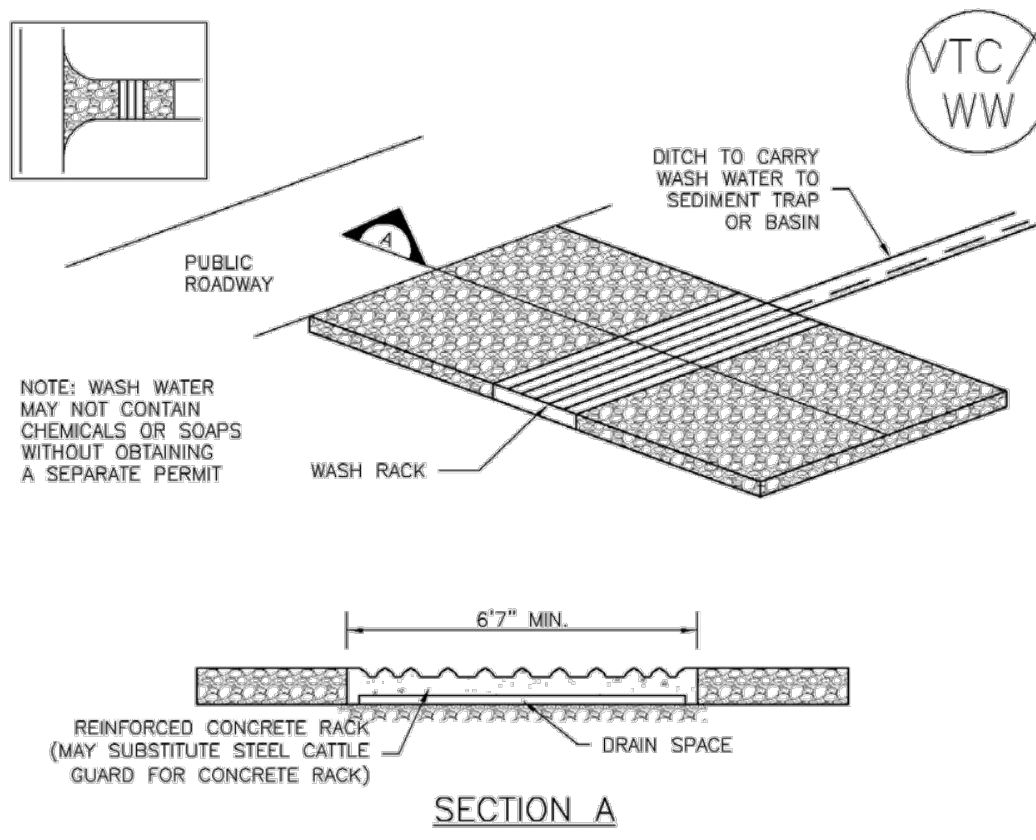
Vehicle Tracking Control (VTC) SM-4



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

November 2010 Urban Drainage and Flood Control District VTC-3
Urban Storm Drainage Criteria Manual Volume 3

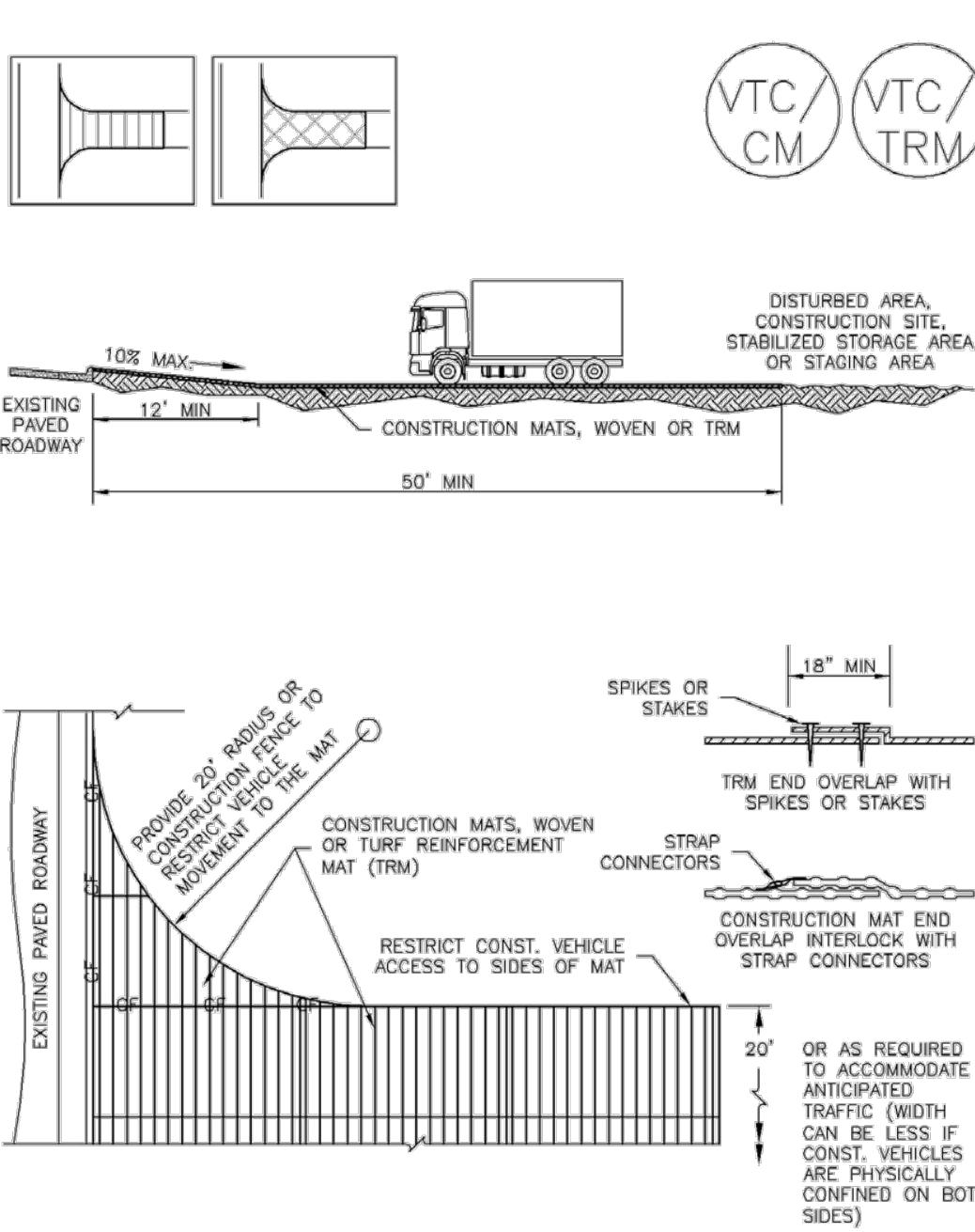
SM-4 Vehicle Tracking Control (VTC)



VTC-2. AGGREGATE VEHICLE TRACKING CONTROL WITH WASH RACK

VTC-4 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

Vehicle Tracking Control (VTC) SM-4



VTC-3. VEHICLE TRACKING CONTROL W/ CONSTRUCTION MAT OR TURF REINFORCEMENT MAT (TRM)

November 2010 Urban Drainage and Flood Control District VTC-5
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SM-4 Vehicle Tracking Control (VTC)

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

- SEE PLAN VIEW FOR
-LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S).
-TYPE OF CONSTRUCTION ENTRANCE(S)/EXIT(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).
- CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE USED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.
- A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-OF-WAYS.
- STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
- A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.
- UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, ASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

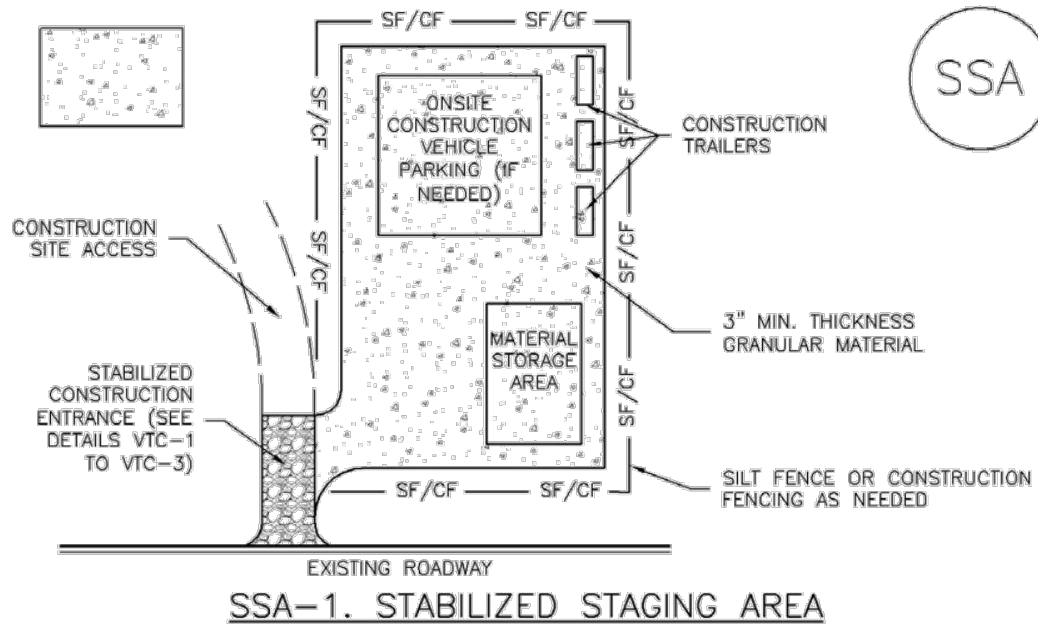
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.
- SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER DRAINS.

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(DETAILS ADAPTED FROM CITY OF BRIDGEMAN, COLORADO, NOT AVAILABLE IN AUTOCAD)

VTC-6 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

Stabilized Staging Area (SSA) SM-6



SSA-1. STABILIZED STAGING AREA

STABILIZED STAGING AREA INSTALLATION NOTES

- SEE PLAN VIEW FOR
-LOCATION OF STAGING AREA(S).
-CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
- STABILIZED STAGING AREA SHOULD BE APPROPRIATE FOR THE NEEDS OF THE SITE. OVERSIZING RESULTS IN A LARGER AREA TO STABILIZE FOLLOWING CONSTRUCTION.
- STAGING AREA SHALL BE STABILIZED PRIOR TO OTHER OPERATIONS ON THE SITE.
- THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM 3" THICK GRANULAR MATERIAL.
- UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, ASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.
- ADDITIONAL PERIMETER BMPs MAY BE REQUIRED INCLUDING BUT NOT LIMITED TO SILT FENCE AND CONSTRUCTION FENCING AS NEEDED.

STABILIZED STAGING AREA MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY IF RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.

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SM-6 Stabilized Staging Area (SSA)

STABILIZED STAGING AREA MAINTENANCE NOTES

- STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING/LOADING OPERATIONS.
- THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.

NOTE: MANY MUNICIPALITIES PROHIBIT THE USE OF RECYCLED CONCRETE AS GRANULAR MATERIAL FOR STABILIZED STAGING AREAS DUE TO DIFFICULTIES WITH RE-ESTABLISHMENT OF VEGETATION IN AREAS WHERE RECYCLED CONCRETE WAS PLACED.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

SSA-4 Urban Drainage and Flood Control District November 2010
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CHECKED: TJO

REVISIONS:

JOB DESCRIPTION:
SITE PLAN

SHEET TITLE:
GESIC PLAN - DETAILS

SHEET NUMBER:

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GENERAL NOTES

1. DO NOT SCALE DRAWINGS. VERIFY DIMENSIONS IN FIELD PRIOR TO COMMENCEMENT OF WORK.
2. FINAL CONNECTIONS & ROUGH-IN REQUIREMENTS TO EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS AND INSTRUCTIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT ACTUALLY SUPPLIED.
3. CONTRACTOR SHALL REVIEW ARCHITECTURAL, STRUCTURAL, MECHANICAL AND OTHER DRAWINGS PRIOR TO BID.
4. CONTRACTOR SHALL VISIT SITE PRIOR TO BID AND VERIFY THAT CONDITIONS ARE AS INDICATED. CONTRACTOR SHALL REPORT DISCREPANCIES TO THE ARCHITECT AND INCLUDE IN HIS BID ALL COSTS REQUIRED TO MAKE HIS WORK MEET EXISTING CONDITIONS.
5. PROPOSED SUBSTITUTIONS OF ELECTRICAL EQUIPMENT OR REQUEST FOR "OR EQUAL" OR "APPROVED EQUAL" LISTING SHALL BE SUBMITTED TO ARCHITECT NOT LESS THAN TEN (10) WORKING DAYS PRIOR TO BID.
6. WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER TO THE SATISFACTION OF THE ARCHITECT.
7. WORK, MATERIALS AND EQUIPMENT SHALL CONFORM TO THE LATEST EDITIONS OF LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.
8. PROVIDE PERMITS AND INSPECTIONS REQUIRED.
9. PROVIDE RECORD DRAWINGS TO ARCHITECT. DRAWINGS SHALL INCLUDE ALL ADDENDUM ITEMS, CHANGE ORDERS, ALTERATIONS, REROUTINGS, ETC.
10. VERIFY EXACT LOCATION OF EQUIPMENT TO BE FURNISHED BY OTHERS PRIOR TO ROUGH-IN.
11. SYSTEMS SHALL BE TESTED FOR PROPER OPERATION. IF TESTS SHOW THAT WORK IS DEFECTIVE, CONTRACTOR SHALL MAKE CORRECTIONS NECESSARY AT NO COST TO OWNER.
12. WIRE SHALL BE COPPER, 75°C RATED FOR GENERAL USE. FOR HID FIXTURES AND WIRING WITHIN 3 INCHES OF FLUORESCENT BALLASTS WIRE SHALL BE COPPER, MINIMUM 90°C RATED. SIZES INDICATED ARE FOR INSTALLATION IN A MAXIMUM 30°C AMBIENT. CONDUCTOR AMPACITY SHALL BE DERATED FOR HIGHER AMBIENT INSTALLATIONS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING EQUIPMENT WHICH IS DAMAGED DUE TO INCORRECT FIELD WIRING PROVIDED UNDER THIS SECTION OR FACTORY WIRING IN EQUIPMENT PROVIDED UNDER THIS SECTION.
14. CONTRACTOR'S FAILURE TO ORDER OR RELEASE ORDER FOR MATERIALS AND/OR EQUIPMENT WILL NOT BE ACCEPTED AS A REASON TO SUBSTITUTE ALTERNATE MATERIALS OR EQUIPMENT.
15. SYSTEMS SHALL BE COMPLETE, OPERABLE AND READY FOR CONTINUOUS OPERATION. LIGHTS, SWITCHES, RECEPTACLES, MOTORS, ETC., SHALL BE CONNECTED AND OPERABLE.
16. VERIFY EXACT LOCATIONS OF EXISTING AND NEW UNDERGROUND UTILITIES, PIPING AND RACEWAY SYSTEMS PRIOR TO TRENCHING. PROVIDE NECESSARY TRENCHING, BACKFILL, EXCAVATION, SUPPORTS, SERVICE FEEDERS (CONDUIT AND/OR WIRE), PULLBOXES, TRANSFORMER PADS, SAWCUTTING AND PATCHING, CONCRETE/PAVING, ETC., REQUIRED. BACKFILL TRENCHES TO 90% COMPACTION AND PATCH TO MATCH EXISTING. CONTRACTOR SHALL OBTAIN AND VERIFY EXACT UTILITY COMPANY DRAWINGS AND REQUIREMENTS.
17. PROVIDE MAINTENANCE RECEPTACLE WITHIN 25'-0" OF ALL MECHANICAL OR MOTORIZED EQUIPMENT.
18. SEE MECHANICAL DRAWINGS FOR LOCATION OF MECHANICAL EQUIPMENT. PROVIDE SERVICE TO AND CONNECT EQUIPMENT AS REQUIRED. PROVIDE FUSES OR HACR-TYPE CIRCUIT BREAKERS FOR ALL AIR CONDITIONING EQUIPMENT SIZED IN ACCORDANCE WITH MANUFACTURER'S NAMEPLATE.
19. PROVIDE ENGRAVED NAMEPLATES ON, PANELBOARDS, DISCONNECT SWITCHES, ETC. INDICATING EQUIPMENT DESIGNATION (OR DESIGNATION OF EQUIPMENT SERVED) AND VOLTAGE. NAMEPLATES TO BE MECHANICALLY FASTENED.
20. PANEL DIRECTORIES SHALL BE TYPED AND INSTALLED UNDER CLEAR PLASTIC COVERS.
21. ALL WIRING SHALL BE INSTALLED IN LISTED METALLIC RACEWAYS. RACEWAYS IN SLAB-ON-GRADE OR BELOW GRADE SHALL BE SCHEDULE 40 PVC. TRANSITIONS FROM BELOW TO ABOVE GRADE SHALL BE WITH RIGID STEEL ELBOWS WITH P.V.C. JACKET OR APPROVED EQUAL PROTECTION.
22. EMT, NON-METALLIC AND FLEXIBLE METAL CONDUITS SHALL HAVE A CODE SIZED COPPER GROUNDING CONDUCTOR. INCREASE CONDUIT SIZE AS REQUIRED.
23. FIRE ALARM, SOUND, TELEPHONE, COMPUTER, AND SIMILAR SYSTEMS CONDUITS LARGER THAN 1" SHALL HAVE LONG RADIUS SWEEPS (12 TIMES THE DIAMETER).
24. ALL ELECTRICAL SYSTEMS COMPONENTS SHALL BE LISTED OR LABELED BY U.L.
25. WIRE TERMINATION PROVISIONS FOR PANELBOARDS, CIRCUIT BREAKERS, SAFETY SWITCHES, AND ALL OTHER ELECTRICAL APPARATUS SHALL BE LISTED AS SUITABLE FOR 75°C.
26. RECEPTACLES INSTALLED OUTSIDE, ON THE BUILDING EXTERIOR OR ROOF, WITHIN 6' OF A SINK OR WATER COOLER CONNECTION, VENDING MACHINES, AND KITCHEN AREAS SHALL BE GFCI TYPE OR PROTECTED BY GFCI CIRCUIT BREAKER PER NEC 511.12.
27. ALL NEW EQUIPMENT SUCH AS SWITCHBOARDS, DISTRIBUTION BOARDS, DISCONNECT SWITCHES, TRANSFORMERS AND PANELBOARDS SHALL BE BY THE SAME MANUFACTURER.
28. ELECTRICAL CONTRACTOR SHALL SUBMIT 5 COPIES OF ALL ELECTRICAL EQUIPMENT AND LIGHT FIXTURES TO ENGINEER VIA GENERAL CONTRACTOR FOR APPROVAL PRIOR TO ORDERING.
29. ELECTRICAL CONTRACTOR TO PROVIDE FINAL CONNECTION OF OWNER FURNISHED EQUIPMENT. VERIFY EXACT REQUIREMENTS PRIOR TO ROUGH IN.
30. ELECTRICAL CONTRACTOR SHALL PROVIDE DESIGN BUILD ENGINEERED FIRE ALARM SYSTEM MODIFIED FOR EXISTING FIRE ALARM SYSTEM INSTALLED. PROVIDE DEVICES, CONDUIT, WIRES, CABLE, PROGRAMMING AND TESTING AS DIRECTED BY EQUIPMENT MANUFACTURER AND LOCAL FIRE DEPARTMENT FOR A CODE COMPLIANT FIRE ALARM/DETECTION SYSTEM. MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL MEET PREVAILING CODES. THE SYSTEM SHALL BE COMPLETE AND OPERABLE. SUBMIT ONE LINE DIAGRAM OF SYSTEM WITH SHOP DRAWINGS, ONE LINE SHALL SHOW DEVICES, CONDUIT, WIRE, CABLE SIZES AND BATTERY CALCULATIONS. EQUIPMENT TO BE NEW AND SHALL BE STAMPED, SIGNED, CALIBRATION AND TESTED BY FACTORY CERTIFIED TECHNICIAN.
31. HANDLE TIES SHALL BE PROVIDED FOR ALL MULTI-WIRED BRANCH CIRCUITS UNLESS INDIVIDUAL NEUTRAL CONDUCTORS ARE PROVIDED PER NEC 210.4(B)
32. FURNISH ALL MECHANICAL EQUIPMENT WITH FUSIBLE DISCONNECTS. THESE DISCONNECTS SHALL BE EQUIPPED WITH CLASS "R" FUSES.

LEGEND	
SYMBOL	DESCRIPTION
GND	INDICATES GROUND
PNL	INDICATES PANEL
WP	INDICATES WEATHER-PROOF (NEMA 3R)
	NON-FUSED DISCONNECT SWITCH - 30A, 3P, UNLESS NOTED OTHERWISE
	SURFACE MOUNTED PANELBOARD
	FUSED NEMA 3R DISCONNECT SWITCH
	MOTOR OUTLET
	HOMERUN CONDUIT - ARROW INDICATES QUANTITY OF CIRCUITS
	CONDUIT AND/OR WIRE CONCEALED IN WALL OR ABOVE CEILING
	FLUORESCENT STRIP
	FLUORESCENT TROFFER
	RECESSED/SURFACE DOWNLIGHT
	PENDANT MOUNTED LUMINAIRE
	WALL SCONCE
	RECESSED LED
	SWITCH
	3 WAY SWITCH
	SWITCH OCCUPANCY SENSOR
	CEILING MOUNTED OCCUPANCY SENSOR
	RECEPTACLE
	GFI RECEPTACLE
	QUAD RECEPTACLE
	DUPLEX RECEPTACLE/TELE-DATA
	TELE-DATA OUTLET
	COAX OUTLET
	JUNCTION BOX
	PUSH BUTTON
	SMOKE DETECTOR
	HORN STROBE
	MANUAL PULL BOX
	COMBINATION BATTERY PACK EGRESS / EXIT LIGHT
	EM WALL SCONCE
	BATTERY BACK EGRESS LIGHT
	MECHANICAL EQUIPMENT - SEE HVAC AND PLUMBING DRAWINGS
	GROUND BUS & GROUND ELECTRODES

[illegible]

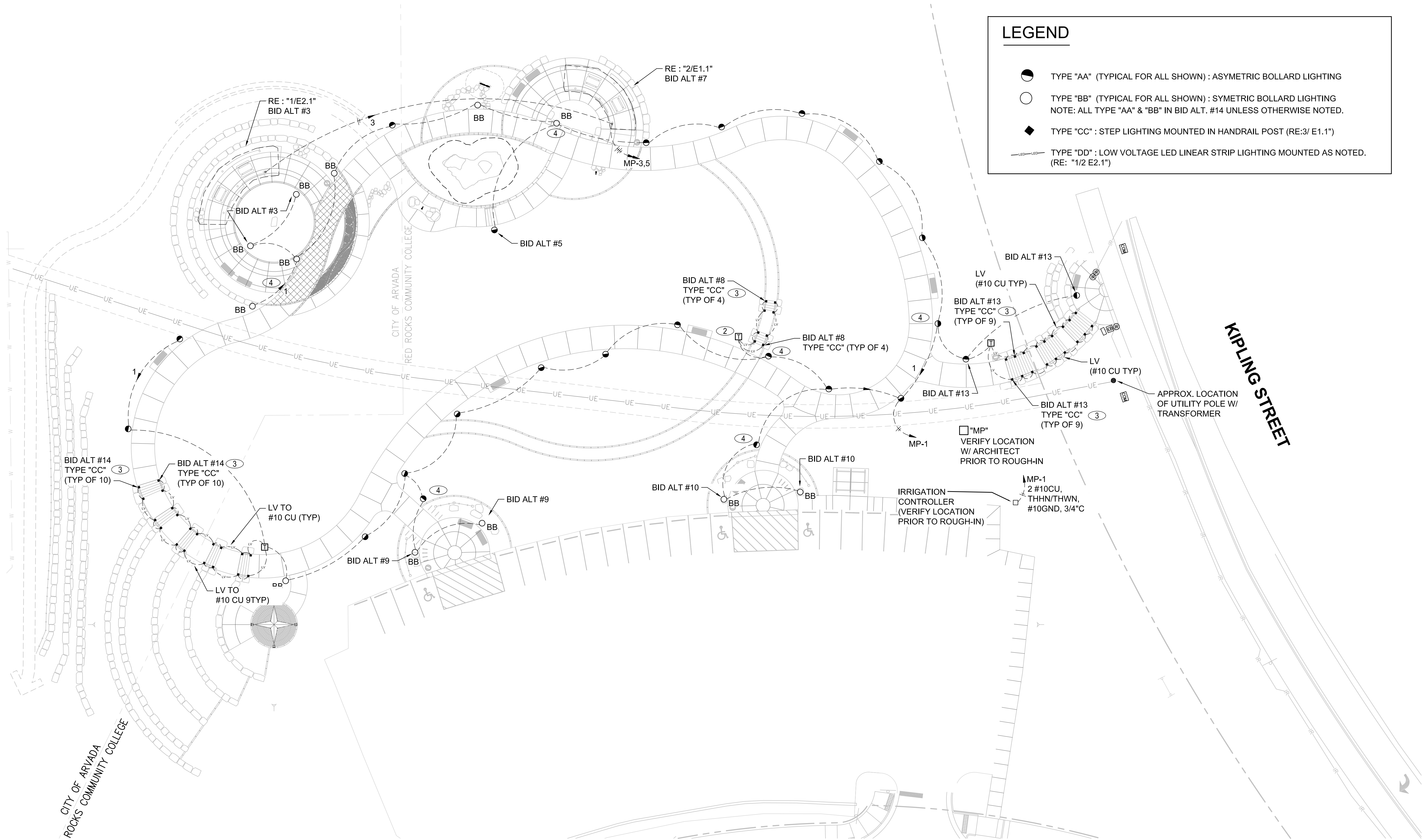
CODES & DESIGN CRITERIA	
JURISDICTION:	ARVADA, COLORADO
ELECTRICAL CODE:	2020 NATIONAL ELECTRICAL CODE
ENERGY CODE:	2018 I.E.C.C.

REVISIONS:

SHEET TITLE:
ELECTRICAL COVER
SHEET

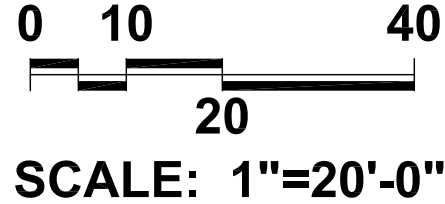
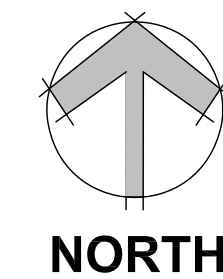
SHEET NUMBER:

E0.1



1 ELECTRICAL / LIGHTING SITE PLAN
SCALE: 1"=20'-0"

REFER TO SHEET "E1.1" FOR DETAIL NOTES FOR THIS SHEET



JCAA
4100 Wadsworth Blvd.
Wheat Ridge, CO 80033
p 303.985.3260
#17,042

DHM DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN

900 South Broadway, Suite 300
Denver, CO 80209 | 303.892.5566

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12/02/2022

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00
DESIGNED: FD
DRAWN: MB
CHECKED: JCAA

DATE: 12-06-2022

REVISIONS:

JOB DESCRIPTION:
SITE PLAN
SUBMITTAL

SHEET TITLE:
ELECTRICAL SITE
LIGHTING PLAN

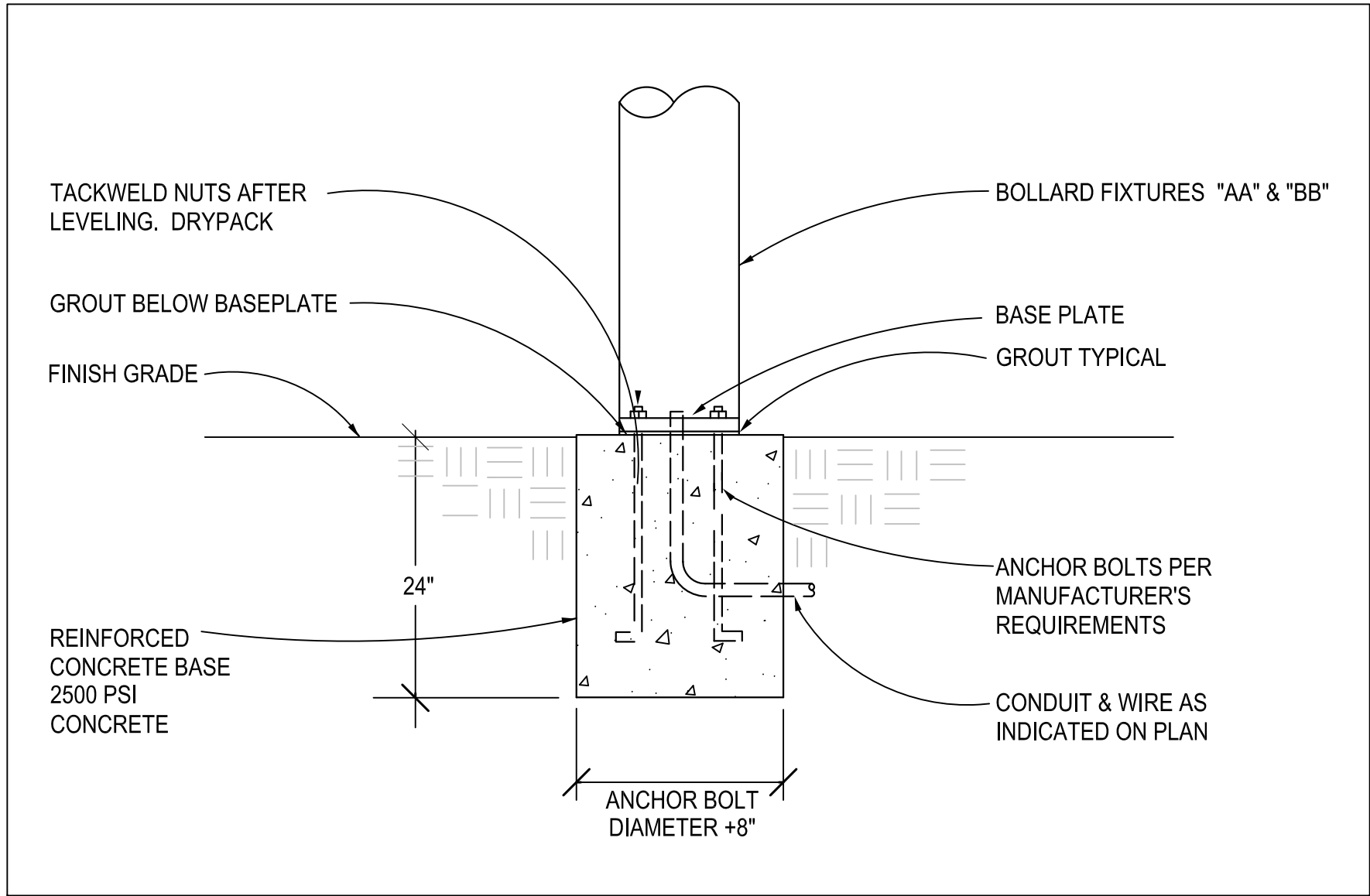
SHEET NUMBER:
ES1.1

LOCATION: IN METER PEDESTAL "MP"																						
PANEL: MP				VOLTAGE: 240 / 120				1Ø 3W			CIRCUIT CODE: L - LIGHTING R - RECEPTACLES LM - LARGEST MOTOR M - MOTOR				K - KITCHEN H - ELECTRIC HEATING O - MISCELLANEOUS							
				DATE: 3/15/18 12:22 PM				BUS: 60A MAINS: 60A L.O.				SURFACE MOUNTING:										
				JOB:				FULLY RATED AIC: 10,000				NEMA: 1				ENCLOSURE						
CKT NO	C CODE	TRIP	POLE	LOAD DESIGNATION				C O N N E C T E D V A						LOAD DESIGNATION				TRIP	POLE	C CODE	CKT NO	
				DESCRIPTION (NOTE)				ØA	ØB	A B	ØA	ØB	(NOTE)	DESCRIPTION								
1	L	20	1	TRAIL LTG				1	450	*	-	400	-	1	IRRIGATION CONTROLLER				20	1	Q	2
3	L	20	1	SHELTER LTG				1		1300	*	-	-		SPARE				20	1	-	4
5	L	20	1	SHELTER LTG				1	1000	*	-	-	-		SPARE				1	1	-	6
PANEL NOTES:				PHASE TOTALS				PH A: 1850				PH B: 1300				TOTAL CONNECTED VA 3150						
1. ALL CIRCUIT BREAKERS TO BE GFCI SERVICE ENTRANCE RATED														PANEL CONNECTED KVA 3.15								
														PANEL DEMAND KVA 3.43								
														PANEL DEMAND AMPS 14.3								
														Manufacturer: PER MFR OF "MP" Type: LOAD CENTER								

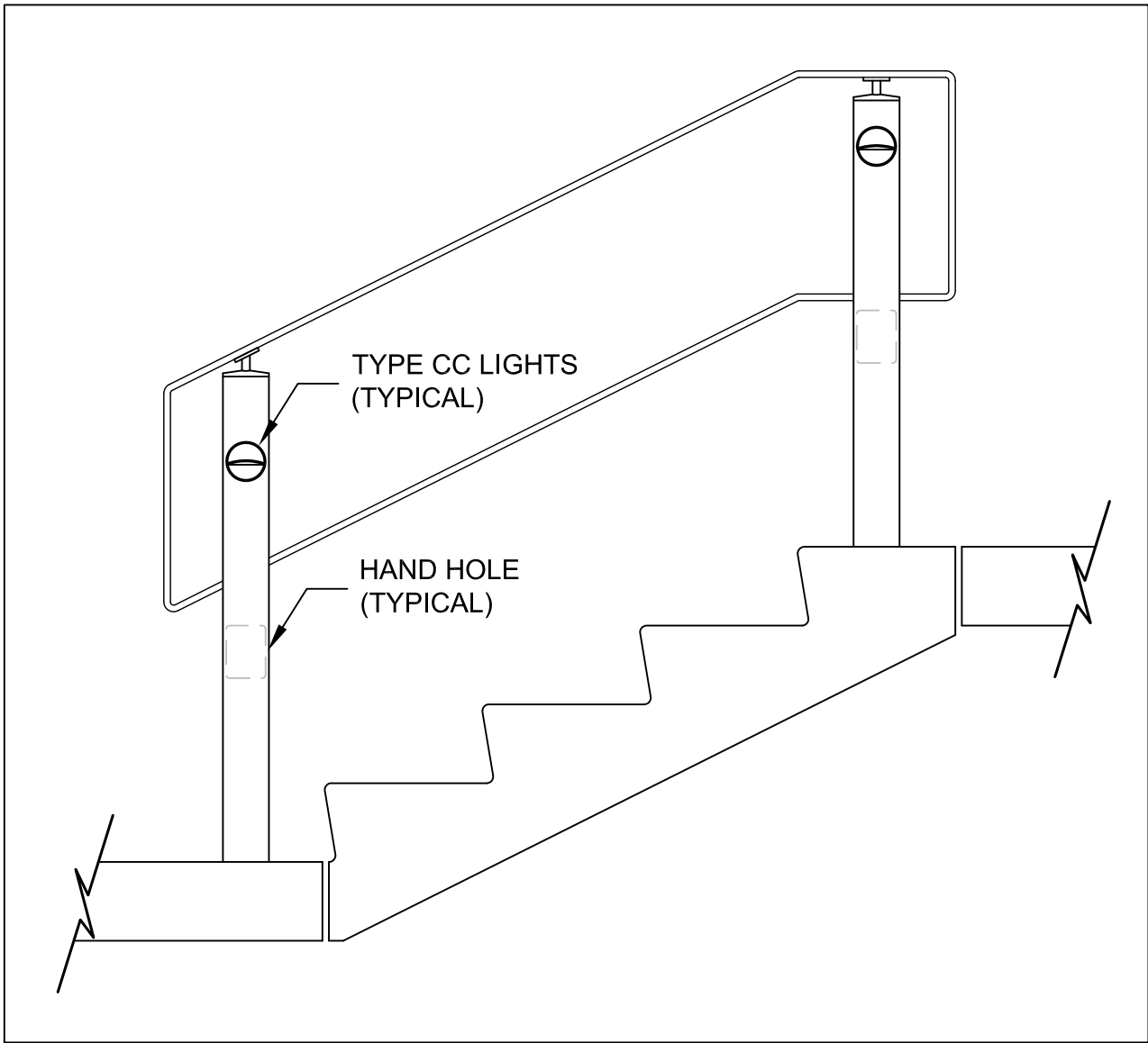
PANEL MP LOAD CALCULATION

LIGHTING	2750	VOLTAMPS x	1.25	=	3437	VOLTAMPS
RECEPTACLES - 1ST 10KVA		VOLTAMPS x	1.00	=		VOLTAMPS
RECEPTACLES - BALANCE		VOLTAMPS x	0.50	=		VOLTAMPS
LARGEST MOTOR LOAD		VOLTAMPS x	1.25	=		VOLTAMPS
BALANCE OF MOTOR LOADS		VOLTAMPS x	1.00	=		VOLTAMPS
KITCHEN EQUIPMENT		VOLTAMPS x	0.65	=		VOLTAMPS
ELECTRIC HEATING EQUIPMENT		VOLTAMPS x	1.00	=		VOLTAMPS
MISC LOADS	400	VOLTAMPS x	1.00	=	400	VOLTAMPS
TOTAL CALCULATED DEMAND LOAD =						3437 VOLTAMPS
						14.3 FULL LOAD AMPS

LUMINAIRE SCHEDULE (SITE LTG - RE: "ES1.1)										
FIXT. TYPE	MANUFACTURER		FINISH	LAMP DATA	LUMINAIRE WATTS	MOUNTING METHOD	MTG HEIGHT	MTG DEPTH	DESCRIPTION	VOLTS
	NAME	CATALOG NUMBER								
AA	LITHONIA LIGHTING	RADBLEDMVOLT-DMG-8TTDNAXD-P2-30K-ASY	ALUM	1-LED BY MFR	8	RE: "2/E1-1"	42"		PROVIDE W/ RADBABU AND RK1RAD8 BCKIT DNAXD U	120
BB	LITHONIA LIGHTING	RADBLEDMVOLT-DMG-8TTDNAXD-P2-30K-SYM	ALUM	1-LED BY MFR	8	RE: "2/E1-1"	42"		PROVIDE W/ RADBABU AND RK1RAD8 BCKIT DNAXD U	120
CC	WAC	3011-30-WT	WT	1-LED BY MFR	2.8	RE: "3/E1-1"	3'-0"		PROVIDE WITH (2) Q-TRAN #QSET eLED-60(120)-UNV/12VDC DIRECT BURIAL XFER W/ (1) Q-VAULT-5	120/24
DD	KELVIX	RX-30K-250-HW240-120-8'-0"	CLEAR	1-LED BY MFR	24	RE: "E1-1"			PROVIDE WITH ALL ACCESSORIES	120
EE	KELVIX	RX-30K-500-HW240-120-8'-0"	CLEAR	1-LED BY MFR	48	RE: "E1-1"			PROVIDE WITH ALL ACCESSORIES	120

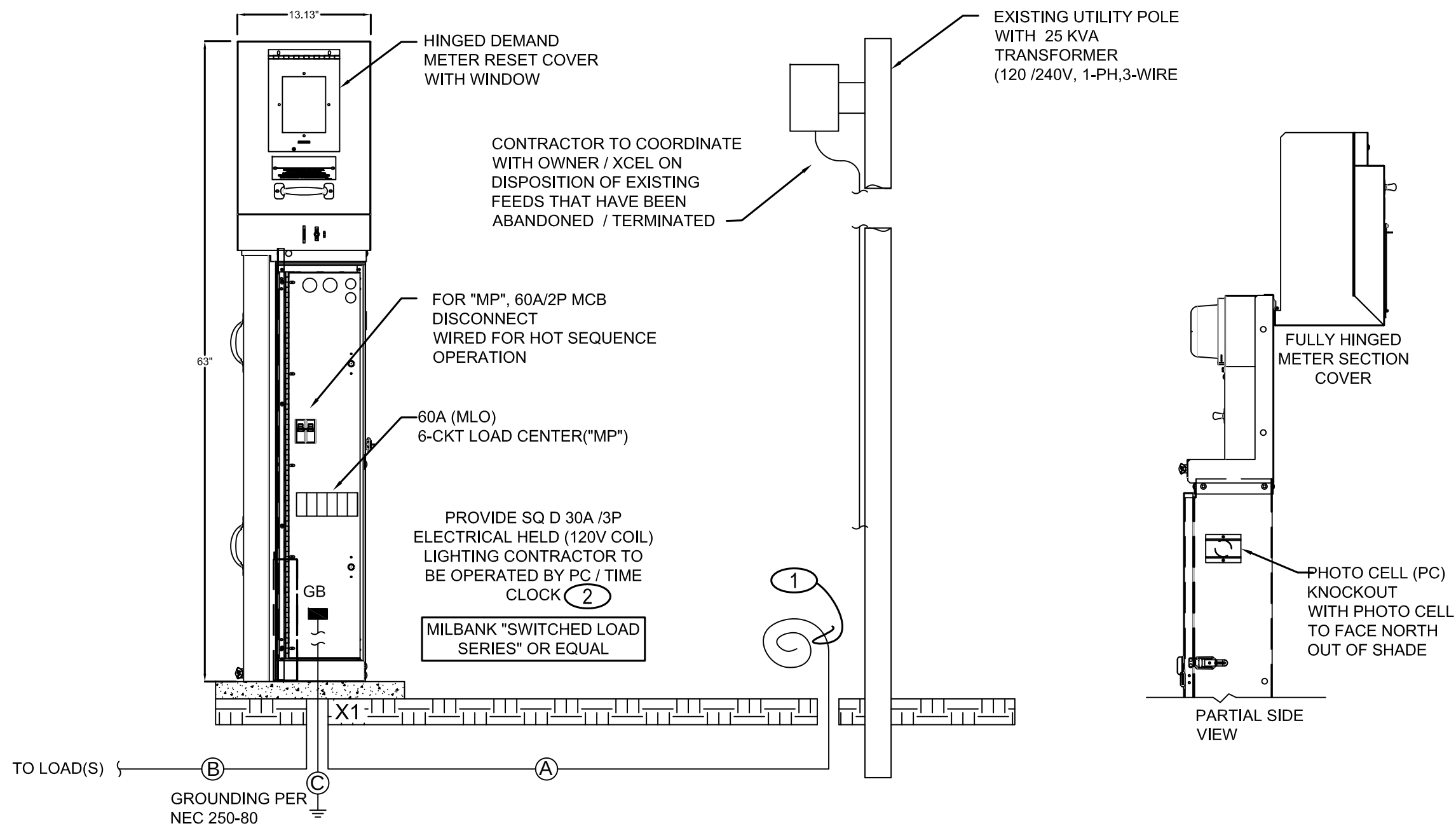


2 TYPES "AA" & "BB" BOLLARD BASE DETAIL
SCALE: N.T.S.



3 HANDRAIL STEP LIGHTING DETAIL
SCALE: N.T.S.

ALL SITE LIGHTING PHOTOCELL ON / TIME CLOCK OFF:
CONTROLLED TO COME ON AT DUSK AND TURN OFF
AT PROGRAMMED TIME BY OWNER



1 METER PEDESTAL "MP" ELECTRICAL DISTRIBUTION
SCALE: N.T.S.

FEEDER SCHEDULE:

- A 3#8CU, TW, #8 CU GND, 1"C
- B ALL BRANCH CIRCUITING TO BE 2 #10CU, THHN / THWN, #10GRD, 3/4"C
- C 1#8CU, GND, 3/4"C

FAULT CURRENT CALCULATIONS (25 KVA)

$$X1 \quad F = \frac{2 \times 80 \times 7400}{1 \times 1557 \times 240} = 3.17$$
$$M = \frac{1}{4.17} = 0.24 \quad ISC = 7400 \times 0.24 = 1775$$

DETAIL NOTES (1/E1.1)

- 1 CONTRACTOR TO COIL 25' -0" OF NOTED SERVICE ENTRANCE CONDUCTOR AT BASE OF POLE FOR CONNECTION BY UTILITY.
- 2 MFR TO PROVIDE INSTAMATIC TIME CLOCK # ET90115C

DETAIL NOTES FOR DRAWING ES1.1

- 1 CONTRACTOR TO MOUNT TYPES "DD" & "EE" ON TOP OF STEEL ANGLE IRON AND CONCEAL LOW VOLTAGE WIRING WITHIN STRUCTURE TO TERMINAL BLOCK MOUNTED WITHIN 8" ROUND POST. (RE: "5/E2.1")
- 2 CONTRACTOR TO PROVIDE ONLY (1) Q TRAN #QSET-eLED-60-UNV / 12VDC IN Q-VAULT-5
- 3 CONTRACTOR TO COORDINATE WITH HANDRAIL MANUFACTURER TO ENSURE IT COMES PREDRILLED FOR MOUNTING TYPE "CC" AND THERE IS CLEARANCE FOR TIGHTENING.
- 4 CONTRACTOR TO PROVIDE (1) 3/4" C STUB UP FOR FUTURE LTG (IF BID ALT. NOT SELECTED THAT THE BRANCH CIRCUIT IS FEEDING) AND CAP WITH MARKER PER OWNER.



JCAA
4100 Wadsworth Blvd.
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12/02/2022

Arvada Holistic Health and Fitness Park

10375 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE: 12-06-2022

DESIGNED: FD
DRAWN: MB
CHECKED: JCAA

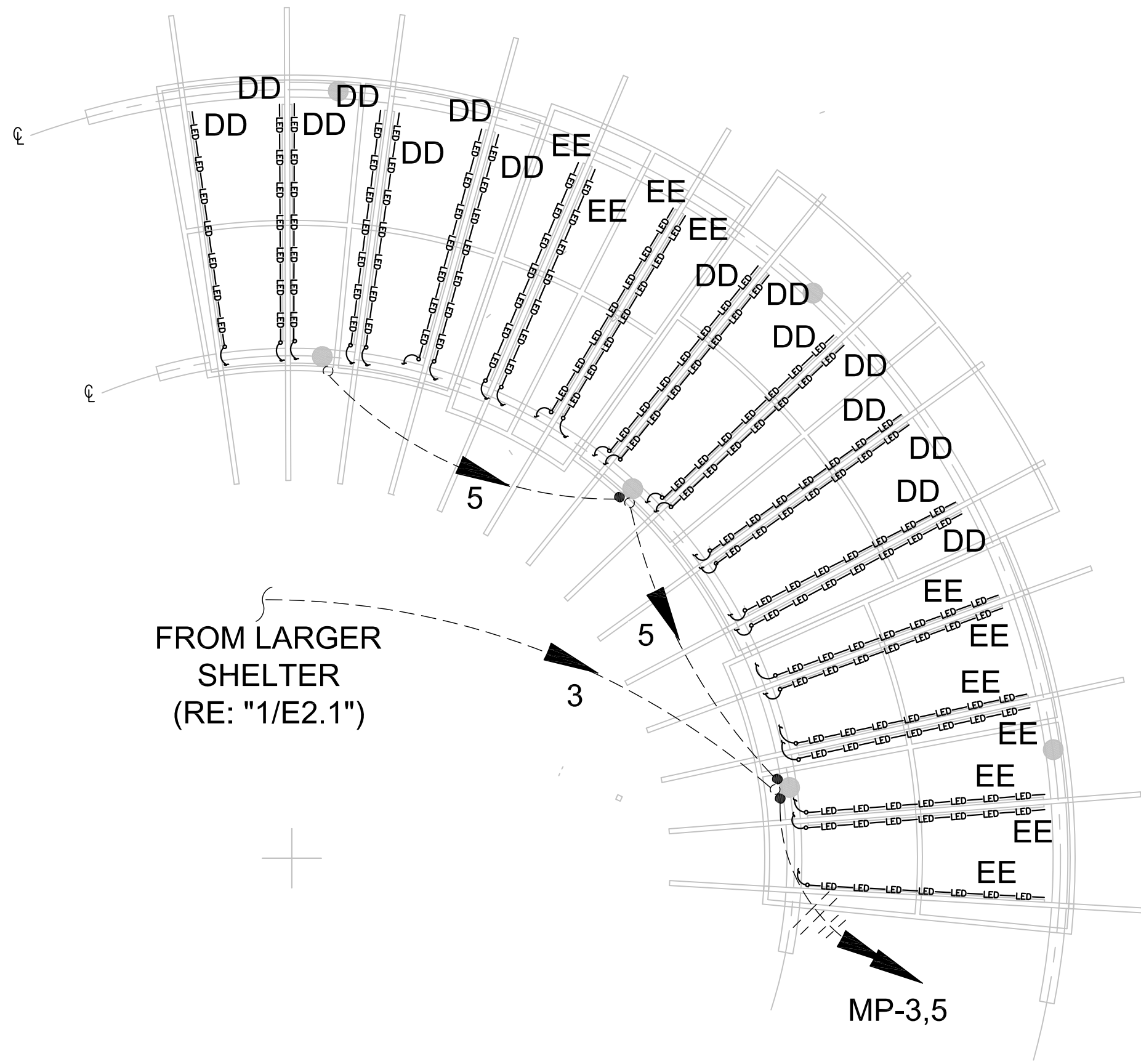
REVISIONS:

JOB DESCRIPTION:
SITE PLAN
SUBMITTAL

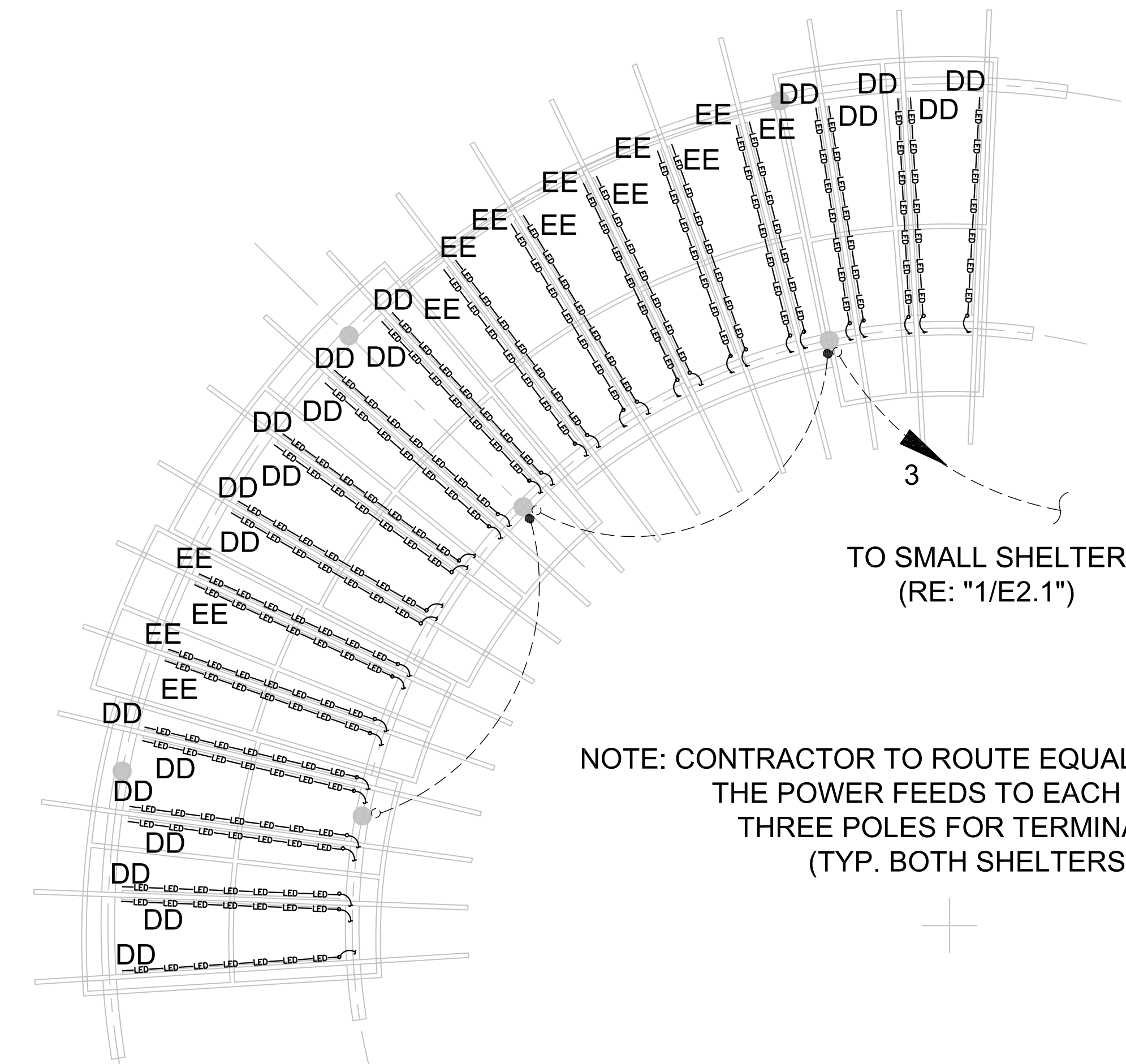
SHEET TITLE:
ONE-LINE DIAGRAM &
SCHEDULES

SHEET NUMBER:

E1.1

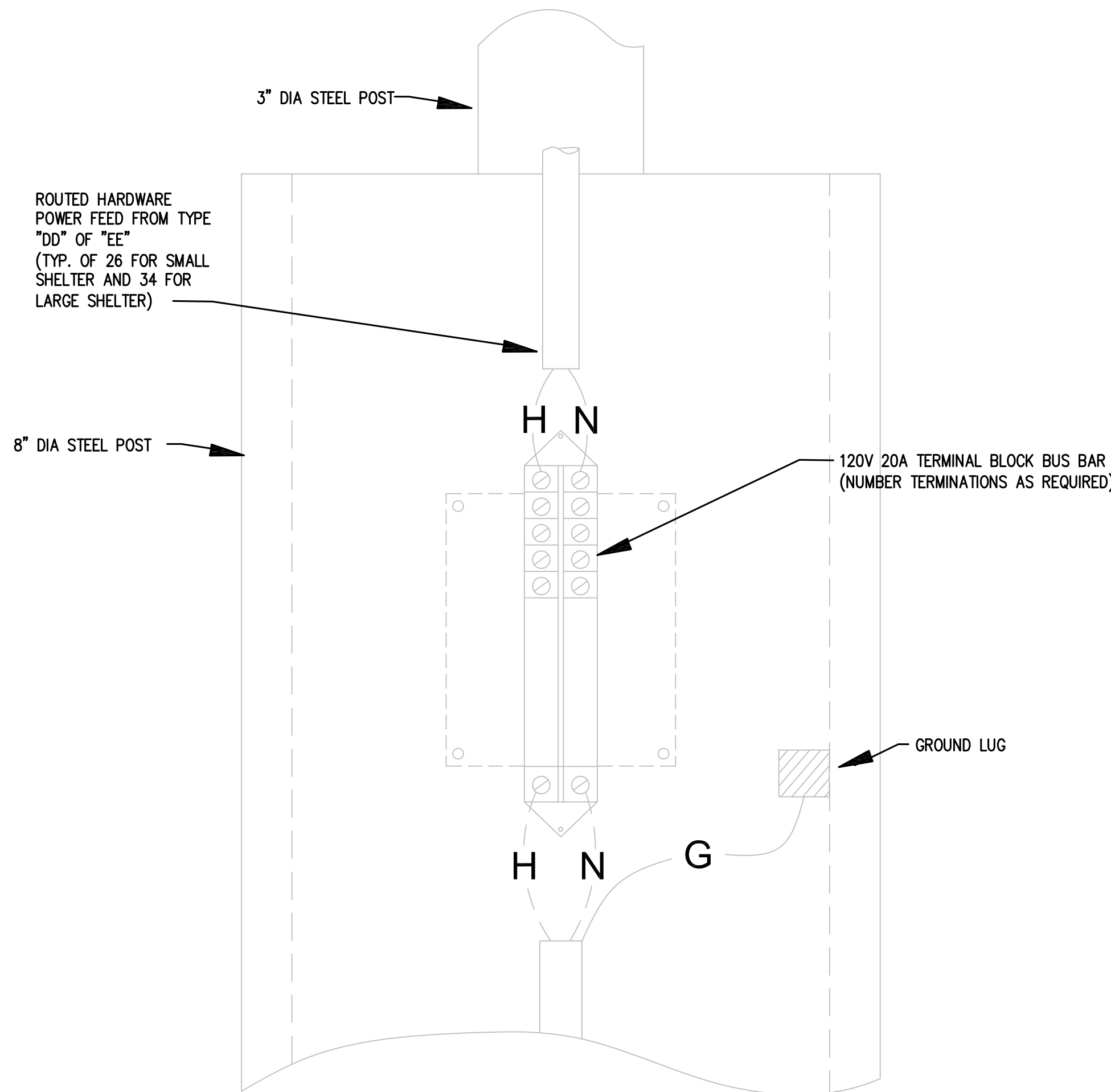


2 SMALL SHELTER LIGHTING PLAN
N.T.S.

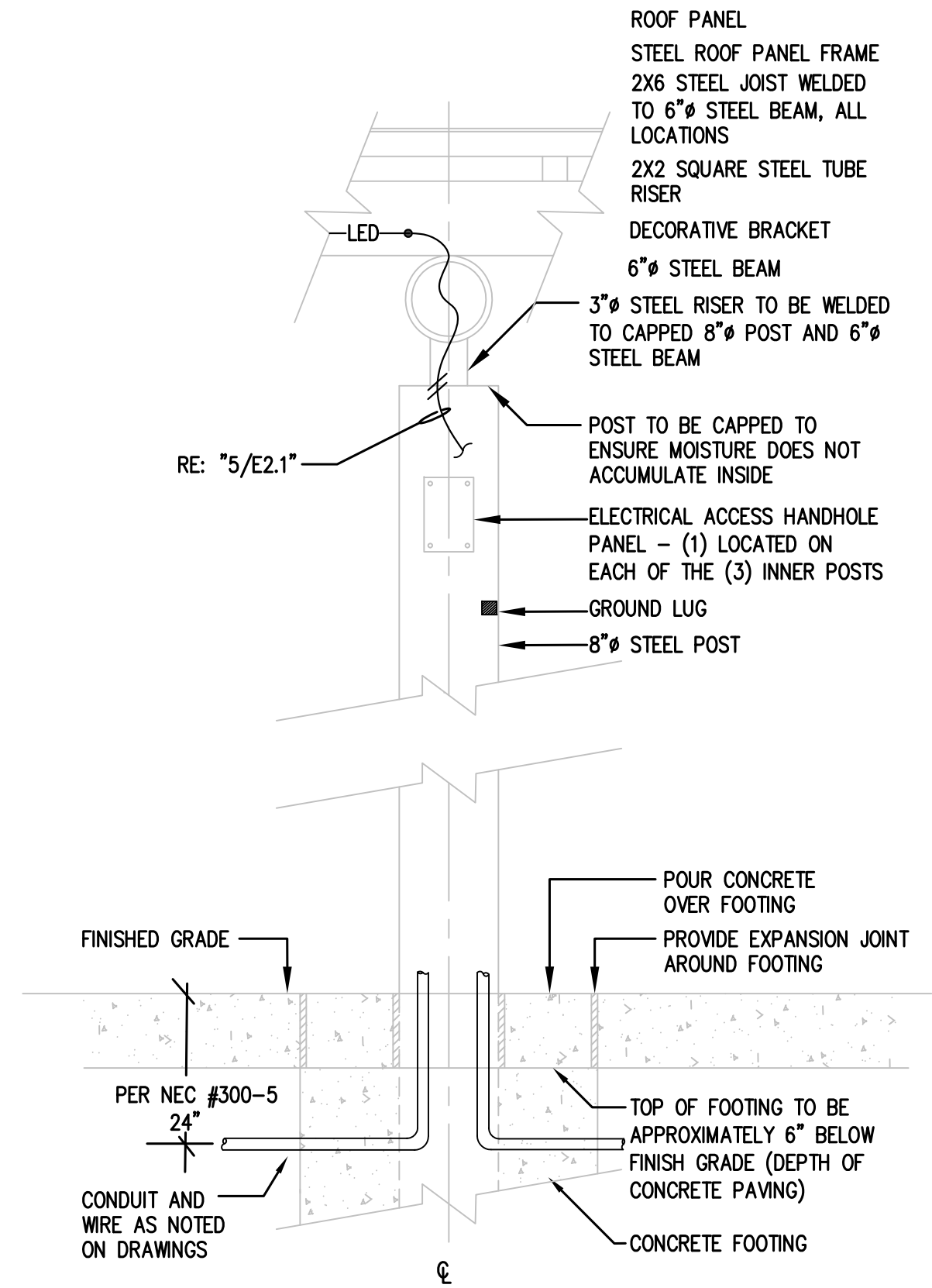


1 LARGE SHELTER LIGHTING PLAN
N.T.S.

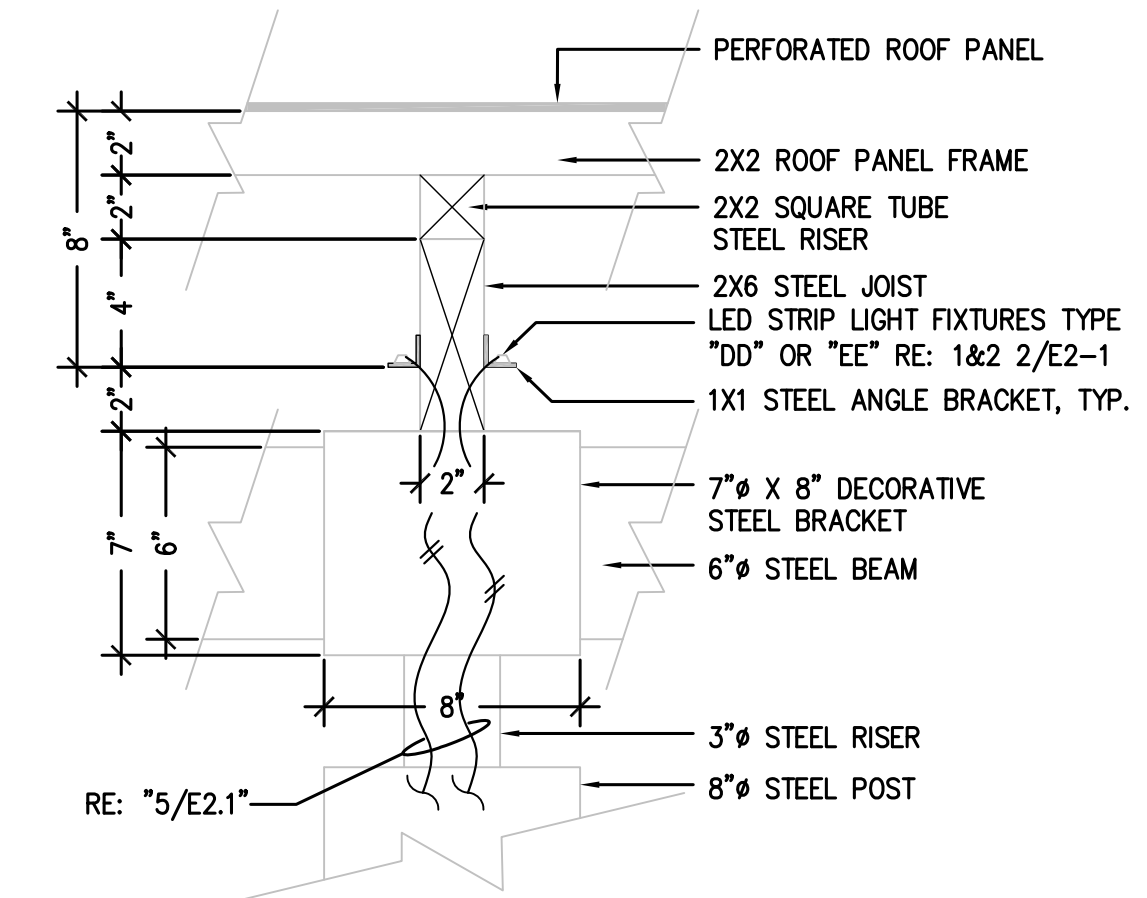
NOTE: CONTRACTOR TO ROUTE EQUALLY AS POSSIBLE
THE POWER FEEDS TO EACH OF THE
THREE POLES FOR TERMINATION
(TYP. BOTH SHELTERS)



5 LED LTG WIRING DETAIL
N.T.S.



4 SHELTER POST DETAIL
N.T.S.



3 SHELTER UP LTG DETAIL
N.T.S.

WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. MAY 2020

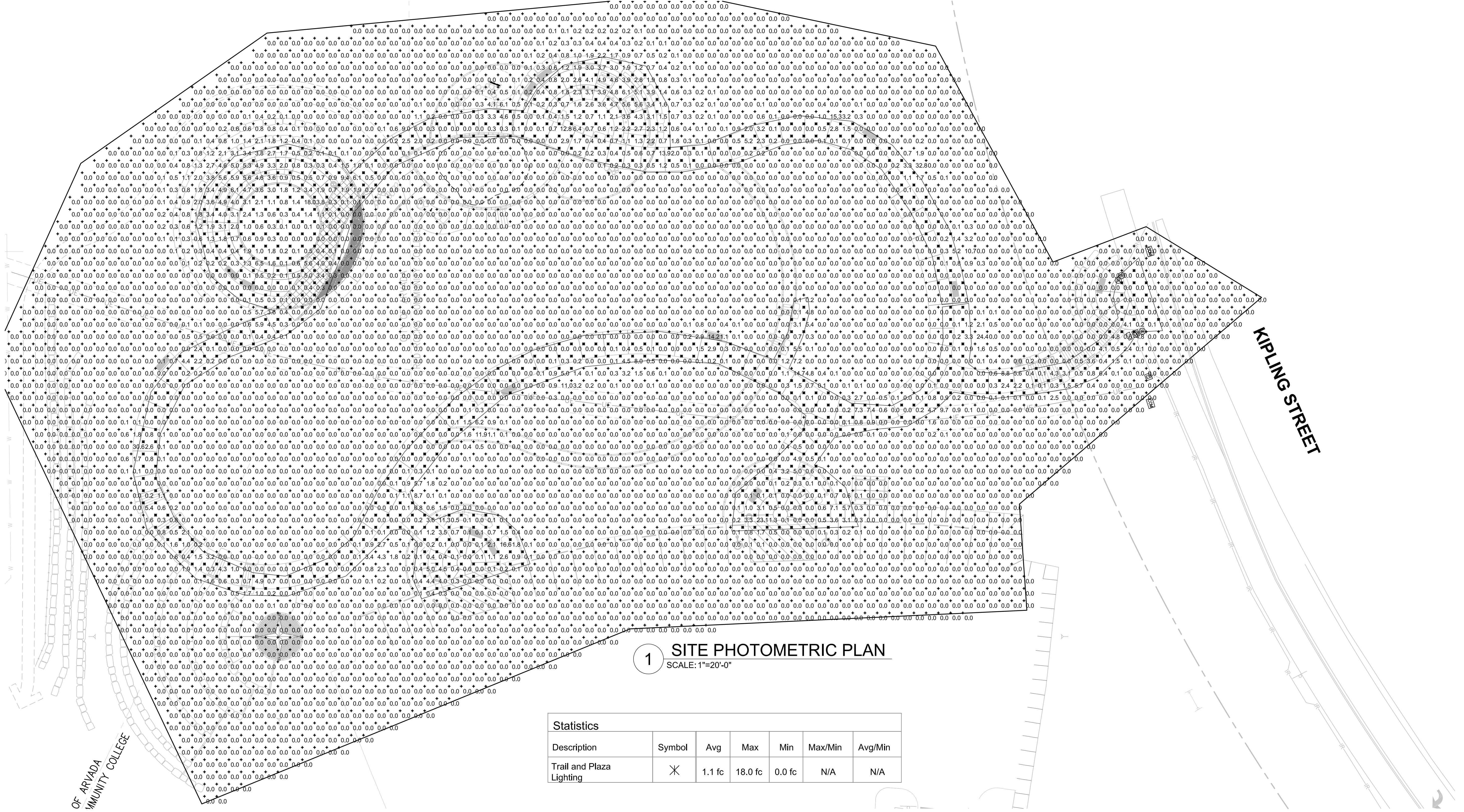
WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. MAY 11, 2016 12:26 PM

Shown diagrams for model # 301

SCALE: N.T.S

SCALE: N.T.S

SCALF·NTS



1 SITE PHOTOMETRIC PLAN
SCALE: 1"=20'-0"

LUMINAIRE SCHEDULE WITH LUMEN ANALYSIS															
TYPE	QTY	MANUFACTURER		FINISH	LAMP DATA	LAMP WATTS	MOUNTING METHOD	MTG HEIGHT	VOLTS	LAMP TEMP.	DIMMABLE	LAMP LUMENS	LUMINAIRE EFFICIENCY	LUMINAIRE LUMENS	TOTAL LUMINAIRE LUMENS
		NAME	CATALOG NUMBER												
AA	23	ILITHONIA	RADBLEDMVOLT-DMG-BTTDNAXID-P2-30K-ASY	ALUM	1-LED BY MFR	8	RE: "2/E1-1"	42"	120	3000K	NO	613	90%	552	12696
BB	12	ILITHONIA	RADBLEDMVOLT-DMG-BTTDNAXID-P2-30K-SYM	ALUM	1-LED BY MFR	8	RE: "2/E1-1"	42"	120	3000K	NO	677	90%	609	7308
CC	46	WAC	3011-30-WT	WT	1-LED BY MFR	2.8	RE: "3/E1-1"	MAX POSS.	120/24	3000K	NO	60	90%	60	2760
DD	35	KELVIX	RX-30K-250-HW240-120-8-0"	CLEAR	1-LED BY MFR	3.0	RE: "E1-1"		120	3000K	NO	2040	90%	1840	64400
EE	25	KELVIX	RX-30K-500-HW240-120-8-0"	CLEAR	1-LED BY MFR	6.0	RE: "E1-1"		120	3000K	NO	4072	90%	3665	91625

ABBREVIATIONS:

- AFG - ABOVE FINISHED GRADE
- MFR - MANUFACTURE
- LED - LIGHT EMITTING DIODE
- ELEV - ELEVATION
- TBL - TO BOTTOM OF LUMINAIRE
- N/A - NOT APPLICABLE

Statistics					
Description	Symbol	Avg	Max	Min	Avg/Min
Trail and Plaza Lighting	⌘	1.1 fc	18.0 fc	0.0 fc	N/A

DESIGN LOADS:

ALL WORK SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, 2018 EDITION AND THE CITY OF ARVADA CURRENT AMENDMENTS THERETO.

WIND: 142 MPH (Vel); EXP. C; IMPORTANCE FACTOR = 1.0

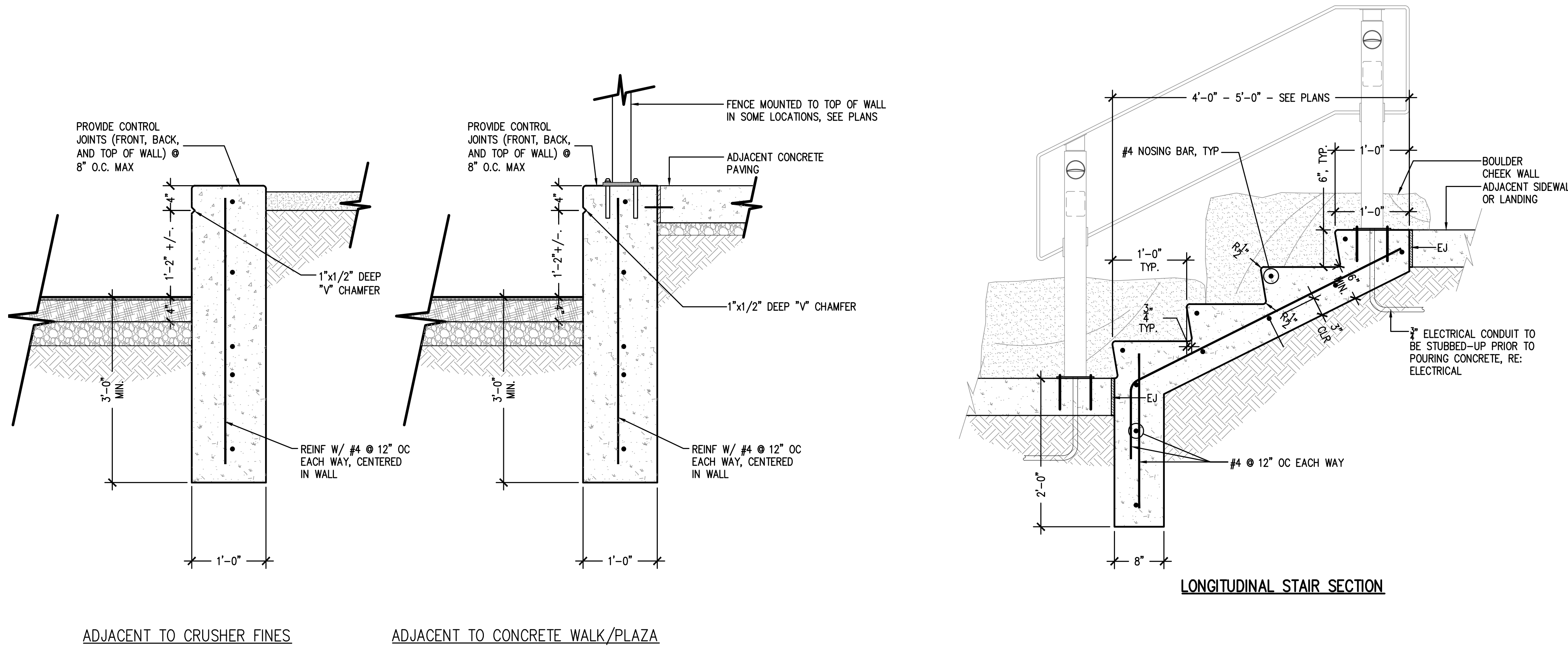
EQUIVALENT FLUID PRESSURE (ACTIVE): 50 PCF

ALLOWABLE VERTICAL BEARING PRESSURE: 2000 PSF

ALLOWABLE LATERAL BEARING PRESSURE: 175 PSF

CONCRETE NOTES:

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF ACI 318, ACI 304, AND ACI 315.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS WITH 2.5-4.5% ENTRAINED AIR AND TYPE II CEMENT UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS OTHERWISE NOTED. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B". ALL HOOKS SHALL BE STANDARD UNLESS NOTED OTHERWISE.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST EARTH = 3 IN
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 AND LARGER = 2 IN
#5 AND SMALLER & WWF = 1-1/2 IN
CONCRETE NOT EXPOSED TO EARTH OR WEATHER NOR CAST AGAINST EARTH:
SLAB AND WALL = 3/4 IN
BEAMS AND COLUMNS = 1-1/2 IN
- WHEN PARALLEL REINFORCING BARS ARE PLACED IN LAYERS OF TWO OR MORE, THE CLEAR SPACING BETWEEN LAYERS SHALL BE AT LEAST 1".
- A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE UNLESS NOTED OTHERWISE IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
- HOLES TO RECEIVE EXPANSION/WEDGE ANCHORS SHALL BE 1/8" LARGER IN DIAMETER THAN THE ANCHOR BOLT, DOWEL OR ROD AND SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. LOCATE AND AVOID CUTTING EXISTING REBAR WHEN DRILLING HOLES IN ELEVATED CONCRETE SLABS.
- USE AND INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHORS SHALL BE PER ICBO & MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURES.
- COLUMN BASE PLATES SHALL BE PLACED WITH SETTING TEMPLATES.
- PLACE (2) #5 BARS (1 EACH FACE) WITH A 2'-0" PROJECTION ON ALL SIDES AND DIAGONALLY ACROSS CORNERS OF ALL OPENINGS LARGER THAN 12" SQUARE IN CONCRETE SLABS AND WALLS, UNLESS NOTED OTHERWISE.
- MAKE ALL BARS CONTINUOUS AROUND CORNERS OR PROVIDE CORNER BARS OF EQUAL SIZE AND SPACING.
- PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCEMENT.

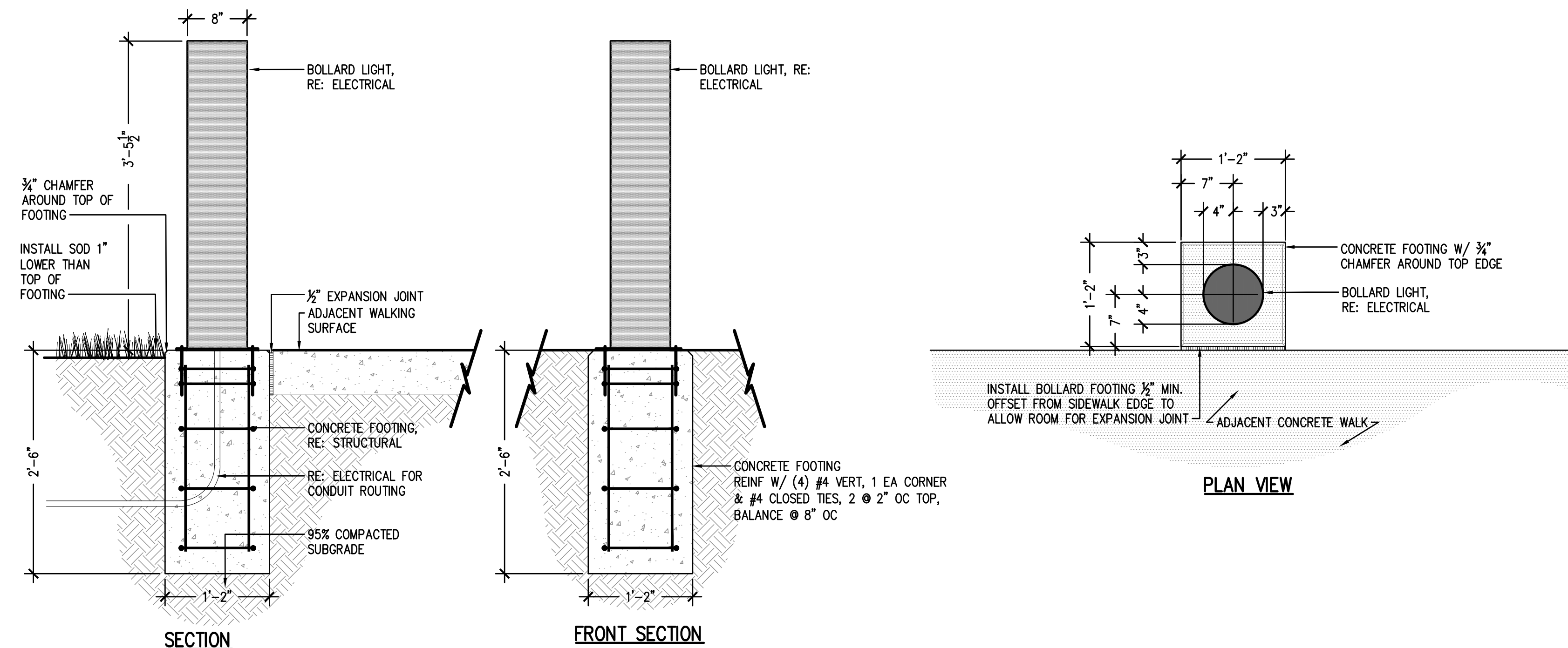


1 PLAYPIT WALL

NOT TO SCALE

2 CONCRETE STAIRS

NOT TO SCALE



3 LIGHT BOLLARD

NOT TO SCALE

10375 West 55th Avenue
Arvada, Colorado 80033

S2.0



NOT TO SCALE





Arvada Holistic Health and Fitness Park

10275 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE: 12-14-2022

DESIGNED: KJD
DRAWN: KJD
CHECKED: JSB

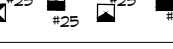
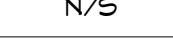
REVISIONS:

JOB DESCRIPTION:
FINAL
DEVELOPMENT PLAN

IRRIGATION NOTES &
SCHEDULE

SCALE: NTS
SHEET NUMBER:

IR1.0

IRRIGATION SCHEDULE				
SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
	RAIN BIRD	1806-SAM-FRS W/ MPR-SERIES NOZZLE	POPOP SPRAY HEAD	12
	RAIN BIRD	1806-SAM-FRS W/ SST, CORNER NOZZLE	POPOP SPRAY HEAD	12
	RAIN BIRD	1812 SAM FRS W/ MPR-SERIES NOZZ.	HI-POP SPRAY HEAD	13
	RAIN BIRD	1812 SAM-FRS W/ SST, CORNER NOZ.	HI-POP SPRAY HEAD	13
	RAIN BIRD	5012-PL-PC-SAM WITH MPR #25 NOZ	GEAR DRIVEN ROTOR	14
	RAIN BIRD	5012-PL-PC-SAM WITH MPR #35 NOZ	GEAR DRIVEN ROTOR	14
	RAIN BIRD	6504-SS WITH #NOZZLE	GEAR DRIVEN ROTOR (ARVADA PARKS -ONLY)	14
	RAIN BIRD	EFB-CP	ELECTRIC CONTROL VALVE	11
	RAIN BIRD	44-LRG	QUICK COUPLING VALVE	8
		LINE SIZE - 2½" AND SMALLER	GATE VALVE	9
	ILEEMCO	LINE SIZE - 2.5" AND LARGER	GATE VALVE W/RESTRAINTS	10
	MATCO	201X	MANUAL DRAIN VALVE	N/S
		CLASS 200 BE - 2½" & SMALLER	PVC MAINLINE	6
		CLASS 200 BE	PVC LATERAL	6
		CLASS 160	PVC SLEEVING	7
	FEBCO	825YA	RP BACKFLOW PREVENTER	1
	GUARDSHACK	GS-1	BACKFLOW PREVENTER ENCLOSURE	2
	ARAD	(WILL BE SUPPLIED BY THE CITY, TO BE INSTALLED BY CONTRACTOR)	HYDROMETER -2"	1
	HUNTER	I-CORE	CONTROLLER -TEMPORARY (INSTALLED AND OPERATED BY CONTRACTOR)	3 & 4
	HUNTER	MRF-CLIK	RAIN SHUT-OFF DEVICE	5
			WATER METER	
 CONTROLLER & STATION NO. CONTROL VALVE SIZE				
 A (controller) NUMBER OF SPARE WIRES - 2 CONTROL AND 1 SPARE WIRES TO WHICH CONTROLLER - SEE CONSTRUCTION NOTES				

BID ALTERNATES

- CONTRACTOR TO BID EACH IRRIGATION ALTERNATE, AS INDICATED ON PLANS BY #.
- TAP, CONTROLLER, MAINLINE, CONTROL VALVES AND WIRE WILL BE THE SAME AS BASE BID PLAN. EACH ALTERNATE WILL INCLUDE EVERYTHING DOWNSTREAM OF CONTROL VALVES - NEW LATERAL LINES AN SPRINKLER HEADS PER THIS PLAN SET.

IRRIGATION CONSTRUCTION NOTES

- DRAWINGS AND BASE INFORMATION -- ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY DHM DESIGN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- SYSTEM PRESSURE - HYDROSYSTEMS*KDI HAS BEEN TOLD THAT THE STATIC WATER PRESSURE (FROM PUMPING SYSTEM) IN THIS AREA SHOULD BE 70 PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS*KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF 70 PSI MINIMUM.

BLUEGRASS TURF
ORNAMENTAL PLANTINGS
NATIVE SEED MIXES

1.75" PER WEEK PEAK SEASON
1.00" PER WEEK PEAK SEASON
1.00" PER WEEK PEAK SEASON
- IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.
- EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT OTHER THAN VALVE BOXES OR SLEEVING THAT CONTAINS PIPE OR WIRES SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES UNLESS SPECIFICALLY INDICATED ON PLANS. BOXES INSTALLED IN OPEN TURF AREAS SHALL BE KEPT TO EDGES AND STAKED FOR REVIEW IF ALONG HIGH TRAFFIC AREAS. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE. ALL VALVE BOXES WITHIN PAVEMENT SHALL BE TIER 15 RATED BOXES FOR HEAVY DUTY NON-DELIBERATE TRAFFIC. BOX LID COLOR SHALL MATCH ADJACENT MATERIALS, I.E. GREEN IN TURF, TAN IN WOOD MULCH, GRAY IN STONE MULCH, PURPLE FOR RECLAIMED WATER SYSTEMS (IF REQUIRED). REFER TO LANDSCAPE PLANS FOR MATERIAL COLORS AND TYPES. ALL BOXES SHALL BE INSTALLED TO BE FLUSH WITH GRADE AND IN AN ORDERLY MANNER.
- TREES SHOWN ON IRRIGATION PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY IN FIELD AND NOTIFY LANDSCAPE ARCHITECT OR PROJECT MANAGER OF ANY DISCREPANCIES.
- EXISTING TREES - ALL TRENCHING WITHIN THE TREE PROTECTION AREA OF THE EXISTING TREES SHALL BE DONE BY HAND OR USE OF AIR SPADE. CONTRACTOR TO NOTIFY PM AND CITY FORESTRY 72 HOURS PRIOR TO ANY DIGGING WITHIN TREE DRIP LINES. MARK OUT PROPOSED PIPING ROUTING AND COORDINATE WITH PM AND FORESTRY FOR APPROVAL OF PIPE ROUTING, PRIOR TO ANY INSTALLATION. SEE SPECIFICATIONS FOR EXISTING TREE PROTECTION PROCEDURES.
- NO IRRIGATION LINES SHALL BE LOCATED WITHIN (10) TEN FEET OF THE TRUNK OF NEW AND EXISTING TREE, IF REQUIRED PER PLANS, PRIOR APPROVAL OF THE CITY FORESTER OR PROJECT PM.
- MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO INSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.
- POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED AT 6' TO 7'. INSTALL 5' NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN "S" DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON ALL HEADS WITH AN "L" OR "R" DESIGNATION.
FOR THE CITY OF ARVADA, NO VAN NOZZLES ARE ALLOWED AND NO MARLEX FITTINGS ARE ALLOWED
- UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.
- LATERAL LINE TRACER WIRE - CONTRACTOR TO INSTALL ONE #12UFUL GREEN WIRE IN ALL LATERAL LINE TRENCHES FROM ELECTRIC CONTROL VALVE TO ALL ENDS. LOOP 2 FEET OF WIRE INTO EACH VALVE BOX
- SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY

REQUIRED SLEEVE SIZE & (QUANTITY)

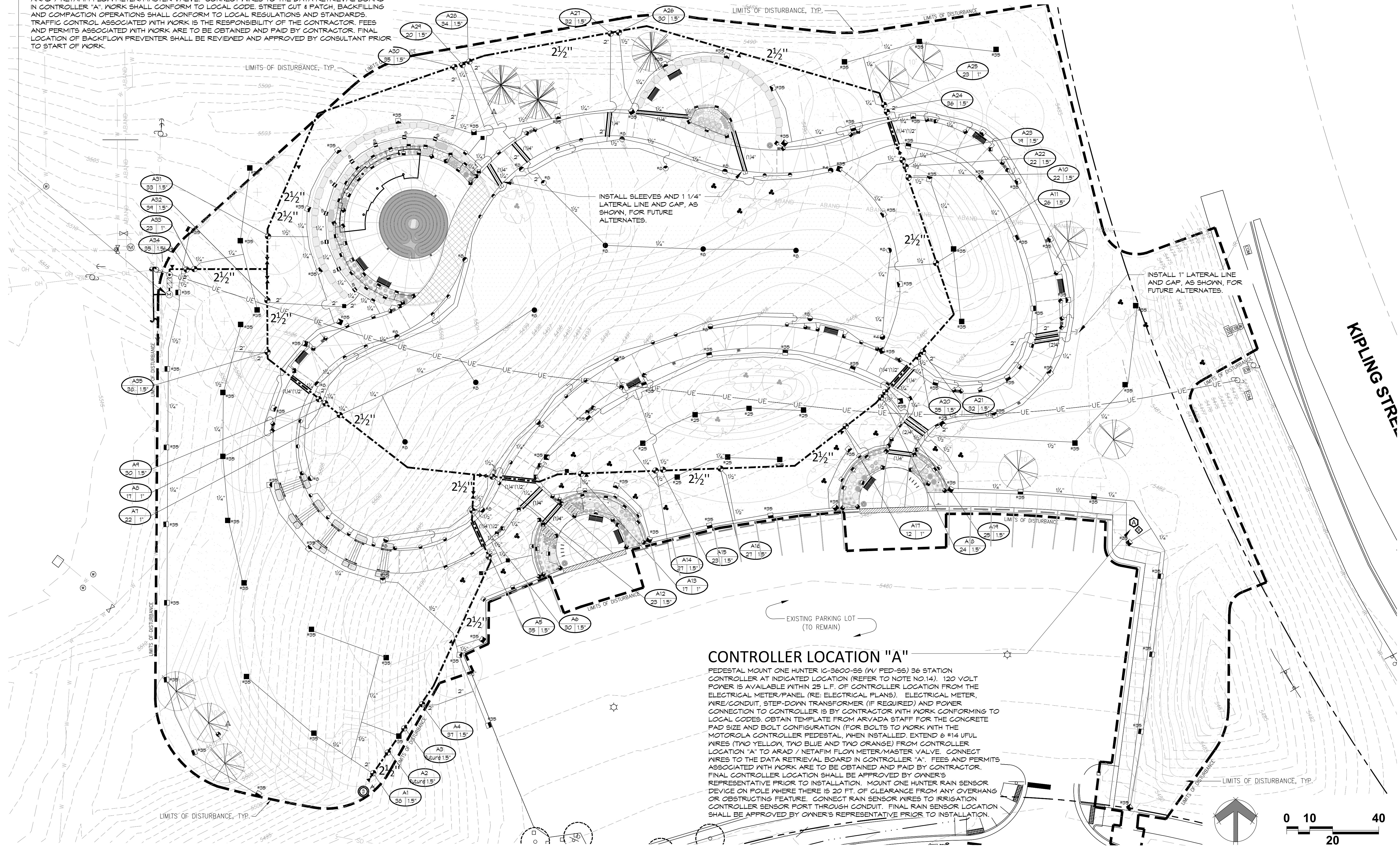
¾" - 1¼" PIPING2" PVC (1)
1½" - 2" PIPING4" PVC (1)
3" PIPING6" PVC (1)
1-24 CONTROL WIRES2" PVC (1)
- SPARE CONTROL WIRES - CONTRACTOR SHALL EXTEND THREE SPARE WIRES (ONE COMMON AND 2 CONTROL WIRES, UNLESS OTHERWISE NOTED) FROM EACH CONTROLLER TO THE END OF THE MAINLINE SERVING THAT CONTROLLER OR AS SHOWN ON THE PLANS. INSTALL SPARE WIRES IN 10" ROUND VALVE BOX WITH QUICK COUPLING VALVE. REFER TO SPECIFICATIONS FOR WIRE COLOR. SEE IRRIGATION SCHEDULE FOR ADDITIONAL INFORMATION.
- ADJUSTMENT - CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
- PLANS AND SPECIFICATIONS - CONTRACTOR RESPONSIBLE TO ENSURE WORK CONFORMS TO PLANS AND SPECIFICATIONS. AT ONSET OF CONSTRUCTION, VERIFY PLANS ARE CURRENT. WHERE REQUIRED BY CITY, CONTRACTOR SHALL CONSTRUCT ONLY OFF CITY STAMPED PLANS. REVISIONS TO CITY STAMPED PLANS SHALL CONFORM TO CITY FIELD CHANGE PROCEDURES AND DOCUMENTATION. CONTRACTOR TO REFER TO CITY OF ARVADA'S SECTION 40 SPECIFICATIONS FOR PRODUCT AND INSTALLATION.
- EXISTING IRRIGATION DAMAGE - CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING IRRIGATION SYSTEMS DAMAGED DURING NEW INSTALLATION. REPAIR OR REPLACEMENT SHALL BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AND PAID FOR BY THE LANDSCAPE CONTRACTOR.
- EXISTING IRRIGATION COORDINATION - EXISTING IRRIGATION SYSTEM SHALL NOT BE TURNED OFF FOR MORE THAN 24 HOURS MAXIMUM. CONTRACTOR SHALL COORDINATE TURN OFF OF SYSTEM WITH OWNER OR MAINTENANCE STAFF 72 HOURS PRIOR TO ANY NEW CONSTRUCTION.
- CITY OF ARVADA NOTES - INSTALL ALL MATERIALS AND EQUIPMENT AS SHOWN ON THE PLANS AND DETAILS. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE CONSULTANT AND/OR OWNER. THE IRRIGATION CONTRACTOR MAY BE REQUIRED TO REMOVED AND REPLACE ALL UNAPPROVED SUBSTITUTED EQUIPMENT AT HIS OWN COST IF SO DIRECTED BY THE CITY OF ARVADA.
- CITY OF ARVADA APPROVAL PROCESS -
 - CONTRACTOR IS REQUIRED TO DO AND PASS THE CITY'S PRESSURE TEST
 - CONTRACTOR IS REQUIRED TO DO AND PASS THE CITY'S COVERAGE TEST
 - CONTRACTOR MUST NOTIFY CITY OF ARVADA PARKS DEPARTMENT FOR ANNUAL MAINTENANCE AND INSPECTIONS.
 - MAINTENANCE PRIOR TO FINAL ACCEPTANCE (TO MEET CAPITAL MAINTENANCE APPROVED PLANS).
- SIMULTANEOUS ZONE OPERATION - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW. THE DESIGN IS INTENDED TO OPERATE MULTIPLE VALVES, UP TO THE MAXIMUM FLOW IN THE POINT OF CONNECTION NOTE. REFER TO CONTROLLER SPECIFICATION FOR MAXIMUM SIMULTANEOUS VALVE COUNT.

REFER TO SHEET

IR1.0 IRRIGATION NOTES & SCHEDULE
IR1.1 IRRIGATION PLAN -BASE BID
IR1.2 IRRIGATION PAN -BID ALTERNATES
IR2.0-IR2.1 IRRIGATION DETAILS

POINT OF CONNECTION #1 - 1.5"

PEAK FLOW REQUIREMENT: 41 GPM. REQUIRED STATIC PRESSURE: 70 PSI MIN.
INSTALL ONE 1.5" WET TAP INTO EXISTING 12" DOMESTIC WATER LINE AT INDICATED LOCATION AND EXTEND 1.5" K SOFT COPPER TO METER PIT. INSTALL ONE 1.5" WATER METER PER CITY OF ARVADA STANDARDS, AND EXTEND 1.5" K SOFT COPPER FOR MINIMUM OF FIVE FEET FROM METER PIT. AT 54" DEPTH, INSTALL ONE 1.5" STOP & WASTE VALVE, THEN INCREASE TO 2" K SOFT COPPER AND EXTEND TO 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH 2" ARAD/NETAFIM HYDROMETER (TO BE SUPPLIED BY THE CITY - INSTALLED BY CONTRACTOR) AND PROTECTIVE ENCLOSURE, ONE MANUAL DRAIN VALVE, ONE QUICK COUPLING VALVE AND EXTEND PVC MAINLINE AS SHOWN. EXTEND 6 #14 UFIL WIRES (TWO YELLOW, TWO BLUE AND TWO ORANGE) FROM CONTROLLER LOCATION "A" TO ARAD / NETAFIM FLOW METER/MASTER VALVE. CONNECT WIRES TO THE DATA RETRIEVAL BOARD IN CONTROLLER "A". WORK SHALL CONFORM TO LOCAL CODE. STREET CUT & PATCH, BACKFILLING AND COMPACTION OPERATIONS SHALL CONFORM TO LOCAL REGULATIONS AND STANDARDS. TRAFFIC CONTROL ASSOCIATED WITH WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL LOCATION OF BACKFLOW PREVENTER SHALL BE REVIEWED AND APPROVED BY CONSULTANT PRIOR TO START OF WORK.



CONTROLLER LOCATION "A"

PEDESTAL MOUNT ONE HUNTER IC-3600-S5 (1V PED-S5) 36 STATION CONTROLLER AT INDICATED LOCATION (REFER TO NOTE NO.14). 120 VOLT POWER IS AVAILABLE WITHIN 25 L.F. OF CONTROLLER LOCATION FROM THE ELECTRICAL METER/PANEL (RE: ELECTRICAL PLANS). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. OBTAIN TEMPLATE FROM ARVADA STAFF FOR THE CONCRETE PAD SIZE AND BOLT CONFIGURATION (FOR BOLTS TO WORK WITH THE MOTOROLA CONTROLLER PEDESTAL, WHEN INSTALLED. EXTEND 6 #14 UFIL WIRES (TWO YELLOW, TWO BLUE AND TWO ORANGE) FROM CONTROLLER LOCATION "A" TO ARAD / NETAFIM FLOW METER/MASTER VALVE. CONNECT WIRES TO THE DATA RETRIEVAL BOARD IN CONTROLLER "A". FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE HUNTER RAIN SENSOR DEVICE ON POLE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. CONNECT RAIN SENSOR WIRES TO IRRIGATION CONTROLLER SENSOR PORT THROUGH CONDUIT. FINAL RAIN SENSOR LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

REFER TO SHEET

- IR1.0 IRRIGATION NOTES & SCHEDULE
- IR1.1 IRRIGATION PLAN -BASE BID
- IR1.2 IRRIGATION PAN -BID ALTERNATES
- IR2.0-IR2.1 IRRIGATION DETAILS



Arvada Holistic Health and Fitness Park

10275 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE: 12-14-2022

DESIGNED: KJD
DRAWN: KJD
CHECKED: USB

REVISIONS:

JOB DESCRIPTION:
FINAL
DEVELOPMENT PLAN

SCHEDULE:
IRRIGATION - BASE
BID PLAN

SCALE: 1"=20'-0"
SHEET NUMBER:

IR1.1



Arvada Holistic Health and Fitness Park

10273 West 35th Avenue
Arvada, Colorado 80033

PROJECT NUMBER:	DATE
17051.00	12-14-2022

DESIGNED: KJD
DRAWN: KJD
CHECKED: JSB

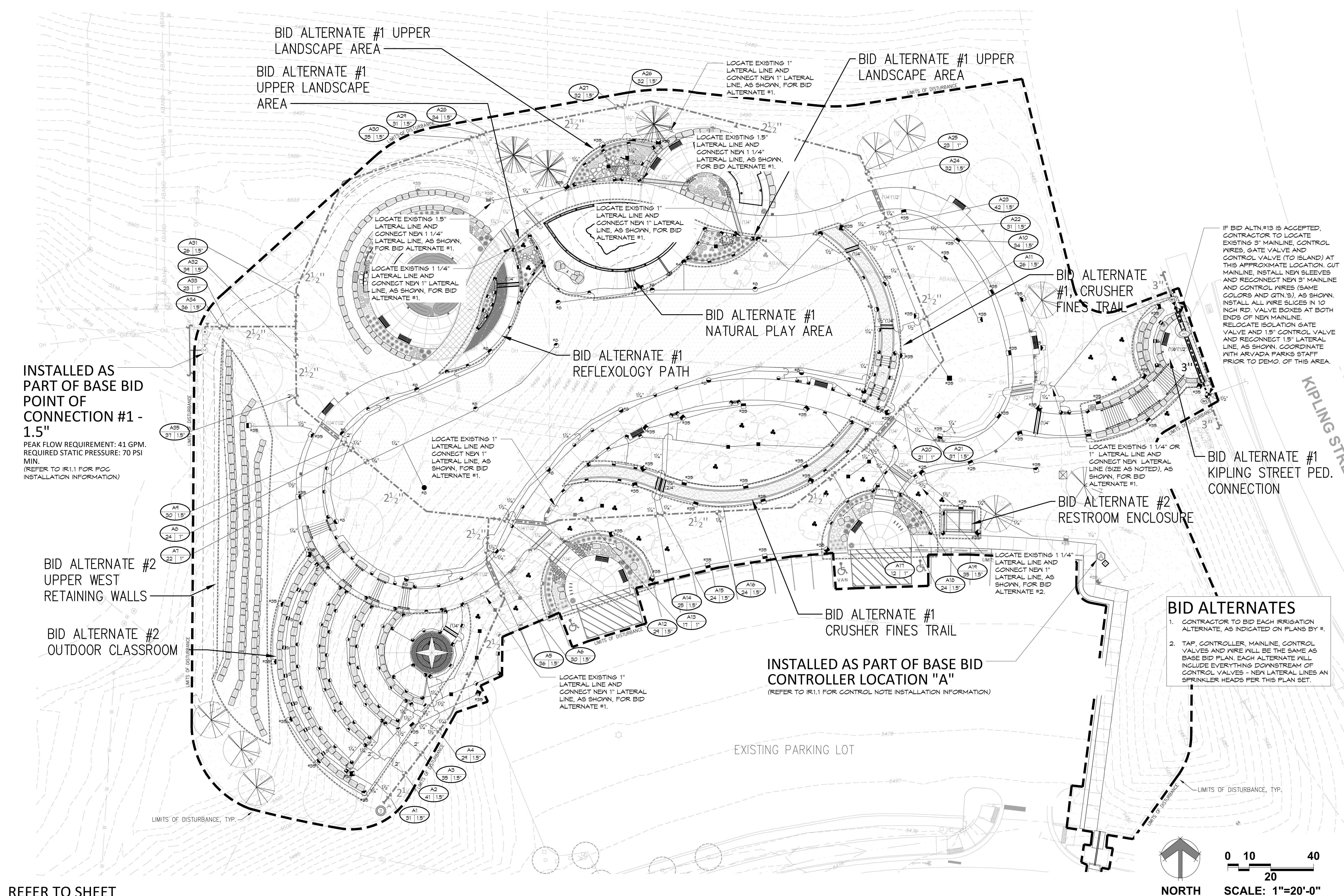
REVISIONS:

JOB DESCRIPTION:
FINAL
DEVELOPMENT PLAN

IRRIGATION - BID
ALTERNATE PLAN

SCALE: 1"=20'-0"

IR1.2



REFER TO SHEET

IR1.0	IRRIGATION NOTES & SCHEDULE
IR1.1	IRRIGATION PLAN -BASE BID
IR1.2	IRRIGATION PAN -BID ALTERNATES
IR2.0-IR2.1	IRRIGATION DETAILS



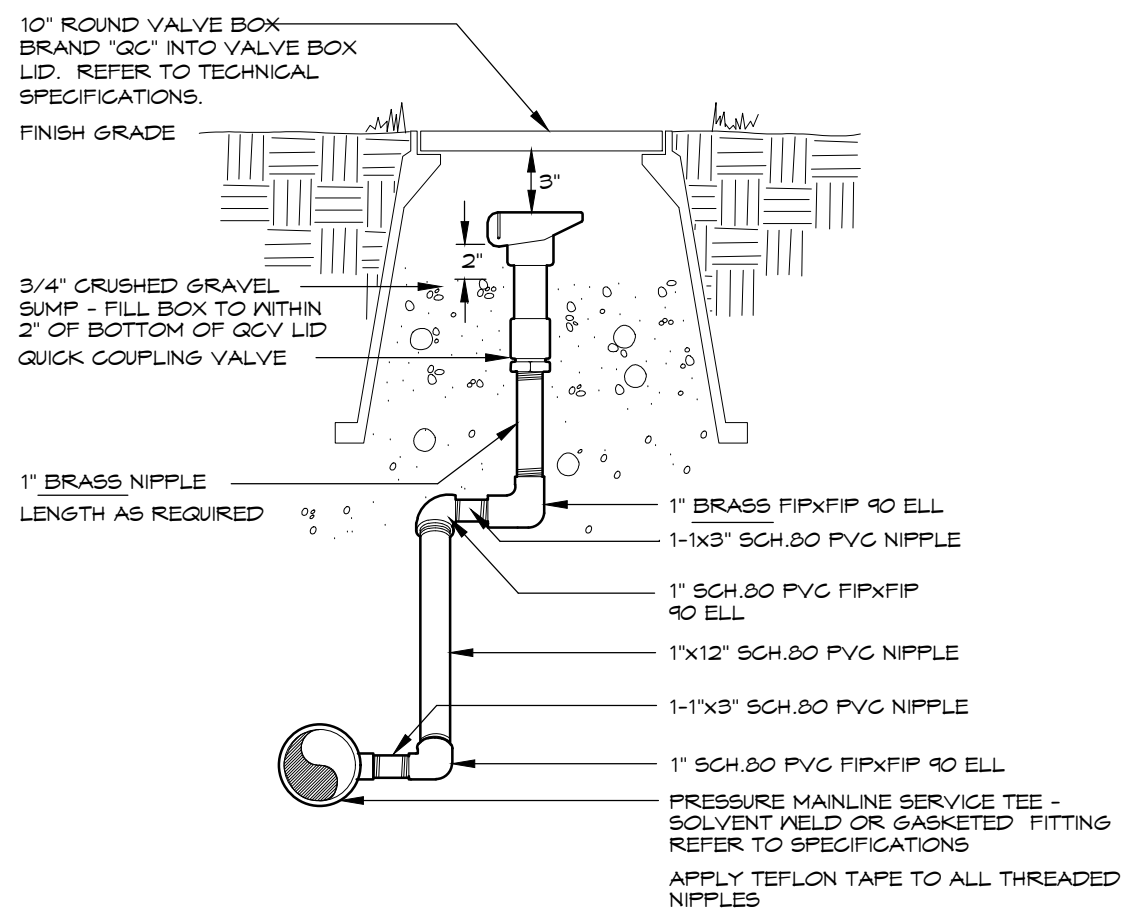


10275 West 55th Avenue
Arvada, Colorado 80033

IRRIGATION DETAILS

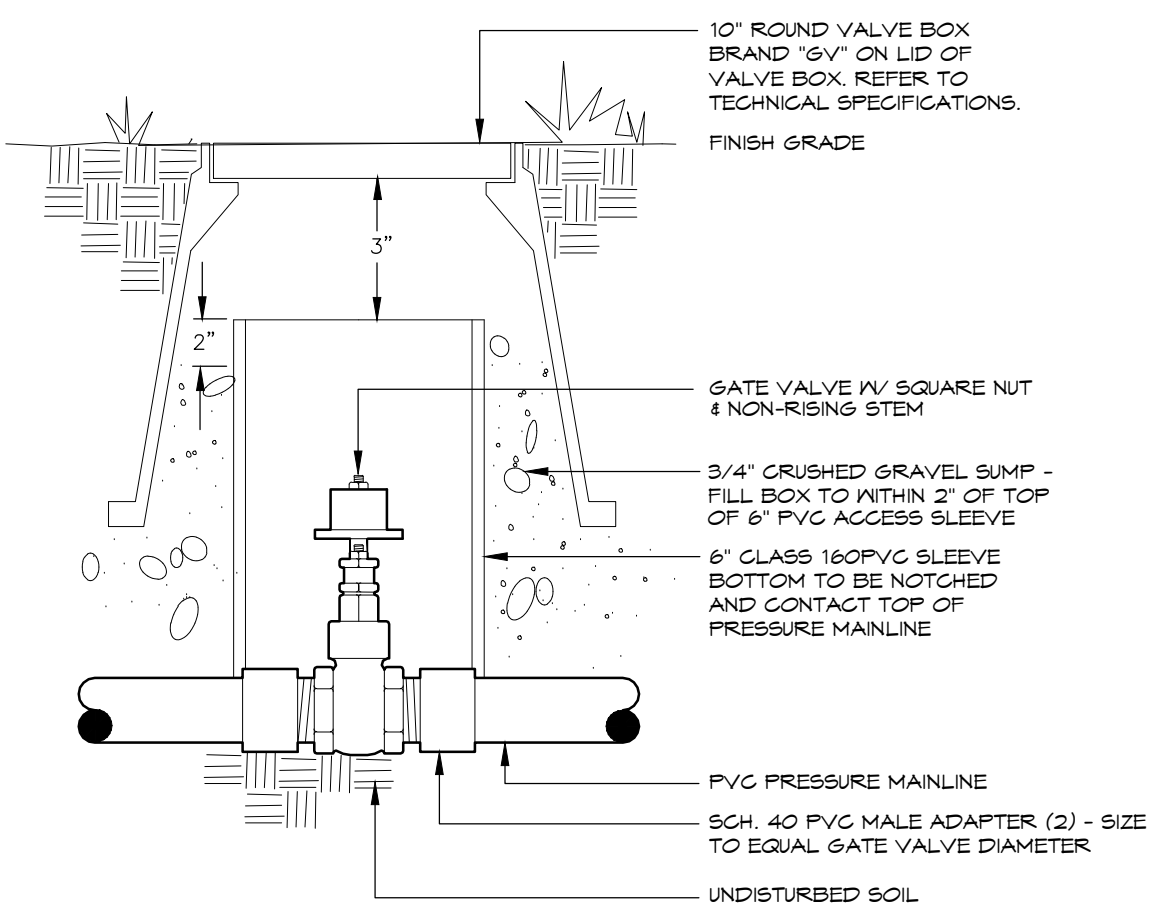
IR2.0





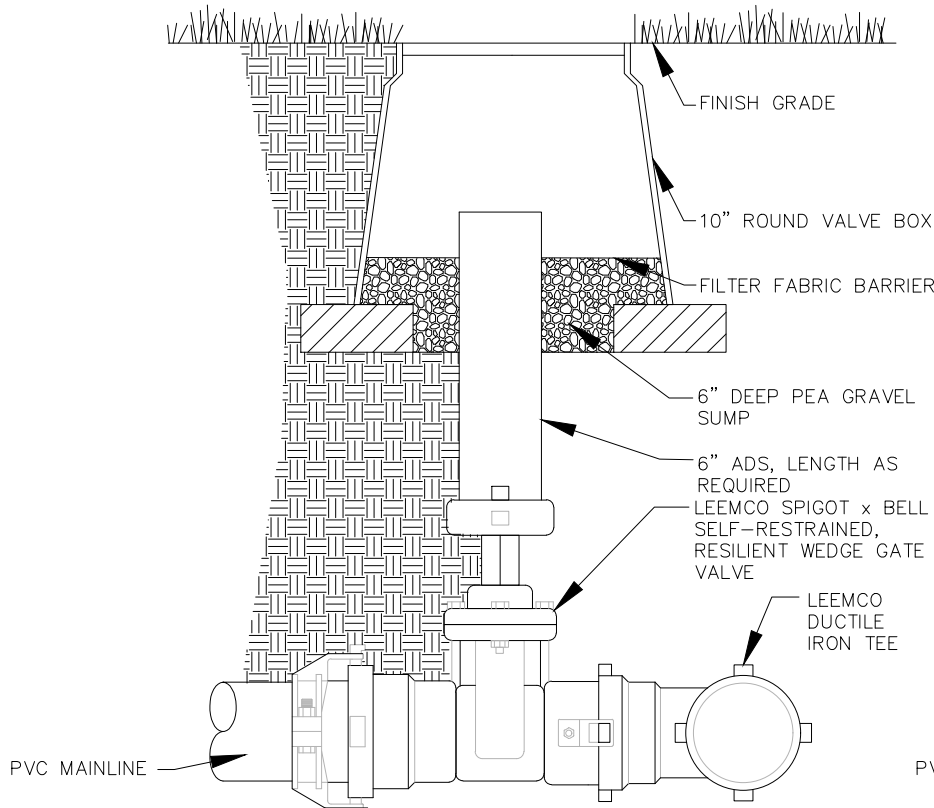
QUICK COUPLING VALVE

8



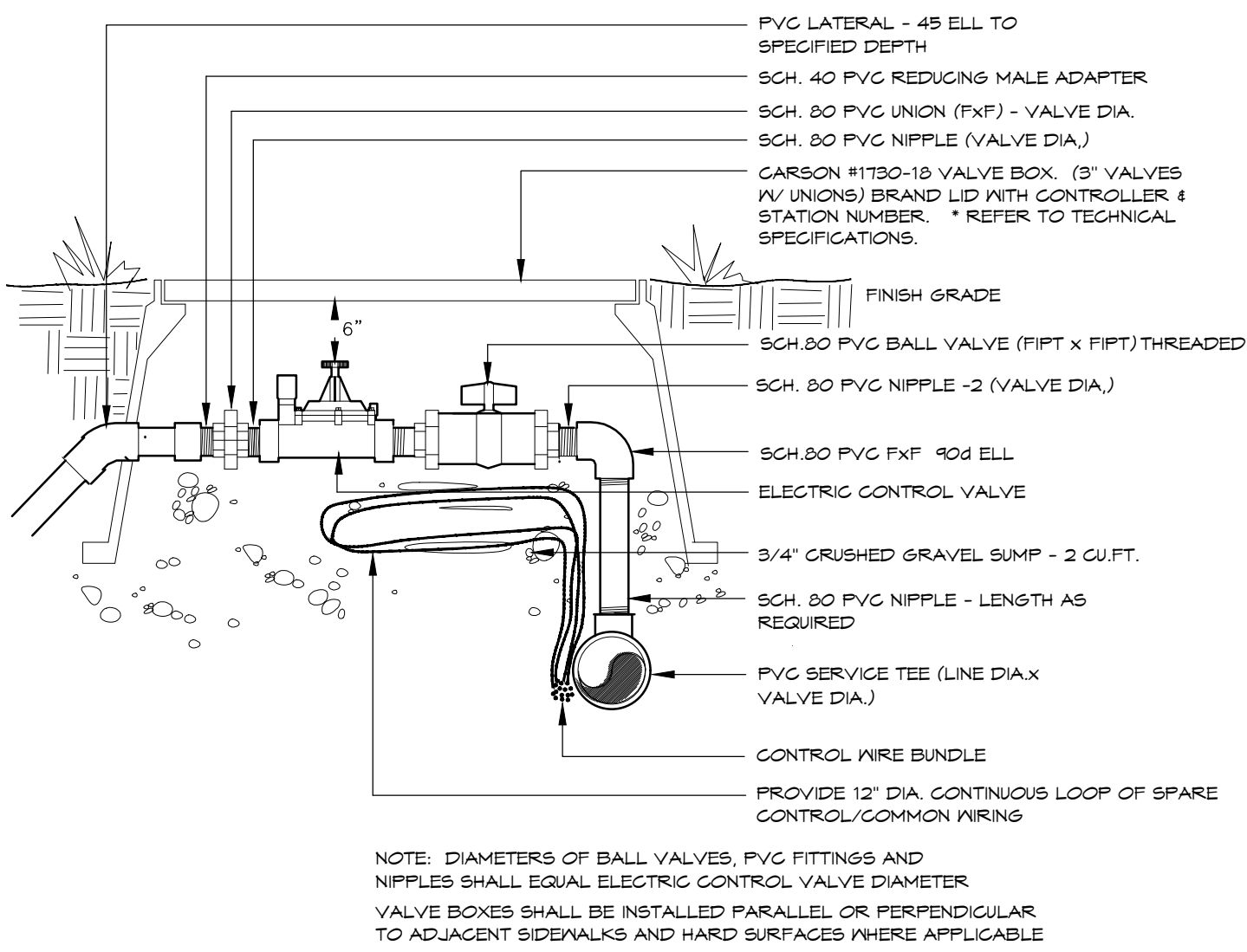
GATE VALVE
2" and SMALLER

9



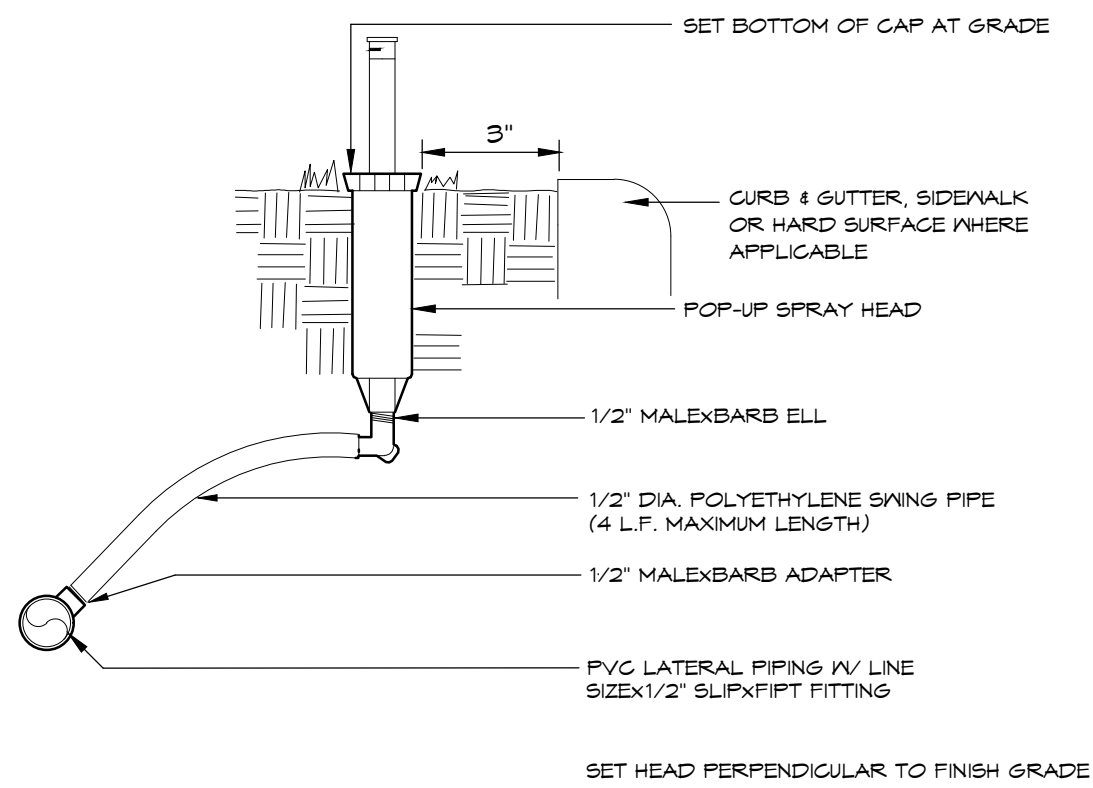
ISOLATION VALVE
2 1/2" and LARGER

10



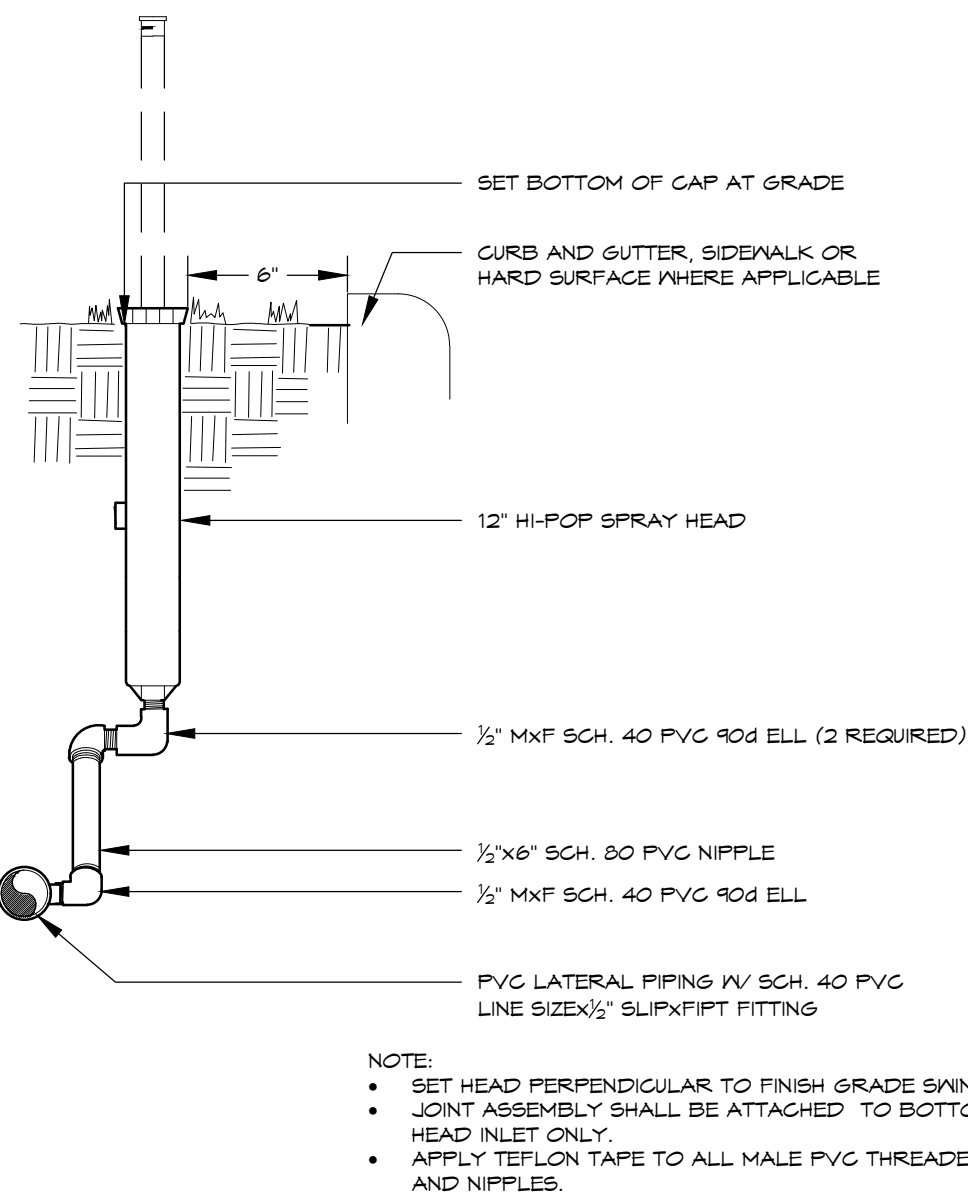
ELECTRIC CONTROL VALVE

11



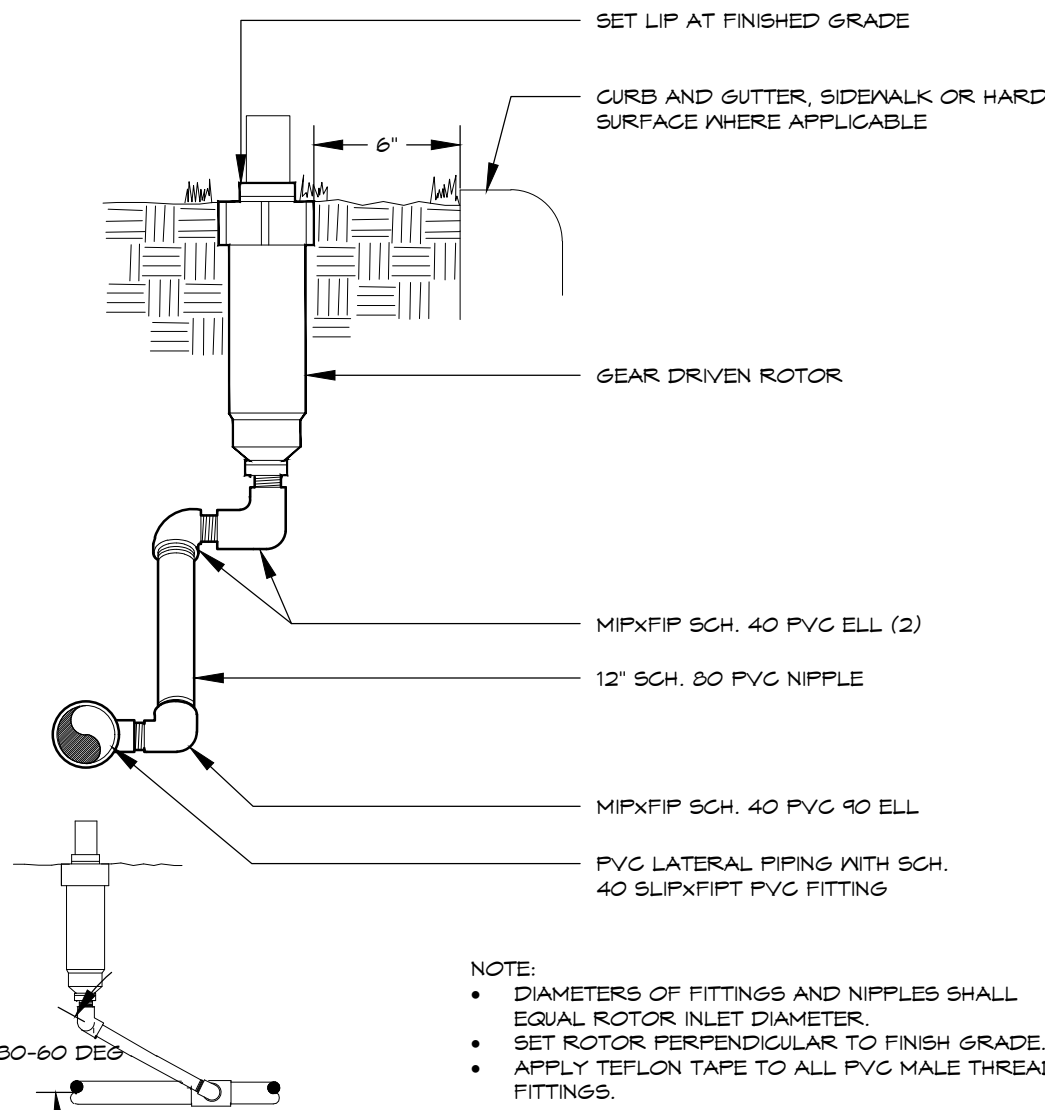
POP-UP SPRAY HEAD

12



HI-POP SPRAY HEAD

13



GEAR DRIVEN ROTOR

14

REFER TO SHEET

IR1.0	IRRIGATION NOTES & SCHEDULE
IR1.1	IRRIGATION PLAN -BASE BID
IR1.2	IRRIGATION PAN -BID ALTERNATES
IR2.0-IR2.1	IRRIGATION DETAILS

DHM DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN

900 South Broadway, Suite 300
Denver, CO 80209 | 303.892.5566

THIS DOCUMENT IS THE PROPERTY OF DHM DESIGN CORP. THE IDEAS AND DESIGN INCORPORATED ON THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF DHM DESIGN CORP.



Arvada Holistic Health and Fitness Park

10275 West 55th Avenue
Arvada, Colorado 80033

PROJECT NUMBER: 17051.00 DATE: 12-14-2022

DESIGNED: KJD
DRAWN: KJD
CHECKED: JSB

REVISIONS:

JOB DESCRIPTION:
FINAL
DEVELOPMENT PLAN

IRRIGATION DETAILS

SCALE: NTS
SHEET NUMBER:

IR2.1

EXHIBIT B
AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
ARROW-J LANDSCAPE AND DESIGN, INC. FOR THE CONSTRUCTION OF
HOLISTIC HEALTH AND FITNESS PARK, PROJECT NO. 23-VCN-027, IN AN
AMOUNT NOT TO EXCEED \$3,172,370.00

BID BOND

We, the undersigned Arrow-J Landscape and Design, Inc., 909 East 68th Avenue, Denver, CO 80229 as Principal, and Hartford Accident and Indemnity 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%) 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. 23-VCN-027 - Health, Holistic and Fitness Park

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 18th day of May, 2023, 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: Arrow-J Landscape and Design, Inc.

Address: 909 East 68th Avenue, Denver, CO 80229

By: Tim Ryan

Title: President

Digitally signed by Tim Ryan
DN: C=US, E=timryan@arrowj.com, O=AJL, OU=Arrow J
Landscape and Design, Inc., CN=Tim Ryan
Date: 2023.05.17 13:18:51-0800

SURETY

Hartford Accident and Indemnity Company

One Hartford Plaza, Hartford, CT 06155 - 0001

By: Nicole L. McCollam

Title: Nicole L. McCollam, Attorney-in-Fact

Attorney-in-Fact:

Nicole L. McCollam
(SEAL)



Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City.



1705 17th Street, Suite 100
Denver, CO 80202
(303) 534-4567

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC

Agency Code: 34-340140

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Jennifer L. Clampert, Amy Coonts, David Dondlinger, Michael Lischer Jr., Ashlea McCaughey, Nicole L. McCollam, Lindsey Minutillo, Brandi J. Tetley, Danielle Waring of DENVER, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

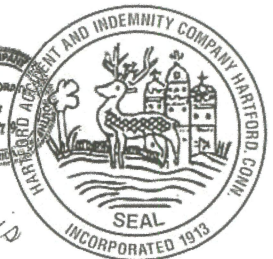


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 18, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SURETY BOND DIGITAL SEAL

The Hartford Financial Services Group, Inc.

To Our Valued Partners:

In efforts of continuing business during the pendency of the COVID-19 pandemic, The Hartford has authorized its Attorneys-in-Fact to affix the electronic corporate seal in a digital format, in lieu of its traditional raised seal to any bond document issued on its behalf by any such Attorney-in-Fact.

The Hartford agrees and affirms that the digital corporate seal affixed to any bond document is equivalent to its raised corporate seal had it been affixed to the bond document itself.

Effective this 30th day of March, 2020.

The Hartford



Shelby Wiggins, Assistant Secretary

The Hartford Financial Services Group, Inc.
P.O. Box 958461
Lake Mary, FL 32795

P: 888-656-0817

F: 877-257-2166

www.thehartford.com/bond

www.thehartford.com

www.facebook.com/thehartford

www.twitter.com/thehartford

BID PROPOSAL

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

FROM: Arrow J Landscape & Design, Inc.

(hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado doing business as (a corporation), ~~(a partnership)~~, ~~(an individual)~~.

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. 23-VNC-027 entitled Heath Holistic Fitness Park 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
Initials: TR

Bidder states that his:

Major Material Suppliers are:

Arkins Park Stone Corporation

DBC

Hocim

Material They Will Supply

Boulders

Irrigation Parts

Concrete Supply

Major Subcontractors are:

C&R Electric

Kuhn Construction

ID Sculpture

Work They Will Perform

Electrical

Earthwork, Grading

Play Equipment

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **120** 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 July 1, 2023. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

Base Bid TOTAL BID \$ 2,761,635

SUBMITTED BY:

Total w/ all alternates \$ 4,120,410

Company Name: Arrow J Landscape & Design, Inc.

Contact Names: Tim Ryan, Gary Olson

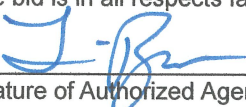
Address: 909 E. 68th Ave., Denver, CO 80229

Phone: (303) 289-4388

Email(s): tryan@arrowj.com golson@arrowj.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: 

Signature of Authorized Agent

Tim Ryan

Typed/Printed Name of Agent

5/18/23

Date

President

Title of Agent

84-081237

FEIN

tryan@arrowj.com

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.

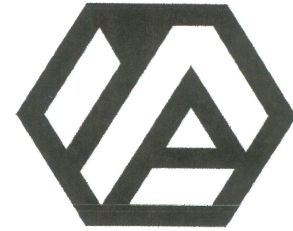
Project Title:

Use attached excel file.

Project No.

Project Engineer:

Project Date:



BID SCHEDULE

Contractor: _____

Address, City, Zip: _____

Telephone: _____ Bid Prepared By: _____

M&P	ITEM	TOTAL Quantity	Unit	Unit Cost	Extension
PIPE					
1			LF		
2			LF		
3			LF		
4			LF		
5			LF		

INCIDENTALS & ADD'L TASK ORDERS ALLOWED UPON ALLOCATION OF ADD'L FUNDING

6			EA		
7			EA		
8			EA		
9			EA		

PRORATA

10	SC-C-2,3	Citizen Notification	1.00	LS		
11	3. 46	Traffic Control	1.00	LS		
	SC-B-5					
12	3.49	Mobilization	1.00	LS		

REVISIONS, ADDITIONS

13						
----	--	--	--	--	--	--

TOTAL BID \$ _____

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- X] Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, Performance Measures Form, and any other attachments requested.
-] Submit implementation timeline and warranties, 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, have been considered in your proposal:

#1 TR #2 _____ #3 _____

REFERENCES:

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

Name: Design Concepts Contact Person: Carol Henry

Address: 211 North Public Rd., Lafayette, CO 80026

Telephone No: (303) 664-5301 Email: CarolH@dcla.net

Describe type of work/service performed or items supplied: Landscape Architect and Client Representative on
on many park projects that we have built.

Name: Hyland Hills Park & Recreation District Contact Person: Terry Barnhardt

Address: 8801 N Pecos St., Federal Heights, CO 80260

Telephone No: 303-428-7488 Email: TBarnhart@hylandhills.org

Describe type of work/service performed or items supplied: Client Representative on many projects that we have
built.

Name: City of Broomfield Contact Person: Ronda Jo Ackerman Alford

Address: One Descombes Drive, Broomfield, CO 80020

Telephone No: (303) 464-5807 Email: ralford@broomfield.org

Describe type of work/service performed or items supplied: CIP Project Manager on many projects that we have
built.

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. City has bid schedule and payment items are either lump sum or unit price.

2. Unit Price items will be counted as constructed.

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. A Construction schedule will be provided at preconstruction meeting.

2. Construction schedule will be updated weekly.

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. Construction will be supervised to our quality control.

2. Construction quality will be monitored by City Inspector & Consultants.

(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. All BMP efforts will be used to construct the project for all trades.

2. Arrow J has a paperless goal and all electronic methods will be utilized as possible.

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.

BID SCHEDULE

City of Arvada: Project No. GSB-23-VCN-027 - Arvada Holistic Health & Fitness Park

Contractor: Arrow J Landscape & Design, Inc.

Address, City, 909 E. 68th Ave. Denver, CO 80229

1. Contractor to submit bids for all items, failure to do so will render bid non-responsive. On lump sum items, provide total price on item; on unit price bid items, provide the unit price and the extended amount of the bid.
2. If no bid item existing for a portion of the work, include the costs in a related bid item. Contractor to provide a bid for a fully completed project.
3. In case of error in the extension of unit prices, unit price governs. In case of error in summation, the total of the corrected bid amount governs.

BASE BID ITEMS

Item No.	M&P No.	Description	Est. Qty.	Unit	Unit Price	Extension
1	SC-31.01	Mobilization/General Conditions	1	LS	Lump Sum	\$189,000.00
2	SC-31.02	Erosion Control	1	LS	Lump Sum	\$51,100.68
3	SC-31.03	Construction Surveying & Staking	1	LS	Lump Sum	\$10,060.00
4	SC-31.04	Traffic Control	1	LS	Lump Sum	\$2,905.00
5	SC-31.05	Tree Protection	60	LF	\$ 4.00	\$240.00
6	SC-31.06	Clearing & Grubbing	1	LS	Lump Sum	\$7,700.00
7	SC-31.07	Miscellaneous Demolition	1	LS	Lump Sum	\$69,247.00
8	SC-31.08	Site Grading & Earthwork	1	LS	Lump Sum	\$351,300.00
9	SC-31.09	Concrete Paving (Walks & Plaza Areas)	13,750	SF	\$ 11.57	\$159,087.50
10	SC-31.10	Asphalt Patch Back (Parking Lot)	120	SF	\$ 31.87	\$3,824.40
11	SC-31.11	Flagstone Pavers	50	SF	\$ 27.56	\$1,378.00
12	SC-31.12	Concrete Paver Kit (Labyrinth)	1	LS	Lump Sum	\$55,725.00
13	SC-31.13	Parking Lot Striping	1	LS	Lump Sum	\$5,780.00
14	SC-31.14	Structural Concrete (Stairs)	1	LS	Lump Sum	\$28,200.00
15	SC-31.15	Boulder Retaining Walls	450	LF	\$ 316.50	\$142,425.00
16	SC-31.16	Feature Boulder (Center Labyrinth)	1	EA	\$ 3,050.00	\$3,050.00
17	SC-31.17	Landscape Boulder	13	EA	\$ 800.00	\$10,400.00
18	SC-31.18	Concrete Edger (6"x6")	151	LF	\$ 26.00	\$3,926.00
19	SC-31.19	Site Lighting System	1	LS	Lump Sum	\$267,800.00
20	SC-31.20	Benches	12	EA	\$ 2,627.00	\$31,524.00
21	SC-31.21	Trash Receptacle	7	EA	\$ 2,000.00	\$14,000.00
22	SC-31.22	Picnic Table	4	EA	\$ 2,180.00	\$8,720.00
23	SC-31.23	Bike Rack	6	EA	\$ 1,500.00	\$9,000.00
24	SC-31.24	Pet Station	3	EA	\$ 1,360.00	\$4,080.00
25	SC-31.25	Handrail	64	LF	\$ 1,356.00	\$86,784.00
26	SC-31.26	3-Rail Wood Fence	65	LF	\$ 63.50	\$4,127.50
27	SC-31.27	Parking Lot Signage	1	LS	Lump Sum	\$1,250.00
28	SC-31.28	Shade Shelter - Large	1	LS	Lump Sum	\$278,260.00
29	SC-31.29	Shade Shelter - Small	1	LS	Lump Sum	\$252,730.00
30	SC-31.30	Entry Monument	1	LS	Lump Sum	\$47,300.00
31	SC-31.31	Bluegrass Sod w/ Soil Prep	22,460	SF	\$ 1.37	\$30,770.20
32	SC-31.32	Native Seeding w/ Hydromulch	75,182	SF	\$ 0.46	\$34,583.72
33	SC-31.33	Soil Preparation - Shrub Bed	1,850	SF	\$ 2.07	\$3,829.50
34	SC-31.34	Deciduous Shade Tree	17	EA	\$ 715.00	\$12,155.00
35	SC-31.35	Deciduous Ornamental Tree	25	EA	\$ 500.00	\$12,500.00
36	SC-31.36	Evergreen Tree	11	EA	\$ 1,030.00	\$11,330.00
37	SC-31.37	Deciduous Shrub	42	EA	\$ 55.50	\$2,331.00
38	SC-31.38	Evergreen Shrub	29	EA	\$ 88.00	\$2,552.00
39	SC-31.39	Ornamental Grass	133	EA	\$ 20.00	\$2,660.00

40	SC-31.40 Perennial	241	EA	\$ 19.50	\$4,699.50
41	SC-31.41 Complete Irrigation System	1	LS	Lump Sum	\$192,300.00
42	Minor Contract Revisions	1	LS	Lump Sum	\$351,000.00

TOTAL BASE BID	\$2,761,635.00
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BID ALTERNATE ITEMS

BID ALTERNATE #1

1	SC-32.01 Reflexology Path Sitework and Hardscape	1	LS	Lump Sum	\$42,700.00
2	SC-32.02 Reflexology Path Planting & Irrigation	1	LS	Lump Sum	\$7,660.00
3	SC-32.03 Nature Play Area Sitework and Hardscape	1	LS	Lump Sum	\$164,500.00
4	SC-32.04 Nature Play Area Site Lighting	1	LS	Lump Sum	\$5,065.00
5	SC-32.05 Nature Play Area Site Furnishings and Misc.	1	LS	Lump Sum	\$176,000.00
6	SC-32.06 Upper Landscape Area Sitework and Hardscape	1	LS	Lump Sum	\$7,150.00
7	SC-32.07 Upper Landscape Area Planting & Irrigation	1	LS	Lump Sum	\$15,050.00
8	SC-32.08 Upper Landscape Area Site Furnishings and Misc.	1	LS	Lump Sum	\$11,135.00
9	SC-32.09 Crusher Fines Trail Sitework and Hardscape	1	LS	Lump Sum	\$34,250.00
10	SC-32.10 Crusher Fines Trail Site Lighting	1	LS	Lump Sum	\$8,750.00
11	SC-32.11 Crusher Fines Trail Site Furnishings and Misc.	1	LS	Lump Sum	\$24,400.00
12	SC-32.12 East Sidewalk Sitework and Hardscape	1	LS	Lump Sum	\$35,220.00
13	SC-32.13 Kipling Street Connection Sitework and Hardscape	1	LS	Lump Sum	\$130,900.00
14	SC-32.14 Kipling Street Connection Site Lighting	1	LS	Lump Sum	\$18,705.00
15	SC-32.15 Kipling Street Connection Site Furnishings and Misc.	1	LS	Lump Sum	\$154,400.00

TOTAL BID ALTERNATE #1	\$835,885.00
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BID ALTERNATE #2

1	SC-33.01 Upper Retaining Wall Sitework and Hardscape	1	LS	Lump Sum	\$226,975.00
2	SC-33.02 Upper Retaining Wall Site Furnishings and Misc. Items	1	LS	Lump Sum	\$7,775.00
3	SC-33.03 Outdoor Classroom Sitework and Hardscape	1	LS	Lump Sum	\$176,300.00
4	SC-33.04 Outdoor Classroom Earthwork & Drainage	1	LS	Lump Sum	\$11,275.00
5	SC-33.05 Outdoor Classroom Planting & Irrigation	1	LS	Lump Sum	\$26,300.00
6	SC-33.06 Restroom Enclosure Sitework and Hardscape	1	LS	Lump Sum	\$5,345.00
7	SC-33.07 Restroom Enclosure Site Structure	1	LS	Lump Sum	\$50,400.00

TOTAL BID ALTERNATE #2	\$504,370.00
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BID ALTERNATE #3

1	SC-34.01 Welded-Wire Mesh (Concrete Paving)	1	LS	Lump Sum	\$18,520.00
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TOTAL BID ALTERNATE #3	\$18,520.00
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AEC9903

CONTRACTOR'S LICENSE

CONTRACTOR - BUILDING

Contractor Information:

ARROW J LANDSCAPE AND DESIGN
909 E 68TH AVE
DENVER CO 80229

License Information:

Expiration: 7/6/2023

Authorized Signer's: TIM RYAN,CEO, TODD KNAPP, HAMILTON WHALEY, SCOTT BORGER,VP

License Grades: LIMITED



Justin Clark
Chief Building Official

Contractor's Responsibilities:

Arvada City Code Sec. 18-72. Responsibilities. All licensees shall be responsible for any work requiring a permit under the provisions of this chapter, without limitation to the items as herein listed to:

- (a) Provide generally recognized safety measures and equipment to protect laborers and the public in general;
- (b) Present the required city license card when required by the building official or the building official's authorized representative;
- (c) Inform the building inspection division promptly of any change in licensee's address or telephone number;
- (d) Obtain a permit when the same is required;
- (e) Provide correct and honest factual information on all applications for permits;
- (f) Pay all fees assessed under authority of this chapter and other city regulations and to accurately inform the customer of the exact permit fee and other costs associated with obtaining a permit;
- (g) Construct without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the building inspection division and permit issued for same unless changes are approved by the building inspection division;
- (h) Perform the activity authorized by a permit in a proficient, workmanlike manner consistent with acceptable building practices;
- (i) Complete all work authorized by the permit issued under the authority of this chapter unless good cause is proved;
- (j) Notify the building official when work is ready for inspection, and provide access to and means for the inspection, or if access to the work has been denied by the property owner, to comply with the requirements of section 18-33(c);
- (k) Obtain all required inspections and special inspections when the same are required by this chapter;
- (l) Take all reasonable actions to assist the building inspection division in ensuring that all inspections, including a final inspection, are completed before the expiration of the building permit. This includes, but is not limited to, ensuring that work subject to inspection is not concealed by subsequent work, assisting in making timely arrangements for inspections so that approvals may be completed before a permit expires, and engaging in timely and continuing communications with the division concerning the inspection process until a final inspection is completed and the permit is closed;
- (m) Obtain a final inspection and approval, a certificate of completion, a temporary certificate of occupancy, or a certificate of occupancy, when required, upon completion of the work authorized by the licensee's permit;
- (n) Keep streets and sidewalks that are adjacent to construction sites and open to the public traffic free of obstructions, construction materials, equipment, debris, mud, dirt or any other material that may be a hindrance or hazard to vehicular or pedestrian traffic;
- (o) Observe and conform to all of the rules and regulations governing construction and land use in the city; and
- (p) Comply with all orders, conditions, and restrictions issued by written order of the building official or the Board.



arrow - j landscape & design, inc
909 East 68th Avenue
Denver, CO 80229

(303) 289-4388
Fax (303) 289-4363

To:	City Of Arvada	Contact:	Enessa Jones
Address:	8101 Ralston Road, PO Box 8101 Arvada, CO 80001-8101	Phone:	720-898-7000
		Fax:	720-898-7401
Project Name:	Arvada Health, Holistic And Fitness Park	Bid Number:	
Project Location:	10375 West 55th Ave., Arvada, CO	Bid Date:	6/20/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization/General Conditions	1.00	LS	\$189,000.00	\$189,000.00
2	Erosion Control	1.00	LS	\$51,100.68	\$51,100.68
3	Construction Surveying And Staking	1.00	LS	\$10,060.00	\$10,060.00
4	Traffic Control	1.00	LS	\$2,905.00	\$2,905.00
5	Tree Protection	60.00	LF	\$4.00	\$240.00
6	Clearing & Grubbing	1.00	LS	\$7,700.00	\$7,700.00
7	Misc. Demolition	1.00	LS	\$69,247.00	\$69,247.00
8	Site Grading & Earthwork	1.00	LS	\$351,300.00	\$351,300.00
9	Concrete Paving (Walks & Plaza Areas)	13,750.00	SF	\$11.57	\$159,087.50
10	Asphalt Patch Back (Parking Lot)	120.00	SF	\$31.87	\$3,824.40
11	Flagstone Pavers	50.00	SF	\$27.56	\$1,378.00
12	Concrete Paver Kit (Labyrinth)	1.00	LS	\$55,725.00	\$55,725.00
13	Parking Lot Striping	1.00	LS	\$5,780.00	\$5,780.00
14	Structural Concrete (Stairs)	1.00	LS	\$28,200.00	\$28,200.00
15	Boulder Retaining Walls	450.00	LF	\$316.50	\$142,425.00
16	Feature Boulder (Center Labyrinth)	1.00	EACH	\$3,050.00	\$3,050.00
17	Landscape Boulder	13.00	EACH	\$800.00	\$10,400.00
18	Concrete Edger (6"x6")	151.00	LF	\$26.00	\$3,926.00
19	Site Lighting System	1.00	LS	\$267,800.00	\$267,800.00
20	Benches	12.00	EACH	\$2,627.00	\$31,524.00
21	Trash Receptacles	7.00	EACH	\$2,000.00	\$14,000.00
22	Picnic Tables	4.00	EACH	\$2,180.00	\$8,720.00
23	Bike Rack	6.00	EACH	\$1,500.00	\$9,000.00
25	Handrail	64.00	LF	\$1,356.00	\$86,784.00
26	3-Rail Wood Fence	65.00	LF	\$63.50	\$4,127.50
27	Parking Lot Signage	1.00	LS	\$1,250.00	\$1,250.00
28	Shade Shelter- Large	1.00	LS	\$188,800.00	\$188,800.00
29	Shade Shelter- Small	1.00	LS	\$160,500.00	\$160,500.00
30	Entry Monument	1.00	LS	\$47,300.00	\$47,300.00
31	Bluegrass Sod W/ Soil Prep	22,460.00	SF	\$1.37	\$30,770.20
32	Native Seeding W/ Hydromulch	75,182.00	SF	\$0.46	\$34,583.72
33	Soil Preparation- Shrub Bed	1,850.00	SF	\$2.07	\$3,829.50
34	Deciduous Shade Tree	17.00	EACH	\$715.00	\$12,155.00
35	Deciduous Ornamental Tree	25.00	EACH	\$500.00	\$12,500.00
36	Evergreen Tree	11.00	EACH	\$1,030.00	\$11,330.00
37	Deciduous Shrub	42.00	EACH	\$55.50	\$2,331.00
38	Evergreen Shrub	29.00	EACH	\$88.00	\$2,552.00
39	Ornamental Grass	133.00	EACH	\$20.00	\$2,660.00
40	Perennial & Medicinal Plants #1	241.00	EACH	\$19.50	\$4,699.50
41	Complete Irrigation System	1.00	LS	\$192,300.00	\$192,300.00
43	Reflexology Path Sitework And Hardscape	1.00	LS	\$42,700.00	\$42,700.00
44	Reflexology Path Planting And Irrigation	1.00	LS	\$7,660.00	\$7,660.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
45	Nature Play Area Sitework And Hardscape	1.00	LS	\$164,500.00	\$164,500.00
46	Nature Play Area Site Lighting	1.00	LS	\$5,065.00	\$5,065.00
47	Nature Play Area Site Furnishings And Misc.	1.00	LS	\$176,000.00	\$176,000.00
48	Upper Landscape Area Sitework And Hardscape	1.00	LS	\$7,150.00	\$7,150.00
49	Upper Landscape Area Planting And Irrigation	1.00	LS	\$15,050.00	\$15,050.00
50	Upper Landscape Area Site Furnishings And Misc.	1.00	LS	\$11,135.00	\$11,135.00
51	Crusher Fines Trail Sitework And Hardscape	1.00	LS	\$34,250.00	\$34,250.00
52	Crusher Fines Trail Site Lighting	1.00	LS	\$8,750.00	\$8,750.00
53	Crusher Fines Trail Site Furnishings And Misc.	1.00	LS	\$24,400.00	\$24,400.00
54	East Sidewalk Sitework And Hardscape	1.00	LS	\$35,220.00	\$35,220.00
58	Upper Retaining Wall Sitework And Hardscape	1.00	LS	\$226,975.00	\$226,975.00
59	Upper Retaining Wall Site Furnishings And Misc.	1.00	LS	\$7,775.00	\$7,775.00
60	Outdoor Classroom Sitework And Hardscape	1.00	LS	\$176,300.00	\$176,300.00
61	Outdoor Classroom Earthwork & Drainage	1.00	LS	\$11,275.00	\$11,275.00
62	Outdoor Classroom Planting And Irrigation	1.00	LS	\$26,300.00	\$26,300.00
64	Split Arch Boulder- Substitute For Paradise Boulder	1.00	LS	(\$33,000.00)	(\$33,000.00)
Total Price for above Items:					\$3,172,370.00

Total Bid Price: \$3,172,370.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Arrow J Landscape & Design, Inc.

Authorized Signature: _____

Estimator: Gary Olson
303-289-4388 x213 golson@arrowj.com



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-067, A Resolution Authorizing a Master Reseller Agreement Between the City of Arvada and OneNeck Solutions, LLC D/B/A OneNeck IT Solutions for Equipment, Installation, and Support of a City-Wide Data Storage System in an Amount not to Exceed \$1,533,420.37 in the First Year

Report in Brief

The Information Technology department requests a replacement of hardware and software of the HPE SimpliVity Storage solution, which currently provides data storage for the City. This replacement will give the City the increased storage the City needs to grow and replace our end-of-life hardware.

The Arvada Team recommends that the City Council approve R23-067, A Resolution Authorizing a Master Reseller Agreement Between the City of Arvada and OneNeck Solutions, LLC D/B/A OneNeck IT Solutions for Equipment, Installation, and Support of a City-Wide Data Storage System in an Amount not to Exceed \$1,533,420.37 in the First Year.

Financial Impact

The replacement of Equipment, Installation, and Support will be in the amount not to exceed \$1,533,420.37 and is a one-time cost.

Account number 52.560011.54006, Technology Replacement Fund

Background

The City of Arvada purchased the Hyperconverged Infrastructure (HCI) storage system in 2013 and upgraded it in 2018. This system currently provides and maintains the majority of data storage for the City but is quickly reaching the end of life on hardware and support. While this system is one of three data storage methods utilized by the City, staff intends to combine all three storage systems into one system in order to increase efficiency.

Discussion

With the current system quickly approaching end of life status, City staff decided to replace the system in order to avoid any technical difficulties and reliability issues that may occur due to operating on an outdated system. City staff evaluated three potential systems in terms of scalability, availability, security, backup and recovery, cost-effectiveness, and guaranteed service level agreements. Based on this criteria, City staff determined that the Infinidat Dual F4306 is the most appropriate solution for the City's needs because the system has adjustable storage capacity, built-in redundancy, a 100% uptime guarantee, a ransomware guarantee, the ability to integrate with the City's current backup system, and other desirable cybersecurity features. Following this determination, City staff received sole source approval for the system in accordance with the City's Purchasing Ordinance.

In order to purchase the Infinidat system, the City must contract with a value-added reseller ("VAR"). A VAR is an entity that pieces together hardware and software components in specific configurations to satisfy the needs of customers. In this instance, the City will be contracting with OneNeck Solutions ("OneNeck"). OneNeck is a unique VAR in that they have expert resources on multiple systems instead of only offering one type of system. They are the only reseller of the Infinidat in Colorado and also have sales and technical resources available in the Denver Metro area. Under the City's agreement with OneNeck, OneNeck will be coordinating the ordering of the various hardware and software components that will comprise the

SUBJECT: R23-067, A Resolution Authorizing a Master Reseller Agreement Between the City of Arvada and OneNeck Solutions, LLC D/B/A OneNeck IT Solutions for Equipment, Installation, and Support of a City-Wide Data Storage System in an Amount not to Exceed \$1,533,420.37 in the First Year

PAGE: 2
ITEM: 8.A.5.

City's new data storage system. Delivery and installation will be provided either by the equipment manufacturers or City staff, as appropriate. The term of the agreement is for five years with a first year total value not to exceed \$1,533,420.37.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

n/a

Strategic Alignment

This action supports the City Council Strategic Plan Priority Area Operational Effectiveness in the Innovation Technology Management Department.

Alternative Courses of Action

n/a

Recommendation for Action

The Arvada team recommends that the City Council approve A Resolution Authorizing a Master Reseller Agreement Between the City of Arvada and OneNeck Solutions, LLC D/B/A OneNeck IT Solutions for Equipment, Installation, and Support of a City-Wide Data Storage System in an Amount not to Exceed \$1,533,420.37 in the First Year .

Suggested Motion:

I move that R23-067, A Resolution Authorizing a Master Reseller Agreement Between the City of Arvada and OneNeck Solutions, LLC D/B/A OneNeck IT Solutions for Equipment, Installation, and Support of a City-Wide Data Storage System in an Amount not to Exceed \$1,533,420.37 in the First Year, be (approved) (rejected).

Prepared by:

Erin Green, Technology Infrastructure and Operations Manager

Reviewed by:

Approved by:

Craig Poley, Chief Information Officer 6/26/2023

Bryan Archer, Director of Finance 6/29/2023

Rachel Morris, City Attorney 7/5/2023

Linda Haley, Deputy City Manager 7/5/2023

Lorie Gillis, City Manager 7/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-067

A RESOLUTION AUTHORIZING A MASTER RESELLER AGREEMENT BETWEEN THE CITY OF ARVADA AND ONENECK IT SOLUTIONS, LLC D/B/A ONENECK IT SOLUTIONS FOR EQUIPMENT, INSTALLATION, AND SUPPORT OF A CITY-WIDE DATA STORAGE SYSTEM IN AN AMOUNT NOT TO EXCEED \$1,533,420.37 IN THE FIRST YEAR

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 Master Reseller Agreement, which is in substantially the same form as attached hereto, by and between the City of Arvada and OneNeck IT Solutions, LLC d/b/a OneNeck IT Solutions for equipment, installation, and support of a city-wide data storage system in an amount not to exceed \$1,533,420.37 in the first year.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

MASTER RESELLER AGREEMENT BETWEEN THE CITY OF ARVADA AND ONENECK IT SOLUTIONS, LLC D/B/A ONENECK IT SOLUTIONS FOR EQUIPMENT, INSTALLATION, AND SUPPORT OF A CITY-WIDE DATA STORAGE SYSTEM IN AN AMOUNT NOT TO EXCEED \$1,533,420.37 IN THE FIRST YEAR

THIS MASTER RESELLER AGREEMENT (“Agreement”) is hereby entered into as of the date of Arvada’s signature below, which shall occur within a reasonable time following the July 17, 2023 Arvada City Council meeting (“**Effective Date**”) by and between OneNeck IT Solutions LLC d/b/a OneNeck IT Solutions, a Delaware limited liability company, with a principal place of business at 525 Junction Road, Madison, WI 53717 (“**Company**” or “**OneNeck**”) and City of Arvada, whose principal place of business is located at 8101 Ralston Road, Arvada, CO 80002 (“**Client**” or “**Arvada**”). Company and Client may hereinafter be collectively referred to as the “**Parties**”, each a “**Party**”.

1. RECITALS AND PURPOSE.

1.1 Arvada requires a qualified entity to provide, install, maintain, and support a complete Enterprise Storage System (the “**Work**”). The Enterprise Storage System will provide critical on-premise storage of City data along with data management functions. The Enterprise Storage System is comprised of HPE DL360 G10+ servers, fiber channel switches, and the Infinidat Dual F4306 system.

1.2 Arvada’s current data storage system is outdated and requires replacement in order for Arvada to maintain its data security, availability, and accessibility.

1.3 Company has extensive experience in reselling the Work. Company is a unique value-added reseller in that it has technical resources located in the Denver metro area, offers several options for Enterprise Storage Systems, and is the only reseller of Infinidat in Colorado. On or about March 31, 2023 Company submitted the following quotes in response to Arvada’s request: Quote #145712-2 Infinidat Dual F4306, Quote#145719-1 Fiber Channel Switches, and Quote# 146299-3 HPE DL G10+ Servers (collectively the “**Response**”).

1.4 Arvada has determined that Company has the requisite background, skill, expertise, and insurance to resell the Work, under the terms and conditions more fully set forth below.

1.5 Arvada is obtaining the Work in accordance with the sole source provisions of the City’s Purchasing Ordinance.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, with such definitions to be applicable to both the singular and plural use of the terms.

2.1 “**Affiliate**” shall mean, with respect to a Party, any Entity at any time Controlling, Controlled by, or under common Control with, such Party, but only as long as such Entity meets these requirements.

2.2 “**Arvada Records**” means any and all Arvada data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*) (“**CORA**”).

2.3 “**Confidential Information**” shall mean, with respect to either party, confidential business or technical information or materials of such party; provided, however, that Confidential Information shall not include information or materials that the Receiving Party can demonstrate: (i) was known to the Receiving Party prior to the date hereof free of any obligation of nondisclosure; (ii) was generally known or available to the public prior to the date of disclosure to the Receiving Party or subsequently became generally known or available to the public through no fault of the Receiving Party; (iii) was lawfully received by the Receiving Party from a third party free of any obligation of nondisclosure; or (iv) is or was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party. Confidential Information does not include information subject to disclosure under the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(“**CORA**”).

2.4 “**Control**” shall mean the direct or indirect ownership of 50% or more of the capital stock, or other ownership interest if not a corporation, of any Entity or the possession, directly or indirectly, of the power to direct the management and policies of such Entity by ownership of voting securities, by contract, or otherwise. “**Controlling**” shall mean having Control of any Entity and “**Controlled**” shall mean being the subject of Control by another Entity.

2.5 “**Day**” means a calendar day unless otherwise indicated.

2.6 “**Entity**” means any person, corporation, partnership, sole proprietorship, limited liability company, joint venture, or other form of organization, and includes the Parties hereto.

2.7 “**Executed Order**” means a written order, including by executed quote, purchase order, statement of work, email or by other written agreement as executed or agreed to by the Parties, for hardware and/or software that references this Agreement and is executed by the Parties.

2.8 “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of Arvada, including Arvada Records, stored by Company on Company’s systems.

2.9 “**Products**” shall mean the software, hardware, and Third Party Services to be provided by Company as reseller under this Agreement.

2.10 “**Third Party**” shall mean any Entity other than the Parties or any Affiliates of the Parties, and, for the avoidance of doubt, includes subcontractors of the Parties and OEMs providing hardware or software or performing Third Party Services hereunder.

2.11 “**Third Party Services**” shall mean the services, functions, and responsibilities described in this Agreement or in any Executed Order to be performed by an OEM, hereunder and in accordance with such Executed Order.

3. **PROVISION OF HARDWARE, SOFTWARE AND THIRD PARTY SERVICES.**

3.1 **Executed Orders.** This Agreement applies to each Executed Order for Products provided by Company and agreed to by Company and Client, including by issuance of a purchase order from Client which references a specific Company quote number. Any additional or different terms or conditions in any form delivered by Client or Company are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Company, as a value-added reseller of Products, shall resell and pass through the Products set forth in each Executed Order subject to the terms of this Agreement. Company and the applicable original equipment manufacturer, licensor, vendor or service provider (“OEM”) shall have the authority to determine the manner in which any such Products are to be provided, except to the extent otherwise set forth in an applicable Executed Order.

3.2 **Scope of Work.** Company shall be responsible for fulfilling the orders for the provision of all Products in accordance with the quotes attached as Exhibits A-C.

3.3 **Nature of Relationship.** The Parties’ relationship is non-exclusive. Client may obtain similar hardware or software from any Third Party, and Company may provide any hardware or software to any Third Party without any restriction hereunder. Third Party Services, such as maintenance services for hardware or software may be provided under this Agreement.

3.4 **OEMs.** Client agrees, acknowledges, and understands that actual manufacture and provision of the hardware and software and actual performance of the Third Party Services, shall be provided and made by the applicable OEMs and may be subject to change as determined by the applicable OEM.

3.5 **Performance by Company’s Affiliates.** Client agrees, acknowledges, and understands that actual performance of Company’s obligations under this Agreement may be made by Affiliates of Company. For purposes of this Agreement, performance of any such obligations under this Agreement by any Affiliate of Company shall be deemed performance by Company itself and such performance shall be made in accordance with this Agreement.

3.6 **Client’s Affiliates.** To the extent set forth in an applicable Executed Order, Company shall resell and pass-through applicable Products to an identified Affiliate of Client. Client shall remain liable for the performance and obligations of any Affiliate receiving any Products hereunder, and, in the event of any dispute, controversy, overdue payment or outstanding obligation due hereunder, Company may enforce such obligation or bring such claim against Client or the applicable Affiliate, in Company’s sole discretion.

4. **TERM.** The Term of this Agreement shall commence upon the Arvada’s execution of this Agreement and shall continue for five (5) years subject to the appropriation of funds pursuant to Section 4.1 unless otherwise agreed to in writing by the Parties. The Agreement shall automatically renew for no more than two recurring one (1) year terms (each a “Renewal Term”) unless either Party provides notice at least 60 days before the commencement of any Renewal Term.

Termination of this Agreement shall be extended in accordance with the terms hereof for the duration of any Third-Party Service passed through hereunder or until such time as hardware or software ordered hereunder has been delivered.

4.1 **Termination for Non-appropriation.** Arvada may terminate this Agreement or any outstanding Executed Order(s) upon 30 days' written notice to Company upon failing to receive funding or appropriation from the Arvada City Council at levels sufficient to pay for any Products or any obligations under the Agreement. In the event Arvada terminates for non-appropriation, Arvada will pay Company for requested work performed, or Product(s) delivered up until the time of termination. Such cost shall not exceed the price quoted for the applicable service(s) or Product(s) delivered up until the time of termination, the total of which shall not exceed the total amount of this Agreement.

5. **CHARGES.**

5.1 **Charges.** Client shall pay for the Products invoiced under this Agreement in accordance with the following Executed Orders which are incorporated herein:

5.1.1 **Exhibit A:** Quote#145719-1 for Fiber Channel Switches;

5.1.2 **Exhibit B:** Quote #146299-3 for HPE DL360 G10+Servers; and

5.1.3 **Exhibit C:** Quote#145712-2 for Infinidat Dual F4306 – 5 year.

5.2 The Charges established in Section 5.1 shall not exceed \$1,533,420.37 in the first year.

5.3 **Invoicing.** Company shall invoice Arvada upon the OEM's delivery of the Product(s) to Arvada in accordance with the Executed Orders stated in Section 5.1. Client shall pay invoices within thirty (30) days of the receipt of an invoice.

5.4 **Taxes.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Company shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Company shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.

5.5 **Late Payments.** Client's payments hereunder shall be deemed late when Client fails to remit payment, which is not being disputed in good faith, within thirty (30) days of receipt of the invoice. Any late payment shall bear interest at the rate of one and one half percent (1½ %) per month or the maximum rate allowed under law, whichever is lower, or fraction thereof, from the due date until paid in full. Disputed amounts, if the dispute is resolved in favor of Company, shall bear interest from the due date until paid. Notwithstanding any other provision under this Agreement, any undisputed invoice, or undisputed portion thereof, not paid within sixty (60) days may result in an interruption of Third Party Services provided to Client or other remedial action. Such interruption shall not relieve Client from its obligation to pay the undisputed amounts due and owing. Company also reserves the right to assert appropriate liens to ensure payment. Client agrees to reimburse Company its reasonable expenses, including attorney and other fees, incurred in collecting any amounts due and owing to Company.

5.6 **Expenses.** Except to the extent otherwise set forth in this Agreement or in an applicable Executed Order, each Party shall bear its own internal expenses related to the performance of this Agreement.

5.6.1 Company shall not invoice Arvada for any shipping charges not stated in an Executed Order.

5.7 **Order Placement, Delivery, Title and Risk of Loss.** Company shall place the orders with the OEM's identified in Exhibits A-C in such a manner that ensures timely and complete delivery of the Products to Arvada. Company shall deliver Products FOB Destination at the ship-to address provided on the Executed Order. Title and risk of loss of delivered Products shall pass to Client upon delivery.

5.8 **OEM Assistance.** Company agrees to make timely good faith efforts to facilitate communications between Arvada and an OEM in the event an issue with Executed Order or Product arises. Company shall timely respond to any request made by Arvada for assistance in communicating with an OEM. In the event Arvada receives Product(s) deemed to be Dead on Arrival "DOA," Company agrees to work in good faith with Arvada to assist the City in minimizing the risk of incurring additional shipping costs necessary to ship the replacement Product(s) and provide other services Company deems necessary to promote Arvada's satisfaction as a Client.

5.9 **Complete System.** Company shall promptly perform its obligations identified in Exhibits A-C to enable the OEM to deliver and install all Products within 60 months from the Effective Date.

6. **TERMINATION.**

6.1 **Under Executed Order.** Either Party may terminate an Executed Order in accordance with the terms provided by the applicable OEM and passed through by Company to the Client, or as otherwise set forth in the Executed Order. In the event ON terminates under this Section prior to all Product(s) stated in Exhibits A-C being delivered to Arvada, ON shall promptly identify and provide a replacement solution acceptable to Arvada at no additional cost in order to ensure Arvada receives a complete and satisfactory system.

6.2 **For Insolvency.** In addition to the termination rights set forth in Section 6.1, subject to the provisions of Title XI, United States Code, if either Party becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, renewal, or readjustment of all or substantially all of its obligations, then the other Party, by giving written notice to such Party, may terminate this Agreement and all outstanding Executed Orders as of the date specified in such notice of termination. Any Termination Fee set forth in an applicable Executed Order or otherwise applied by an applicable OEM shall apply to such a termination of an Executed Order.

7. **LIMITATION OF LIABILITY AND NATURE OF AVAILABLE DAMAGES.**

7.1 **LIMITATION OF LIABILITY.** EXCEPT FOR CLAIMS ARISING FROM, OR RELATING TO, ACTS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PROPERTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON PERFORMANCE OF, OR DAMAGES CAUSED BY PRODUCTS (INCLUDING THOSE RELATED TO CLAIMS OF INFRINGEMENT UPON A PROPRIETARY RIGHT OF A THIRD PARTY) RESOLD UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, CLIENT ACKNOWLEDGES THAT ITS SOLE RECOURSE FOR ANY DAMAGES ARISING OUT OF OR BASED UPON PERFORMANCE OF, OR DAMAGES CAUSED BY PRODUCTS RESOLD UNDER THIS AGREEMENT SHALL BE AGAINST THE OEM OF THE APPLICABLE PRODUCT. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY OTHER REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THE PARTY'S ACTS OR OMISSIONS RELATED TO THIS AGREEMENT IN AN AMOUNT NOT TO EXCEED THE FEES PAYABLE UNDER THE AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO CLAIMS ARISING OUT OF DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PROPERTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT IN AN AMOUNT EXCEEDING FIVE MILLION DOLLARS (\$5,000,000) IN THE AGGREGATE, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

7.2 **NATURE OF AVAILABLE DAMAGES.** EXCEPT FOR CLAIMS ARISING FROM, OR RELATING TO, ACTS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PROPERTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 The limitations of liability stated in Section 7.1 and 7.2 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.

8. **INDEMNITY.**

8.1 **Indemnity by Client.** 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 Company or anyone else under the Agreement.

8.2 **Indemnity by Company.** Company shall defend, at its own expense, and indemnify and hold Client and its Affiliates, directors, officers, employees, and agents harmless from and against any claim by a Third Party in connection with the performance of this Agreement or any Executed Order to the extent based on: (i) work-related injury or death caused by the Company's negligence, willful misconduct, or fraud; (ii) tangible personal or real property damage caused by the Company's or its Affiliates' negligence, willful misconduct, or fraud, or (iii) disclosure or use of Arvada Confidential Information in violation of Section 11. Company shall be responsible for any costs and expenses incurred by Client in connection with the enforcement of this Section 8.2 including, but not limited to, reasonable attorneys' fees.

8.3 **Indemnity Procedures.** The indemnification obligations set forth in Section 8.2 are subject to the following conditions:

8.3.1 Arvada shall promptly notify the Company in writing of the claim of which it has notice, provided that the failure or delay to so notify the Company shall not relieve the Company from any liability that it may have to Arvada hereunder so long as the failure or delay shall not have prejudiced the defense of such claim and then only to the extent that the Company actually is prejudiced;

8.3.2 Arvada allows the Company to have sole control of the defense of the claim and any settlement negotiations arising out of that claim provided, however, the Company may not, without Arvada's prior written consent, settle or compromise any claim in a manner that: (A) does not unconditionally release Arvada and its directors, officers, employees or agents from all liability and obligation; (B) requires Arvada or any of its directors, officers, employees or agents to contribute to any settlement of the claim; (C) requires Arvada or any of its directors, officers, employees or agents to take or omit any action; or (D) makes any public statement naming Arvada or from which the identity of Arvada could reasonably be ascertained; and

8.3.3 Arvada shall, at the Indemnitor's reasonable request and expense, reasonably cooperate with the Company. Arvada may participate in the defense and retain counsel of its own choice and expense.

8.4 **OEM Indemnity.** Company shall pass through to Client any and all indemnification provisions available to Client as provided by the applicable OEM.

9. **DISPUTE RESOLUTION.**

9.1 **Equitable Relief.** Either Party may seek equitable remedies, including specific performance and injunctive relief, for a breach of the other Party's obligations under this Agreement.

9.2 **Party Representatives & Notice of Dispute.** Except for certain emergency judicial relief authorized in accordance with applicable law, which may be brought at any time, the Parties agree that upon receipt of a written notice from either Party of the existence of a dispute between them, the Parties shall submit the dispute for informal, non-binding, resolution to their designated senior management who are not legal personnel. Any dispute remaining unresolved after a period of thirty (30) days after the receipt of such written notice of a dispute by the other Party may be submitted to any court having competent jurisdiction in accordance with Section 9.4. Nothing in this Section 9.2 shall prohibit legal personnel from advising the designated senior manager or being present during any meetings or communications that may occur.

9.3 **Choice of Law.** The validity, construction, and interpretation of this Agreement and the rights, duties, and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

9.4 **Venue and Jurisdiction.** The Parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Jefferson County, Colorado for the resolution of any disputes arising hereunder.

10. **DISCLAIMER OF WARRANTIES.** COMPANY RESELLS AND PASSES THROUGH THE PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. EACH OF THE PRODUCTS MAY BE SUBJECT TO APPLICABLE WARRANTY, END-USER LICENSE, INTELLECTUAL PROPERTY INDEMNITY OR OTHER TERMS AVAILABLE FROM THE OEM OF THE PRODUCT. COMPANY WILL PASS ALL APPLICABLE WARRANTIES, LICENSES, INDEMNITIES AND SUCH OTHER TERMS AS MAY APPLY FROM THE OEM THROUGH TO CLIENT. COMPANY AND CLIENT HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN,

ORAL, EXPRESSED, OR IMPLIED INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT, INCLUDING HARDWARE, SOFTWARE OR THIRD-PARTY SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.

11. **CONFIDENTIALITY.**

11.1 **Nondisclosure of Confidential Information.** All Confidential Information supplied by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein, as may reasonably be required to perform this Agreement or any Executed Order or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party's sole discretion, the Receiving Party shall not use or disclose to any Third Party any of the Disclosing Party's Confidential Information. The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its Affiliates, employees and their respective contractors who have a need to know it for the purposes of this Agreement and who have agreed to terms substantially similar to this Section regarding such Confidential Information. Notwithstanding the foregoing, the Parties agree that Company may disclose Confidential Information to its OEMs to the extent necessary to perform its obligations under this Agreement. Each Party shall be responsible for any unauthorized use or disclosure of any of the other Party's Confidential Information received by it and its Affiliates and their respective employees, agents, representatives and consultants.

11.2 **Required Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by any applicable governmental authority to do so; provided that in such event, to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party and shall cooperate with the Disclosing Party in any attempt to contest or limit such required disclosure, at the Disclosing Party's sole expense.

11.3 **Explicitly-Included Information.** Without limiting the generality of Confidential Information, Company's information, including computer programs and software, documentation, methodologies, training aids and manuals, and procedures, belonging exclusively to Company shall be treated as Confidential Information and Client shall not disclose, sell, assign, lease, or otherwise make available any such information to any Third Party or Entity, other than its employees who require such information to perform their duties, and shall remain the property of Company, eligible for reuse/resale.

11.4 **Ownership.** Confidential Information will remain the property of the Disclosing Party.

11.5 **Degree of Care.** Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event less than reasonable due diligence and reasonable care shall be exercised.

12. **PROPRIETARY RIGHTS.**

12.1 **Generally.** The terms provided by the applicable OEM and passed through by Company to the Client shall apply, provided that additional terms may be set forth in the applicable Executed Order.

12.2 **Data and Confidential Information.** As between the Parties, but subject to any terms and conditions applicable to Products set forth in the applicable Executed Order, each Party shall remain the sole and exclusive owner of its own data and other Confidential Information.

12.3 **Company Knowhow.** Client acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications thereof, provided by Company. Any intellectual property provided or developed by Company in the course of performance of this Agreement shall be the proprietary property of Company and shall be owned exclusively by Company.

13. **SECURITY AND PRIVACY.** The expense and risk of loss, as between Company and Client, associated with transportation and transmission of data and media, security and privacy issues, shall be borne by Client. As a reseller, Company has no access to Arvada's systems or data.

14. **MISCELLANEOUS.**

14.1 **Entire Agreement.** This Agreement, together with the attached Executed Orders entered into hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all

prior negotiations, agreements, and undertakings, whether written or oral, between the Parties with respect to such matter. This Agreement may be amended only by an instrument in writing referencing this Agreement and executed by the Parties or their permitted assignees. Notwithstanding anything to the contrary, any additional purchase orders provided by Client hereunder shall have no cause and effect other than for the price and quantity set forth therein.

14.2 **References.** In this Agreement, “include” and “including” shall mean respectively, “includes, without limitation” and “including, without limitation.”

14.3 **Interpretation.** In the event of a conflict between this Agreement and the terms of any amendment or Executed Order, the terms shall be controlling in this order: (i) amendment(s) in reverse chronological order, but solely with respect to the subject matter of such amendments, (ii) this Agreement and (iii) each Executed Order, provided, however, that an Executed Order shall control to the extent the Parties explicitly reference this Section of the Agreement by title (i.e. “Interpretation” or “Section 14.3”) in such Executed Order that the Executed Order shall control over this Agreement in such instance.

14.4 **Assignment.** Except as otherwise set forth by the applicable OEM terms or end user license agreements, neither Party may assign this Agreement or any rights, obligations, or benefits under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that either Party may freely assign this Agreement without the prior written consent of the other Party (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or (ii) to any Entity which is a successor to all or substantially all of the assets or the business of the applicable Party. Any assignment in contravention of this Section 14.4 shall be void. This Agreement shall bind, benefit and be enforceable by and against the Parties and their respective successors and assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this 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.

14.5 **Relationship of Parties.** The Parties intend to create a reseller – end user relationship and nothing contained in this Agreement shall be construed to make either Client or Company joint venturers, principals, partners, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by Company to perform work on Client’s behalf under this Agreement shall be deemed to be an employee, agent, or contractor of Client. Neither Party shall have any right, power or authority, express or implied, to bind the other. **Neither Party and its employees and agents are entitled to unemployment insurance or workers compensation benefits through the other Party and neither Party shall pay for or otherwise provide such coverage for the other Party or any of its agents or employees. Each Party shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Each Party shall: (i) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by the other Party; and (iii) be solely responsible for its acts and those of its employees, agents, and subcontractors.**

14.6 **Notices.** Except as otherwise specified in the Agreement, all notices, requests, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by (i) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (ii) U.S. express mail, or other, similar overnight courier service to the address of the other Party as stated below. Notices shall be deemed given on the day actually received by the Party to whom the notice is addressed.

Notices to Client shall be given as follows:

City of Arvada – IT Department
8101 Ralston Road
Arvada, CO 80002

With a copy to: Rachel A. Morris, City Attorney
8101 Ralston Road
Arvada, CO 80002
rmorris@arvada.org

Notices to Company shall be given as follows:

OneNeck IT Solutions
525 Junction Road

Madison, WI 53717
Attn: Legal Department

with a copy to: John Kelsh, Esq.
Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Fax #: 312.853.7036

14.7 **Publicity.** Neither Party shall be entitled to use the other Party's name and/or tradename(s) in promotional or marketing materials, or on any listing of its customers, partners, vendors, and/or business affiliations, including but not limited to press releases or other public statements regarding the relationship between the Parties or this Agreement without the prior written consent of the other Party. Any such publicity shall not negatively impact or reflect upon such other Party or reveal any proprietary information of such other Party. Nothing in this section shall prohibit Arvada from making the public disclosures necessary to execute and carry out its duties under this Agreement as a public agency or disclose information under CORA.

14.8 **Section Headings.** Section headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement nor be construed as part of this Agreement.

14.9 **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original document but all such counterparts together shall constitute one binding agreement.

14.10 **Waiver.** No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

14.11 **Severability.** If any provision of this Agreement is held for any reason by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect and the provision found to be contrary to law shall be deemed modified to the most limited extent required in order to cause such provision to be in accordance with applicable law while most fully carrying out the intent of the applicable provision as set forth herein.

14.12 **Survival.** Any Section of this Agreement shall survive the termination of this Agreement to the extent required for the performance of such provision in accordance with the terms.

14.13 **No Third Party Beneficiaries.** Except as otherwise set forth in an Executed Order, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or Entity other than the Client and Company.

14.14 **Construction.** Company and Client each acknowledge that the limitations and exclusions contained in this Agreement represent the Parties' agreement based upon the level of risk to Client and Company associated with their respective obligations under this Agreement and the payments to be made to Company and the obligations to be incurred by the Parties pursuant to this Agreement. The Parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against either Party because each Party had the opportunity to review and negotiate the terms hereof. For the avoidance of doubt, Client and Company agree that the terms set forth in this Agreement constitute reasonable terms applicable to each Executed Order entered into by the Parties.

14.15 **Insurance.**

14.15.1 Company 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 Company pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.

14.15.2 Types Required. The following listed insurance requirements shall be carried by Company for the entirety of the contract and any extensions:

- **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.
- **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 for each occurrence and \$1,000,000 general aggregate. Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident.
- **Automotive Liability Insurance** 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.
- **Professional Liability Insurance** in an amount of not less than \$1,000,000.00 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three years following the date of substantial completion of the work for reporting of claims.
- **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000.00 for any firm providing product or services associated with IT, software, communication, or network.

14.16 Additional Requirements.

14.16.1 The validity of this Agreement is contingent upon the receipt of the insurance documents required under Section 14.15. If Company fails to submit the required insurance documents within 14 days after notice to submit such policies is given to Company by an Arvada representative, Arvada may terminate the Agreement.

14.16.2 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.

14.16.3 All coverage required under this Agreement 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.

14.16.4 All proof of insurance documentation is due to the City Attorney's Office within 14 days of the Effective Date.

15. Arvada Provisions.

15.1 **TABOR COMPLIANCE REQUIRED.** 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).

15.2 **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.

15.3 OPEN RECORDS 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. Company has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.

15.4 PROTECTION OF PERSONAL IDENTIFYING INFORMATION. In the event the Agreement includes or requires Arvada to disclose to Company any Personal Identifying Information as defined in C.R.S. § 24-73-101, Company shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

15.5 SUBCONTRACTS. For the purposes of this Subsection 15.5, a subcontractor does not include an OEM. Company shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Company shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Company 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. Company agrees it is fully responsible for subcontractors performing services under the Agreement. Company shall be Arvada's sole point of contact regarding the services, including with respect to payment.

15.6 LICENSES, PERMITS AND OTHER AUTHORIZATIONS. Company 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.

15.7 TIME IS OF THE ESSENCE. Company acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Company maintain a rate of progress in completing its obligations as a reseller as stated in the Executed Orders attached to this Agreement in accordance with this Agreement. To that end, Company agrees to proceed with all due diligence to complete its obligations as a reseller as stated in this Agreement in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of such obligations 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.

15.8 EXTERNAL TERMS AND CONDITIONS. Except for any terms and conditions of an OEM governing the purchase, use, installation, or support of the Work, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Company's website, a subcontractor's website (excluding OEM's), any provision incorporated into any click-through or online agreements related to the work stated in the attached Executed Orders, unless that provision is specifically referenced in this Agreement.

15.9 COMPLIANCE WITH ALL LAWS. Company shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect of hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

15.10 BINDING ARBITRATION PROHIBITED. Arvada does not agree to binding arbitration by any extra-judicial body or person.

15.11 SOFTWARE PIRACY PROHIBITION. Arvada or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions.

15.12 Arvada Records. All Arvada Records provided by or on behalf of Arvada to Company to effectuate the obligations under this Agreement remain the exclusive property of Arvada. Company shall not use, willingly allow, cause, or permit Arvada Records to be used for any purpose other than the performance of Company's obligations under this Agreement or any amendment or extension without the prior written consent of Arvada.

15.13 PERFORMANCE MEASURES. Company's performance shall be documented as to (a) providing Products within the contracted price, (b) within the contracted timeline, and (c) whether the configuration of Products

conforms in all material respects to the specifications set forth in Arvada's request for proposal.

15.14 PROJECT OWNERS. Arvada designates Erin Green as Arvada's Project Owner. Ms. Green (egreen@arvada.org) will be Arvada's responsible staff member to provide direction to Company during the Agreement and any extensions. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Company of any such change in writing. Company designates Stephanie Bond as Company's Project Owner. Ms. Bond (Stephanie.bond@oneneck.com) will be Company's primary contact person during the course of this Agreement. Company may change the Project Owner(s) with the Arvada's prior written approval.

15.15 INCIDENT NOTICE & REMEDIATION. If Company becomes aware of any Incident, Company shall notify Arvada immediately and cooperate with Arvada regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Arvada. Unless Company can establish, in a manner satisfactory to Arvada, that Company and its Subcontractors (excluding OEMs) are not the cause or source of the Incident, Company shall be responsible for the cost of notifying each person or entity who may have been impacted by the Incident. After an Incident, Company shall take steps to reduce the risk of incurring a similar type of Incident in the future.

15.15.1 Termination for an Incident. Any Incident that results in the unauthorized access, use, or disclosure of Arvada Records is a material breach of the Agreement and Arvada may immediately terminate the Agreement by giving written notice to Company. If Arvada terminates the Agreement due to an Incident, Arvada shall be entitled to a refund of any monies paid in advance prorated to the effective date of termination, excluding amounts owed to any OEM in connection with the Work.

15.16 SECURITY ASSESSMENT. To the extent Company controls or maintains information systems used in connection with Arvada Records, Company will provide Arvada with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by Arvada. Company shall also include the results of an annual SOC2 Type II audit. Company will make reasonable efforts to remediate any vulnerabilities or will request a security exception from Arvada. Arvada will work with Company to prepare any requests for exceptions from the security requirements described in this Agreement and its Exhibits, including mitigating controls and other factors, and Arvada will consider such requests in accordance with their policies and procedures.

[signature page follows]

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and any Exhibits, and agree to be bound by all of the provisions, terms and conditions specified herein.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**OneNeck IT Solutions LLC
d/b/a OneNeck IT Solutions**

City of Arvada

By: _____

By: _____

Name: Bob Gleisner

Name:

Title: CFO

Title: Mayor

Bob.gleisner@tdsinc.com

mwilliams@arvada.org

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Prepared for: City of Arvada, CO ("Client")

Quote # 145719-1

Bill To

City of Arvada, CO
8101 Ralston Rd
Arvada, CO 80002-2439
egreen@arvada.org
(720) 898-7872

Ship To

City of Arvada, CO
Erin Green
8101 Ralston Rd
Arvada, CO 80002-2439
egreen@arvada.org
(720) 898-7872



OneNeck Account Executive

Stephanie Bond
stephanie.bond@oneneck.com
303-790-3994
Fax 515-334-5757
Inside Rep: Jessica Shaffer
jessica.shaffer@oneneck.com
Solutions Architect: Tyrel Diekmann

Fiber Channel Switches

Expires: 02/14/2023

Line #	Part #	Product Description	Qty	List Price	Price	Ext. Price
1	UCS-EP-MDS9132T-32	MDS 9132T 32G FC switch, w/ 8 active ports + 32G SW SFPs	4	\$0.00	\$0.00	\$0.00
2	DS-SFP-FC32G-SW=	32 Gbps Fibre Channel SW SFP+, LC	64	\$968.82	\$156.26	\$10,000.64
3	M9132T-PL8=	MDS 9132T 32G FC switch 8-Port upgrade license, spare	4	\$3,413.30	\$550.54	\$2,202.16
4	DS-C9132T-MEK9=	MDS 9132T 32G 1 RU FC switch, 8 active ports,exhaust, spare	4	\$3,425.25	\$552.46	\$2,209.84
5	CON-SNT-9132MEK9	SNTC-8X5XNBD MDS 9132T 32G 1 RU FC switch - 60 Months Support	4	\$1,325.00	\$993.75	\$3,975.00
6	DS-CAC-650W-E	650W AC PSU Port side Exhaust	4	\$487.22	\$78.58	\$314.32
7	DS-C32S-FAN-E	MDS 9132 FAN tray, port side Exhaust	8	\$118.11	\$19.05	\$152.40
8	DS-CAC-650W-E	650W AC PSU Port side Exhaust	4	\$0.00	\$0.00	\$0.00
9	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8	\$0.00	\$0.00	\$0.00
10	DS-C32S-FAN-E	MDS 9132 FAN tray , port side Exhaust	8	\$0.00	\$0.00	\$0.00
11	DS-9132T-KIT-CSCO	MDS 9132T Accessory Kit for Cisco	4	\$0.00	\$0.00	\$0.00
12	M91S6K9-8.2.1	MDS 9100 Supervisor/Fabric-6, NX-OS Software Rel. 8.2-1	4	\$0.00	\$0.00	\$0.00
					Total:	\$18,854.36

Exhibit A

Quote Summary	Amount
	\$18,854.36
Total:	\$18,854.36

Prices and delivery terms quoted herein may change due to events which are not within OneNeck’s control, and which by the exercise of reasonable diligence it is unable to prevent, including without limitation: 1) pricing changes by vendors; or 2) manufacturing/delivery delays arising from or related to vendor supply chain logistics. OneNeck will promptly provide you with notice of any such changes that impact your order. Confidential - Do Not Distribute. Sales are subject to all applicable taxes. Freight terms are prepay/add all shipping charges. Client certifies that it has read and agrees to the provisions set forth in this Executed Order and to the terms and conditions of both the Master Reseller Agreement and/or the Master Services Agreement, or its/their equivalent (or, if Client and the Company have not executed any such agreements, the Reseller and Service Agreements posted at <https://www.oneneck.com/privacy-and-terms> and that it intends to be bound to such provisions. The Parties agree that the Master or Web-Based Reseller Agreement, as applicable, shall apply to the software, hardware, and third party services to be provided by the Company and that the Master or Web-Based Services Agreement, as applicable, shall apply to the services to be performed by the Company. If Client notifies Company of its intent to finance the purchase of any of the above-referenced products (the “Products”) through a third-party entity (“Payer”), Company agrees that, if applicable, Company will accept a purchase order on behalf of Client from Payer, and will invoice Payer for the applicable Products (plus any applicable delivery charges and taxes due). If Payer fails to make payment in full to Company within 30 days of receiving Company’s invoice, Client shall make payment of any amount due and owing within 15 days after receiving notice from Company of nonpayment by Payer. Client agrees to indemnify and hold Company harmless from any claims by Payer in regards to the Products and/or in any way related to disputes between Payer and Client.

City of Arvada, CO ("Client")

Signature

Date



Prepared for: City of Arvada, CO ("Client")

Quote # 146299-3

Bill To

City of Arvada, CO
8101 Ralston Rd
Arvada, CO 80002-2439
egreen@arvada.org
(720) 898-7872

Ship To

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Erin Green
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egreen@arvada.org
(720) 898-7872

**OneNeck Account Executive**

Stephanie Bond
stephanie.bond@oneneck.com
303-790-3994
Fax 515-334-5757
Inside Rep: Jessica Shaffer
jessica.shaffer@oneneck.com
Solutions Architect: Tyrel Diekmann

HPE DL360 G10+ Servers**Expires: 03/03/2023**

Line #	Part #	Product Description	Qty	List Price	Price	Ext. Price
1	P28948-B21	HPE DL360 Gen10+ 8SFF NC CTO Svr	16	\$3,255.00	\$1,369.16	\$21,906.56
2	P36934-B21	INT Xeon-G 6346 CPU for HPE	32	\$5,181.00	\$2,838.09	\$90,818.88
3	P06035-B21	HPE 64GB 2Rx4 PC4-3200AA-R Smart Kit	192	\$3,401.00	\$237.35	\$45,571.20
4	P26471-B21	HPE DL36x Gen10+ LP Riser Kit	16	\$154.00	\$37.47	\$599.52
5	R2E09A	HPE SN1610Q 32Gb 2p FC HBA	16	\$5,115.00	\$779.69	\$12,475.04
6	P12965-B21	HPE NS204i-p Gen10+ Boot Ctrlr	16	\$1,845.00	\$396.33	\$6,341.28
7	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	16	\$1,184.00	\$180.06	\$2,880.96
8	P51181-B21	BCM 5719 1Gb 4p BASE-T OCP Adptr	16	\$485.00	\$71.85	\$1,149.60
9	P26477-B21	HPE DL36x Gen10+ High Perf Fan Kit	16	\$547.00	\$186.14	\$2,978.24
10	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	32	\$524.00	\$94.38	\$3,020.16
11	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	16	\$469.00	\$201.72	\$3,227.52
12	P13771-B21	HPE Gen10 Plus TPM BR Module Kit	16	\$96.00	\$11.04	\$176.64
13	P07818-B21	HPE DDR-4 DIMM Blanks Kit	16	\$129.00	\$8.18	\$130.88
14	P26479-B21	HPE DL360 Gen10+ High Perf Heat Sink Kit	32	\$118.00	\$63.46	\$2,030.72
15	P26485-B21	HPE DL300 G10+ 1U SFF Easy Inst Rail Kit	16	\$214.00	\$98.01	\$1,568.16

Exhibit B

This document is the property of OneNeck and contains confidential and proprietary information.
It may not be duplicated or distributed without OneNeck's express written permission.

Line #	Part #	Product Description	Qty	List Price	Price	Ext. Price
16	HU4A6A5	HPE 5Y Tech Care Essential SVC	1	\$0.00	\$0.00	\$0.00
17	HU4A6A5 ZSA	HPE Proliant DL360 Gen10+ Support	16	\$6,495.00	\$1,396.77	\$22,348.32
18	HU4A6A5 R2M	HPE iLO Advanced Non Blade Support	16	\$67.00	\$28.82	\$461.12
19	EST-SHIPPING	Estimated shipping	1	\$1,455.40	\$1,455.40	\$1,455.40
					Total:	\$219,140.20

Quote Summary	Amount
	\$219,140.20
Total:	\$219,140.20

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City of Arvada, CO ("Client")

Signature_____

Date_____



Prepared for: City of Arvada, CO ("Client")

Quote # 145712-2

Bill To

City of Arvada, CO
8101 Ralston Rd
Arvada, CO 80002-2439
egreen@arvada.org
(720) 898-7872

Ship To

City of Arvada, CO
Erin Green
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OneNeck Account Executive

Stephanie Bond
stephanie.bond@oneneck.com
303-790-3994
Fax 515-334-5757
Inside Rep: Jessica Shaffer
jessica.shaffer@oneneck.com
Solutions Architect: Tyrel Diekmann



Infinidat Dual F4306 - 5 Year

Expires: 03/02/2023

60 Month Option

Line #	Part #	Product Description	Qty	List Price	Price	Ext. Price
1	ACC92-F4306	Performance Accelerator (92TB SSD)	1	\$600,000.00	\$52,952.84	\$52,952.84
2	F4306-SUPYR4-5	F4306 Years 4 and 5 Support on Initial Array Purchase	1	\$1,400,000.00	\$133,713.26	\$133,713.26
3	F4306	1.025PB physical capacity (estimated 2.05PB Effective Capacity) with 3 Year Support including Technical Advisor (TA) program and InfiniVerse, with up to 1 year of historical data	1	\$5,200,000.00	\$458,924.65	\$458,924.65
4	FC32G-F4306	24 x 32Gbps FC ports (replacing the 16G ports)	1	\$40,000.00	\$3,530.19	\$3,530.19
5	INSTLCST	Standard Installation Cost	1	\$0.00	\$0.00	\$0.00
6	ACC92-F4306	Performance Accelerator (92TB SSD)	1	\$600,000.00	\$52,952.84	\$52,952.84
7	F4306-SUPYR4-5	F4306 Years 4 and 5 Support on Initial Array Purchase	1	\$1,400,000.00	\$130,897.19	\$130,897.19
8	F4306	1.025PB physical capacity (estimated 2.05PB Effective Capacity) with 3 Year Support including Technical Advisor (TA) program and InfiniVerse, with up to 1 year of historical data	1	\$5,200,000.00	\$458,924.65	\$458,924.65
9	FC32G-F4306	24 x 32Gbps FC ports (replacing the 16G ports)	1	\$40,000.00	\$3,530.19	\$3,530.19
10	INSTLCST	Standard Installation Cost	1	\$0.00	\$0.00	\$0.00
60 Month Option Total:						\$1,295,425.81

Exhibit C

Quote Summary	Amount
60 Month Option	\$1,295,425.81
Total:	\$1,295,425.81

Prices and delivery terms quoted herein may change due to events which are not within OneNeck’s control, and which by the exercise of reasonable diligence it is unable to prevent, including without limitation: 1) pricing changes by vendors; or 2) manufacturing/delivery delays arising from or related to vendor supply chain logistics. OneNeck will promptly provide you with notice of any such changes that impact your order. Confidential - Do Not Distribute. Sales are subject to all applicable taxes. Freight terms are prepay/add all shipping charges. Client certifies that it has read and agrees to the provisions set forth in this Executed Order and to the terms and conditions of both the Master Reseller Agreement and/or the Master Services Agreement, or its/their equivalent (or, if Client and the Company have not executed any such agreements, the Reseller and Service Agreements posted at <https://www.oneneck.com/privacy-and-terms> and that it intends to be bound to such provisions. The Parties agree that the Master or Web-Based Reseller Agreement, as applicable, shall apply to the software, hardware, and third party services to be provided by the Company and that the Master or Web-Based Services Agreement, as applicable, shall apply to the services to be performed by the Company. If Client notifies Company of its intent to finance the purchase of any of the above-referenced products (the “Products”) through a third-party entity (“Payer”), Company agrees that, if applicable, Company will accept a purchase order on behalf of Client from Payer, and will invoice Payer for the applicable Products (plus any applicable delivery charges and taxes due). If Payer fails to make payment in full to Company within 30 days of receiving Company’s invoice, Client shall make payment of any amount due and owing within 15 days after receiving notice from Company of nonpayment by Payer. Client agrees to indemnify and hold Company harmless from any claims by Payer in regards to the Products and/or in any way related to disputes between Payer and Client.

City of Arvada, CO ("Client")

Signature

Date





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-071, A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

Report in Brief

PRESENTER: Kim Vagher, Manager of City Facilities

The United States Postal Service, hereinafter the Postal Service, has requested to extend their lease agreement for the post office facility and their lease agreement for the parking lot for an additional period of three months. The current lease agreements were set to terminate on September 30, 2022.

- On September 19, 2022, the City Council approved a six-month extension of the lease agreements for a fixed term basis beginning October 1, 2022 and ending March 31, 2023.
- On March 20, 2023, the City Council approved a three-month extension of the lease agreements for a fixed term basis beginning April 1, 2023 and ending June 30, 2023.

Both extensions as previously approved by City Council were requested by the Postal Service in order to complete internal processes which it requires prior to commencing negotiation with the City for a new lease. The Postal Service has completed some of these internal requirements, to include obtaining appraisals of the premises, but requires additional time to commence and complete negotiations with the City. The Postal Service has notified Legal that it will use JLL Brokerage to negotiate the leases.

The Postal Service is requesting an additional three-month extension of the current terms and conditions of the leases for a fixed term basis beginning July 1, 2023 and ending September 30, 2023 at the current rental rate of \$48,386.00 per year for the post office facility and \$10.00 per year for the Parking Lot. Upon completion of a new lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new lease will be retroactive to October 1, 2022.

The Arvada team recommends that City Council approve R23-071, A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and for the Lease of the Parking Lot at 5886 Ammons Street.

Financial Impact

The financial impact will be determined after the negotiation of a possible new lease is finalized.

Background

The City Council Strategic Plan adopted on June 17, 2013 included a strategic result associated with the future need to expand Police and Municipal Court facilities to meet the City's growth. The 2013 Strategic Result was as follows:

By December 31, 2014, a conceptual plan and location for a new Justice Center will be completed in order to accommodate emerging safety requirements of the public.

When the City received notification of the post office sale, we tasked our master plan design consultant to review the use of the post office as a Justice Center that would meet the needs of the Police Department and the Municipal Court. The consultant determined the facility could be a viable option and provided concept plans in the final master plan documents.

While acknowledging the viability of the site to be developed as a Justice Center, other higher capital project priorities were identified, including the need to increase funding for street maintenance, construction of the Olde Town Hub and several other projects that were recommended by the Citizens Capital Improvements Project Committee when they completed their work in 2015. The impact of the Police community stations coming on line slightly reduced the need for additional space and the Municipal Court reevaluated priorities with the appointment of Judge Kurtz. Therefore, there are neither the funds nor the urgency to develop the Justice Center at this time.

Discussion

Internally, the Postal Service processes and lack of communication by JLL Brokage have taken a substantial amount of time. This extension of time will allow them to follow federal procedures on appraisals and develop the new lease agreement. In turn, this will allow the City to determine the best path forward now that we know their intent to continue leasing the premises.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Specifically, the recommended action supports Strategic Result 6 (SR6):

By 12/25, complete a comprehensive plan for City facilities and properties that would be utilized for City business operations post COVID-19, including the City Hall campus, Indiana Shops, and other appropriate satellite facilities to ensure optimal usage of space

Alternative Courses of Action

No other alternatives at this time

Recommendation for Action

The Arvada team recommends that the City Council approve R23-071, A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and for the Lease of the Parking Lot at 5886 Ammons Street.

Suggested Motion:

I move that R23-071, A Resolution A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, be (approved) (rejected)

Prepared by:

SUBJECT: R23-071, A Resolution Authorizing Another Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

PAGE: 3
ITEM: 8.A.6.

Kim Vagher, Manager of City Facilities

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	7/7/2023
Jacqueline Rhoades, Public Works Director	7/7/2023
Bryan Archer, Director of Finance	7/10/2023
Tammy Hedlund, Legal Specialist	7/10/2023
Jessica Morales, Assistant City Attorney	7/10/2023
Don Wick, Deputy City Manager	7/10/2023
Rachel Morris, City Attorney	7/10/2023
Lorie Gillis, City Manager	7/12/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-_____

A RESOLUTION AUTHORIZING ANOTHER THREE MONTH EXTENSION OF TWO
LEASES BY AND BETWEEN THE CITY OF ARVADA AND THE UNITED STATES
POSTAL SERVICE FOR LEASE OF THE BUILDING AT 5885 ALLISON STREET AND
FOR LEASE OF THE PARKING LOT AT 5886 AMMONS STREET

WHEREAS, the City of Arvada currently leases the property located at 5885 Allison Street to the United States Postal Service (“USPS”) for its use of the property as a Postal Office at an annual rental of \$48,386.00; and

WHEREAS, the City of Arvada currently leases the property located at 5886 Ammons Street to the USPS for its use of the property as a parking lot for USPS employees, at an annual rental of \$10.00; and

WHEREAS, the lease agreements were set to terminate on September 30, 2022; and

WHEREAS, on September 19, 2022, the City Council approved a six month extension of the lease agreements for a fixed term basis beginning October 1, 2022 and ending March 31, 2023; and

WHEREAS, on March 20, 2023, the City Council approved a three month extension of the lease agreements for a fixed term basis beginning April 1, 2023 and ending June 30, 2023; and

WHEREAS, given the amount of time it has taken the USPS to complete its internal requirements, additional time is needed for negotiation of new lease agreements; and

WHEREAS, this additional three month extension of the existing leases will be for a fixed term basis beginning July 1, 2023 and ending September 30, 2023; and

WHEREAS, the USPS agrees that upon completion of negotiations of new leases for both the properties, the rental rate in effect at the commencement of the new leases will be retroactive to October 1, 2022, and if that rental rate is in excess of the current rent, the USPS will make one lump sum payment to the City of Arvada for the difference between the rental rate in the new leases and the current rent.

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, Agreements, which are 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 _____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____



Lease Extension

Facility Name/Location

MAIN OFFICE (070414-001)

5885 ALLISON ST, ARVADA, CO 80004-9998

Lease Extension No: 003

Lease: E00000000774

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 01/02/1969, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 07/01/2023 and ending 09/30/2023 at an annual rental of \$48,386.00.

See Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location

MAIN OFFICE (070414-001)

5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: E00000000774

1. Upon completion of negotiation of a new Lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new Lease will be retroactive to 10/01/2022. If that rental rate is in excess of the current rent, the Postal Service will make one lump sum payment for the difference of between the rental rate in the new Lease and the current rent. The lump sum payment will be made within thirty (30) days of execution of the new Lease. If the new Lease term begins before the expiration date of this lease extension, 9.30.2023, the new Lease will supersede and terminate this current lease as of the effective date of the new Lease.
2. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name & Title Marc Williams, Mayor Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Landlord's Address: CITY OF ARVADA

8101 RALSTON RD

ARVADA, CO

Zip+4 80002-2400

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

ATTEST:

Witness _____ Witness _____

City Clerk

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer



Lease Extension

Facility Name/Location

MAIN OFFICE PARKING (070414-002)

5886 AMMONS ST, ARVADA, CO 80004-9998

Lease Extension No: 003

Lease: E00000000775

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/03/1975, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 07/01/2023 and ending 09/30/2023 at an annual rental of \$10.00.

See Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location

MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: E00000000775

1. Upon completion of negotiation of a new Lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new Lease will be retroactive to 10/01/2022. If that rental rate is in excess of the current rent, the Postal Service will make one lump sum payment for the difference of between the rental rate in the new Lease and the current rent. The lump sum payment will be made within thirty (30) days of execution of the new Lease. If the new Lease term begins before the expiration date of this lease extension, 9.30.2023, the new Lease will supersede and terminate this current lease as of the effective date of the new Lease.
2. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name & Title Marc Williams, Mayor Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

APPROVED AS TO FORM:

Landlord's Address: CITY OF ARVADA

Rachel A. Morris, City Attorney

8101 RALSTON RD

By: _____

ARVADA, CO Zip+4 80002-2400

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

ATTEST:

Witness _____ Witness _____

City Clerk _____

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees (Presenter: Sharon Israel, Director of Utilities)

Report in Brief

Presenter: Sharon Israel, Director of Utilities

The resolution updates the fee schedule for the solid waste services provided by Republic Services, Inc. (Republic), effective August 1, 2023.

Section 90-35, Waste Services Fees, of Arvada’s City Code requires that the City Council, by resolution, establish the fees to be imposed on all City residents receiving City waste services.

The Arvada team recommends that the City Council approve R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees .

Financial Impact

This adjustment to solid waste services fees is a pass through of a service price change, and increases the amount that the City customers will pay for the solid waste and recycling services provided by Republic. The City will pay the increase for the month of July 2023 (estimated to be approximately \$9,000) from the Waste Hauling Enterprise Fund. Beginning August 1, 2023, the fee will be passed through to customers on their combined utility bill.

Background

The solid waste services fee schedule is being updated to reflect a price increase from Republic Services in accordance with our contract. The increase in fees is 3.5% and is effective July 1, 2023. This is the first time fees have been increased since the inception of the City's Solid Waste Hauling program. For this first fee adjustment, there will be a one month delay in passing the increase on to customers. Customers will see an increase in their bills effective after August 1, 2023.

Discussion

In July 2020, City Council approved a contract with Republic to provide solid waste and recycling services to the City of Arvada. The prices adopted in 2020 were effective for two years and have remained the same since July 2020.

Per the contract, Republic has the ability to request a price increase, provided that they can demonstrate that the National Water/Sewer/Trash Index increased during the previous 12 months. The Republic team has provided that information. Per the contract, this increase can be no higher than the contractual ceiling of 3.5%.

Effective July 1, 2023, the prices for the services that Republic provides will increase by 3.5%. Our customers will see this on their bills beginning on August 1, 2023.

Public Contact

SUBJECT: R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees (Presenter: Sharon Israel, Director of Utilities)

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ITEM: 8.B.1.

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

This action aligns with the Infrastructure Principle in the City Council Strategic Plan:

Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

Alternative Courses of Action

1. Approve the Resolution, adopting the amended waste and recycling service fees per the city's contract with Republic.
2. Do not approve the Resolution. The city team does not recommend this alternative, as Republic has provided the appropriate documentation to support the increase.

Recommendation for Action

The Arvada team recommends that the City Council approve R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees.

Suggested Motion:

I move that R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees, be (approved) (rejected).

Prepared by:
Christine Gray, Utilities Business Manager

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	6/28/2023
Bryan Archer, Director of Finance	6/29/2023
Jessica Morales, Assistant City Attorney	6/29/2023
Kelsy Sargent, Assistant City Attorney	6/30/2023
Tammy Hedlund, Legal Specialist	6/30/2023
Rachel Morris, City Attorney	7/5/2023

SUBJECT: R23-068, A Resolution Authorizing the First Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” and Increasing Waste Service Fees (Presenter: Sharon Israel, Director of Utilities)

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ITEM: 8.B.1.

Don Wick, Deputy City Manager 7/6/2023

Lorie Gillis, City Manager 7/6/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-068

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT
TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND ALLIED WASTE
TRANSPORTATION, INC. D/B/A REPUBLIC SERVICES OF DENVER FOR RESIDENTIAL
SOLID WASTE COLLECTION SERVICES” AND INCREASING WASTE SERVICE FEES

WHEREAS, upon approval of the City Council, the City and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver (“Republic”) entered into an agreement on June 17, 2020, wherein Republic would provide residential trash and recycling collection services for the residents of the City (the “Original Agreement”); and

WHEREAS, section 19.1 of the Original Agreement allows for annual price changes, beginning July 1, 2023; and

WHEREAS, this First Amendment to the Original Agreement will increase pricing by 3.5%; and

WHEREAS, Section 90-35, Waste Services Fees, of Arvada’s City Code states the City Council shall, by resolution, establish the fees to be imposed on all City residents receiving City utility services.

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 Amendment to an Agreement between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services, which is in substantially the same form as that attached hereto.

Section 2. City Council authorizes, in accordance with Section 90-35 of the Arvada City Code, a 3.5% price increase to the waste service fees.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney:

BY: _____

**FIRST AMENDMENT
TO "AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
ALLIED WASTE TRANSPORTATION, INC. D/B/A REPUBLIC
SERVICES OF DENVER FOR RESIDENTIAL SOLID WASTE
COLLECTION SERVICES"**

1. PARTIES.

- 1.1. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 ("Arvada") and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver, a Colorado corporation whose principal place of business is located at 18500 North Allied Way, Phoenix, Arizona 85054 ("Contractor").

2. RECITALS AND PURPOSE.

- 2.1. Arvada required a qualified firm to provide residential trash and recycling collection services for the City of Arvada.
- 2.2. On or about May 24, 2019, Arvada issued a Request for Proposal for Arvada Organized Waste Hauling, RFP-19-Organized Waste Hauling ("Original RFP") seeking proposals from qualified firms to provide professional services described in Sec. 2.1. On September 6, 2019, Arvada issued an additional Request for Best and Final Proposal, RFP-19-Organized Waste Hauling BAFP ("BAFP") to the four pre-qualified Contractors from the Original RFP.
- 2.3. On or about June 17, 2020, Arvada and Contractor entered into an agreement for these residential trash and recycling services ("Original Agreement").
- 2.4. For the convenience of the parties, (due to the voluminous nature of the Original Agreement), the Original Agreement is not attached hereto but is incorporated herein by reference.
- 2.5. Section 19.1 of the Original Agreement allows for annual price changes, beginning July 1, 2023. Specifically, the Original Agreement states as follows:

"19 .1 Annual price change: Annually, effective at the end of the second year of the Agreement, July 1, 2023, Contractor shall have the option to increase prices. During the option periods, the City will consider an adjustment to the pricing structure. For consideration of price increases above, the Contractor must document that it was subject to price increases by the agreed upon National Water/Sewer/Trash Index. This change shall be based on the most recent 12 month period available. Price adjustments shall not fall below a floor of 2.5% and shall not exceed a ceiling of 3.5% annually, plus any new Regulatory fees imposed by state or national agencies or law, subject to approval by City Council Resolution. The Contractor shall request in writing 90 days prior to the annual initial service contract renewal date the calculated price change and updated price form exhibits."

2.6. The purpose of this First Amendment to the Original Agreement (“First Amendment”) is to accept and incorporate Contractor’s increase in pricing, in compliance with Section 19.1 of the Original Agreement.

3. CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of this First Amendment and the Original Agreement together with the following:

Exhibit A: Contractor’s 2023 Price Increases (Replaces Exhibit 5 of Original Agreement)

Exhibit B: Contractor’s Documentation of Basis for Price Increase

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. PRICING CHANGES FOR THIS FIRST AMENDMENT.

4.1. The pricing contained in **Exhibit A** to this First Amendment shall replace the pricing on **Exhibit 5** of the Original Agreement.

5. FULL FORCE AND EFFECT.

5.1. All other terms and conditions shall be as set forth in the Original Agreement. In the event of a conflict between the terms of this First Amendment and the terms of the Original Agreement, the terms of this First Amendment shall control.

(Remainder of page intentionally left blank. Signatures on next page.)

DATED this _____ day of _____, 2023.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams
Mayor
8101 Ralston Road
Arvada, Colorado 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ALLIED WASTE TRANSPORTATION, INC.
D/B/A REPUBLIC SERVICES OF DENVER

Dan DeWaard
General Manager
5075 East 74th Avenue
Commerce City, Colorado 80022

Exhibit A

First Amendment

To “An Agreement Between the City of Arvada and
Allied Waste Transportation, Inc. d/b/a
Republic Services of Denver for Residential
Solid Waste Collection Services”

Pricing Form

Waste and Recycle Services: performed by Republic Services. City Wide based on approximately 32,000 households. Volume base pricing. Residents select 32,64 or 96 gallon carts. 96 gallon recycle cart is included.

Service for 32 Gallon Waste Cart	<u>\$8.55 per household, per month</u>
Service for 64 Gallon Waste Cart	<u>\$12.82 per household, per month</u>
Service for 96 Gallon Waste Cart	<u>\$17.10 per household, per month</u>
Extra Cart Pricing – Trash - Any Size	<u>\$3.62/mo (\$43.44 annually)</u>
Extra Cart Pricing – Recycle - Any Size	<u>\$2.33/mo (\$27.96 annually)</u>
Minimum Service Fee	<u>\$4.40 per household, per month</u>
Trash Bag Tag	<u>\$3.62 Each</u>

To qualify for an additional Trash or Recycle Cart, a resident must already subscribe to the largest trash or recycle cart, which is 96 gallons in size.

Additional Optional Services:

Cart Exchange more than twice per year	<u>\$15.53 per cart/per exchange</u>
--	--------------------------------------

Bulk Program is NOT included in the pricing above.

- A. Bulky item collection performed as drop off events 3 times per year on the west side of the City billed to the City. \$284.62 per 30 yard roll off
- **15 -30 yard roll offs provided to the City Free each contract year**
- B. Curbside bulk pick-up for a fee billed to the Household:
- a. Curbside Bulk \$15.53 per bulk item

Spring Leaf Drop Off:

Three (3) weekends per event for Fall Leaf Recycling Leaf drop off. Pricing below reflects the collected material will be composted.

Fall Events	<u>\$388.13 per 30 yard roll off</u>
-------------	--------------------------------------

Exhibit B

First Amendment

To “An Agreement Between the City of Arvada and
Allied Waste Transportation, Inc. d/b/a
Republic Services of Denver for Residential
Solid Waste Collection Services”



April 1, 2023

City of Arvada
RE: 2023 Price Increase Calculation
Attn: Jason O'Keefe,

Republic Services is sending notification of the upcoming price increase that will go into effect on July 1, 2023. Below is the contract language giving direction on the price increase process.

Annual price change: Annually, effective at the end of the second year of the Agreement, July 1, 2023, Contractor shall have the option to increase prices. During the option periods, the City will consider an adjustment to the pricing structure. For consideration of price increases above, the Contractor must document that it was subject to price increases by the agreed upon National Water/Sewer/Trash Index. This change shall be based on the most recent 12month period available. Price adjustments shall not fall below a floor of 2.5% and shall not exceed a ceiling of 3.5% annually, plus any new Regulatory fees imposed by state or national agencies or law, subject to approval by City Council Resolution. The Contractor shall request in writing 90 days prior to the annual initial service contract renewal date the calculated price change and updated price form exhibits.

Based on the above contract language, the City of Arvada Residential Solid Waste Collection Services will see a rate increase of 3.5%, the contractual ceiling. Currently, the 12-month running average for Water/Sewer/Trash based off of the Bureau of Labor Statistics is at 4.63% through February 2023, the most current data available. Below are the new service rates that will be invoiced by Republic Services. These rates do not include the service fees from the City of Arvada.

- Opt Out Fee = \$4.40
- 32 Trash Waste Cart = \$8.55
- 64 Trash Waste Cart = \$12.82
- 96 Trash Waste Cart = \$17.10
- Xtra Cart Trash – any size = \$3.62
- Xtra Cart Recycle – any size = \$2.33
- Bulk Item Collection = \$15.53
- Roll Off – Waste = \$284.62
- Roll Off – Green Waste (composted) = \$388.13

Republic Services appreciates the partnership we have developed with Arvada and the ongoing business relationship. Please reach out with any questions.

Regards,
Mark Petrovich
Republic Services

Exhibit B







REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.B.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-069, A Resolution Authorizing Intergovernmental Agreements for Election Coordination with Jefferson County Clerk and Recorder and Adams County Clerk and Recorder (Presenter: Lorie Gillis, City Manager)

Report in Brief

Presenter: Lorie Gillis, City Manager

The purpose of this resolution is to authorize Intergovernmental Agreements with the counties of Adams and Jefferson for the regular municipal election to be held on November 7, 2023. Both Jefferson County and Adams County have determined that they will be conducting a “coordinated election” on November 7, 2023.

The Arvada team recommends that the City Council approve R23-069, A Resolution Authorizing Intergovernmental Agreements for Election Coordination with Jefferson County Clerk and Recorder and Adams County Clerk and Recorder.

Financial Impact

The approximate cost for contracting with both counties is \$50,000. The final cost is determined by the number of entities participating and sharing in the costs of the election, staff hired by the counties to assist in the election, printing costs, and mailing costs. Arvada’s share is a percentage based on the number of registered voters. These costs are budgeted in the City Clerk’s budget.

Background

Section 3.2 of the Arvada City Charter states that Regular Municipal Elections shall be held biennially on the first Tuesday in November in odd-numbered years.

Discussion

Conducting a coordinated election with Adams and Jefferson Counties saves public resources, avoids duplication of services, and provides Arvada voters with seamless access to exercise their right to vote.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Organizational and Service Effectiveness.

Alternative Courses of Action

SUBJECT: R23-069, A Resolution Authorizing Intergovernmental Agreements for Election Coordination with Jefferson County Clerk and Recorder and Adams County Clerk and Recorder (Presenter: Lorie Gillis, City Manager)

PAGE: 2
ITEM: 8.B.2.

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-069, A Resolution Authorizing Intergovernmental Agreements for Election Coordination with Jefferson County Clerk and Recorder and Adams County Clerk and Recorder.

Suggested Motion:

I move that R23-069, A Resolution Authorizing Intergovernmental Agreements for Election Coordination with Jefferson County Clerk and Recorder and Adams County Clerk and Recorder, be (approved) (rejected).

Prepared by:
Kristen Rush, City Clerk

Reviewed by:

Approved by:

Kylie Justus, Assistant City Attorney	6/28/2023
Rachel Morris, City Attorney	7/5/2023
Linda Haley, Deputy City Manager	7/5/2023
Lorie Gillis, City Manager	7/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-069

A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR
ELECTION COORDINATION WITH JEFFERSON COUNTY CLERK AND RECORDER
AND ADAMS COUNTY CLERK AND RECORDER

WHEREAS, Jefferson County Clerk and Recorder, Adams County Clerk and Recorder, and the City of Arvada are authorized to conduct elections under Colorado law; and

WHEREAS, Jefferson County Clerk and Recorder, Adams County Clerk and Recorder, and the City of Arvada wish to coordinate the administration of their respective election matters at the upcoming elections to be held on November 7, 2023.

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 forms approved by the City Attorney, Intergovernmental Agreements for Election Coordination, which are in substantially the same forms as those attached hereto.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

BY: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND
THE CITY/TOWN OF _____ CITY OF ARVADA
FOR THE NOVEMBER 7, 2023 COORDINATED ELECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 17th day of **July**, 2023, by and between the Adams County Clerk and Recorder, located at 4430 S. Adams County Parkway, Suite E3102, Brighton, Colorado 80601, hereinafter referred to as the “Clerk and Recorder,” and the City/Town of **City of Arvada**, located at **8101 Ralston Road**
Arvada, Colorado, 80004, hereinafter referred to as the “Municipality” for the purpose of conducting a Coordinated Election to be held on **November 7, 2023**. The Clerk and Recorder and the Municipality may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a), and Colorado Revised Statute (C.R.S.) § 29-1-203, the County and the Municipality may cooperate or contract with each other to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, pursuant to § 1-1-111, C.R.S. of the Uniform Election Code of 1992 (§ 1-1-101, *et. seq.* C.R.S., hereinafter referred to as the “Code”), the Municipality is authorized to contract with the Clerk and Recorder to perform all or part of the duties associated with conducting elections; and,

WHEREAS, the Clerk and Recorder and the Municipality have determined that it is in their best interests to conduct the election as a “Coordinated Election,” as such terms are defined in the Code; and,

WHEREAS, the Clerk and Recorder and the Municipality have determined that it is in the best interests of their respective residents to cooperate and contract concerning the election upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE I: DUTIES OF THE CLERK AND RECORDER

1. **ELECTION OFFICIAL.** The Clerk and Recorder shall act as the “Coordinated Election Official,” pursuant to § 1-1-104(6.5), C.R.S., and shall be responsible for the conduct of the election, which shall be in accordance with the provisions of the Code, the Taxpayer’s Bill of Rights, Colo. Const. art. X, § 20, hereinafter referred to as “TABOR,” and any pertinent Rules promulgated by the Colorado Secretary of State, hereinafter referred to as the “Rules.”

2. **NO RUN-OFF ELECTION.** This Agreement is for the November 7, 2023 election only. In the event the Municipality’s Code and/or Charter provide for a run-off election, and a run-off election becomes necessary, the Adams County Clerk and Recorder will not conduct that election for the Municipality.

3. **CONTACT OFFICER.** The Deputy Director of Elections, Jami Martinez, will be the designated contact officer for the County and will act as the primary liaison between the Election Office and the Municipality for purposes of the election. Jami Martinez can be reached at (720) 523-6421 or jcmartinez@adcogov.org.

4. **VOTER LISTS.** Upon the request of the Municipality, the Clerk and Recorder shall provide to the Municipality a list of the names and addresses of the registered voters in the Municipality. The list shall be certified by the Clerk and Recorder upon the request of the Municipality’s designated election official. If the Municipality believes the Clerk and Recorder’s voter registration list is inaccurate, the Municipality shall immediately advise the Clerk and Recorder and shall work with the Clerk and Recorder on corrections and revisions in a timely manner.

5. **VOTING.** The Clerk and Recorder shall provide for voter service and polling centers, mail, emergency, and provisional voting, pursuant to the relevant provisions of the Code and/or the Rules.

6. **CERTIFICATION OF RESULTS.** The Clerk and Recorder shall appoint a canvass board, pursuant to § 1-10-101 or § 1-10-201, *et seq.*, C.R.S.

7. **RECORDS AND STORAGE.** The Clerk and Recorder shall store all election records, and any other such materials as required under the Code, for a period of at least twenty-five (25) months after the election. Such storage shall be accessible by the Municipality, if legally necessary, upon accompaniment by the Clerk and Recorder or a designated representative, to resolve any challenges or other legal questions that might arise. In addition, upon request, the Clerk and Recorder shall compile a list of the names of persons who vote in the election and, shall provide to the Municipality a printed or electronic list containing the names of those persons.

ARTICLE II: DUTIES OF THE MUNICIPALITY

1. DESIGNATED ELECTION OFFICIAL. The Municipality has designated **Kristen Rush**

720-898-7546

kristen@arvada.org,

as its “designated election official,” pursuant to § 1-1-104(8), C.R.S. The designated election official shall act as the primary liaison between the Municipality and the Clerk and Recorder. The municipality may provide a secondary contact via email to jcmartinez@adcogov.org. All communications concerning the election, whether oral or in writing, shall be directed to the Adams County Election Department, 4430 S. Adams County Parkway, Suite E3102, Brighton, Colorado 80601; phone number: (720) 523-6421; and facsimile number: (720) 523-6266. Email communications are preferred and should be sent to jcmartinez@adcogov.org.

2. ORDINANCE OR RESOLUTION. In order to avoid any potential discrepancies and as allowed by § C.R.S. 1-1-102, the Municipality will pass an Ordinance or Resolution indicating that it will utilize and be subject to the requirements and procedures of the Uniform Election Code of 1992 while participating in this election and that said Code will apply in lieu of the “Colorado Municipal Election Code of 1965”, article 10 of title 31, C.R.S., with respect to any election. Municipality will supply a copy of this Ordinance or Resolution when returning a signed copy of this IGA to the Clerk and Recorder.

3. SECTION 203 OF THE VOTING RIGHTS ACT. In order to maintain compliance with 52 USC 10503, (Section 203 of the Voting Rights Act), the District is required to use a qualified translator or interpreter as defined in § C.R.S. 1-5-903 (4) and provide to the Clerk and Recorder a Spanish translation of the District’s ballot certification referenced in Article II, section 9 of this Agreement; and TABOR notice and pro / con statements referenced in Article III of this Agreement at the same time that the original content is provided.

4. STREET LOCATOR FILE. In order for the Clerk and Recorder to provide correct ballots to electors, it is critical that the information contained in the Municipality’s street locator file be accurate. It is the Municipality’s responsibility to ensure that the information contained in the street locator file is an accurate representation of the Municipality’s street indexes contained within the Municipality’s legal boundaries.

As long as the Clerk and Recorder has been timely notified of the Municipality’s intent to participate in the election, the Clerk and Recorder will provide to the Municipality a street locator file by **June 1, 2023**.

- The file will contain a list of the street address ranges the Clerk and Recorder’s system currently shows as being located in the Municipality.
- The designated election official for the Municipality shall inspect the information contained in the locator file and shall notify the Clerk and Recorder’s Office by **August 1, 2023** of any changes, additions or deletions that need to be made. If required, the Clerk and Recorder will make the required changes and resubmit the locator file to the Municipality.

- The Municipality will inspect the file and shall make a final certification as to the accuracy of the locator file by no later than **September 5, 2023**.
- If the locator information and/or certification are not provided by the Municipality on the date specified herein, the Municipality may not participate in the election on **November 7, 2023**.

5. LEGAL NOTICES. The Clerk and Recorder shall publish notice of the election, as required by the Code, and such publication shall satisfy the publication requirement for all political subdivisions participating in the election, pursuant to § 1-5-205(1.4), C.R.S. However, the Municipality shall post and/or publish any other legal notices required of the Municipality, pursuant to relevant provisions of its charter, the Code, TABOR, the Rules, or the Colorado Municipal Code of 1965, § 31-10-101, *et seq.*, C.R.S., except as otherwise provided herein.

6. PETITIONS. Petitions, where applicable, shall be made available through the Municipality's designated election official, pursuant to the applicable laws and/or rules.

7. VERIFICATION OF PETITIONS. Petitions shall be verified by the Municipality, pursuant to the applicable laws and/or rules. The Clerk and Recorder will provide access to voter registration information to the Municipality if petitions are verified.

8. WRITE-IN CANDIDATES. Affidavits of intent to become a write-in candidate, where applicable, shall be filed with the Municipality's designated election official, pursuant to the applicable laws and/or rules, and a copy will be provided to the Clerk and Recorder.

9. BALLOT CERTIFICATION AND PREPARATION. The Municipality shall provide to the Clerk and Recorder the Municipality's ballot text and translation by no later than **September 8, 2023 at 3:00 p.m.**, which is sixty (60) days prior to the election, pursuant to § 1-5-203(3)(c), C.R.S.. The Municipality shall be solely responsible for the language, content, and accuracy of the ballot text.

In accordance with § 1-5-407(7), C.R.S., no printing or distinguishing marks shall be on the ballot except as specifically provided in section 1-40-106 (3)(e) to (3)(g) and (3)(j). Additionally, the ballot text shall be submitted by e-mail as an attachment that conforms to the following requirements, to Jami Martinez at jcmartinez@adcogov.org. Ballot questions and issues will be designated a number and a letter after ballot certification.

The ballot text, sample attached as "Exhibit A", shall be provided:

- In Microsoft Word format
- In Arial 10 point font
- With no extraordinary formatting (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, parenthesis, or symbols)
- Ballot issue title and text shall be provided in all caps
- All contests must include the "term of office" and "vote for #" information

For purposes of consistency, when candidates choose to use nicknames they will appear on

the ballot in quotation marks as follows: First Name “Nickname” Last Name.

An audio recording of all candidate names for Municipality’s portion of the ballot must be provided by having the candidates call (720) 523-6046 and follow the recorded instructions by no later than the ballot certification deadline of **September 8, 2023 at 3:00 p.m.**

Within one (1) business day of receiving a “proof-ready” copy of the ballot text from the Clerk and Recorder, the Municipality shall proof and authorize the text and layout of its portion of the ballot prior to the printing of ballots. The Municipality will be allowed to make corrections to the ballot proof copy only within the one (1) business day period. If there is no response within the allotted proofing period, the Municipality’s portion of ballot text will be approved for printing.

10. ELECTION TESTING, AUDIT AND RESULTS. The Municipality may attend and observe any ballot testing, as scheduled by the Clerk and Recorder, prior to the election. The Municipality may also attend and observe any logic and accuracy, or post-election audit conducted after Election Day, pursuant to §§ 1-7-509 and 1-7-514, C.R.S. Election results will not be final and official until certified by the canvass board, which may be up to 22 days after Election Day.

11. ELECTION DAY. On Election Day, the Municipality shall provide election support by telephone and/or in-person from 7 a.m. until 7 p.m. or longer, as requested by the Clerk and Recorder. The Municipality must also act as a voter registration agent as required by § 1-2-202 (2), C.R.S., and assist voters with “same day voter registration” needs, if a voter appears and requests such service.

12. REFERENCE CALENDAR. The Municipality will comply with all of the dates listed in the Important Elections Dates calendar attached as “Exhibit B”.

ARTICLE III: TABOR

The Municipality shall be solely responsible for its compliance with the requirements of TABOR, Colo. Const. art. X, § 20, for the purposes of the election, unless otherwise specified herein.

If the Municipality is required to prepare a TABOR notice for any ballot issue(s), the Municipality shall be solely responsible for its preparation, accuracy, and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, and the required translations to the Clerk and Recorder by no later than **September 25, 2023 at 12:00 p.m.**, which is forty-three (43) days prior to the election, pursuant to § 1-7-904, C.R.S. Such notice, including pro and con summaries and fiscal information, shall be submitted by e-mail as an attachment that conforms to the following requirements to Jami Martinez at jcmartinez@adcogov.org.

The notice, sample attached as “Exhibit C”, shall be provided:

- in Microsoft Word format
- in Arial 10 point font

- with no extraordinary formatting (including, but not limited to, no bullets, text boxes, charts, spreadsheets, strike-outs, strike-throughs, bolding, or symbols)

If the Clerk and Recorder is responsible for preparing a TABOR notice package, the Clerk and Recorder shall do so in compliance with the provisions of TABOR, Colo. Const. art. X, § 20, and any pertinent Rules.

Except as otherwise specified herein, the Clerk and Recorder shall in no manner be responsible for the Municipality's compliance with the requirements of TABOR, nor shall the Clerk and Recorder in any manner be responsible for the language contained in the TABOR notice(s) or translations prepared by the Municipality.

The Municipality shall be solely responsible for calculating and providing to the Clerk and Recorder any fiscal information necessary to comply with TABOR, Colo. Const. art. X, § 20(3)(b), and the Clerk and Recorder shall in no way be responsible for the accuracy of the fiscal information, which shall be placed in the ballot issue notice as provided by the Municipality.

If applicable, pursuant to § 1-7-906(2), C.R.S., the Municipality shall be responsible for mailing the ballot issue notice packet to each address of one or more active registered electors who do not reside within the County.

Within one (1) business day of receiving a "proof-ready" copy of the TABOR notice from the Clerk and Recorder, the Municipality shall proof and authorize the text and layout of its portion of the notice prior to the printing of notices. The Municipality will be allowed to make corrections to the notice proof copy only within the one (1) business day period. If there is no response within the allotted proofing period, the District's portion of the TABOR Notice will be approved for printing.

ARTICLE IV: COSTS

The Municipality shall reimburse the County for its prorated share of the actual costs of the election, as permitted under § 1-7-116(2)(b), C.R.S., including the costs associated with the mailing of the TABOR notice package (if applicable). Such proration shall be made based upon a formula of active registered voters within each entity participating in the election. The prorated actual costs shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailings, materials, voter service and polling centers if applicable, election worker expenses, and other costs. There may be additional factors, for example anticipated voter turnout, that may affect this cost estimate. A multiple page ballot is possible and will result in additional costs. Actual costs may include charges for extraordinary ballot question length if said length results in increased printing costs. Minimum election cost is \$100.

For the 2023 election, it is estimated that costs to the Municipality will be approximately \$2.00 per active registered voter in the Municipality. This is an estimate only.

TABOR notice costs will be additional and will be billed for printing based on the number of pages consumed by the Municipality. TABOR notice costs will be based on the number of active registered voter households in the Municipality. There is a \$100 TABOR notice cost for entities with 1,000 voters or less. The TABOR notice cost for entities with 2,000 voters or less is \$500. Fees for Districts with more than 2,000 voters are based on proportional actual costs.

In the event Municipality has a mandatory recount, Municipality will be responsible and charged for the actual cost incurred by the County for conducting the recount.

In the event that there is an error in the ballot language certified to the Clerk and Recorder by the Municipality, and the Municipality requests that it be corrected, the Clerk and Recorder will make its best effort to correct the error on the ballot if time and circumstance allow. However, the Municipality will be responsible for the cost of correcting the error, including, but not limited to all costs associated with reprinting the ballots.

The Clerk and Recorder shall submit to the Municipality an invoice for all expenses incurred under this Agreement, and the Municipality shall remit to the Clerk and Recorder the total payment within thirty (30) days of the receipt of such invoice. If the invoice is not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE V: CANCELLATION OF THE ELECTION

In the event the election is canceled, notice of such cancellation shall be provided by the Municipality to the Clerk and Recorder. The Municipality shall reimburse the Clerk and Recorder for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the Municipality to the Clerk and Recorder within thirty (30) days of the receipt of an invoice therefor. If cancellation occurs after the certification deadline, full election costs may be incurred. If the actual expenses are not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE VI: DAMAGES

Subject to the provisions of the Colorado Governmental Immunity Act, each party assumes liability for losses, costs, demands or actions arising out of or related to any actions, errors or omissions of its officers, employees, or agents in fulfilling its responsibilities for the election or under this Agreement. Nothing contained in this Agreement shall constitute any waiver by either party of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

ARTICLE VII: CONDUCT OF THE ELECTION

It is the intent of the Parties that the Clerk and Recorder shall conduct the election and the Municipality shall timely supply the Clerk and Recorder with all information needed for

that part of the election that is related to the Municipality.

ARTICLE VIII: MISCELLANEOUS

1. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures.

2. NOTICES. Any and all notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: a) three (3) days after the same shall have been mailed by certified mail, return receipt requested; b) immediately upon hand delivery; or c) immediately upon receipt of confirmation that a facsimile transmission thereof was received. All notices shall be addressed to the following Parties:

For the Clerk and Recorder:

Josh Zygielbaum
Adams County Clerk and Recorder
4430 S. Adams County Parkway
Suite E3102
Brighton, Colorado 80601
Phone: (720) 523-6500
Facsimile: (720) 523-6266
E-mail: jzygielbaum@adcogov.org

Jennifer D. Stanley, Deputy County Attorney,
Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B
Brighton, Colorado 80601
Phone: (720) 523-6116
Facsimile: (720) 523-6114
E-mail: jstanley@adcogov.org

For the Municipality:

Kristen Rush
City of Arvada
8101 Ralston Road
Arvada, Colorado 80002
720-898-7546
720-898-7515
kristen@arvada.org

3. INTEGRATION OF UNDERSTANDING. This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is

signed by all of the Parties.

4. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect. No subsequent resolution or ordinance enacted the Municipality shall impair the rights of the Clerk and Recorder or the Municipality hereunder without the written consent of the Parties.

5. TIME OF ESSENCE. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date first written above.

CLERK AND RECORDER
ADAMS COUNTY, COLORADO

Josh Zygielbaum

Date

Approved as to form:

Adams County Attorney's Office

FOR THE Municipality:

Name: Marc Williams

Title: Mayor

Date

ATTEST:

Kristen Rush, City Clerk

Date

Approved as to form:

Rachel Morris, City Attorney

Exhibit A

Ballot Text Examples

Contests

“District” “Office”

“Term of Office”

“(Vote for #)”

“Candidate names in Arial 10 point font and upper/lower case”

Ballot Questions

“District” Question “#”

“Ballot Title”

“Print ballot question in Arial 10 point font and upper/lower case text.”

Ballot Issue

“DISTRICT” BALLOT ISSUE “#”

“BALLOT TITLE”

“PRINT BALLOT ISSUE IN ARIAL 10 POINT FONT AND ALL UPPERCASE TEXT.”

Exhibit B

Important Election Dates

The following are dates of important activities related to the 2023 election for reference by the Municipality.

2023 Election Activity Dates	
7/28	Last day for Municipality to notify Clerk of intent to participate
6/1	Clerk supplies Municipality with street locator file
8/1	Last day for Municipality to notify Clerk of street locator file discrepancies
8/29	Last day to sign IGA
9/5	Last day for Municipality to certify street locator file
9/8	Last day for Municipality to certify ballot order and content to the Clerk
9/8	Last day for Municipality to provide audio recording of candidates' names
9/25	Last day for Municipality to certify TABOR content, if applicable
11/7	Election day – Municipal Clerk’s office must be open 7 a.m. - 7 p.m. to assist voters

Exhibit C

TABOR Notice Example

NOTICE OF ELECTION TO XXXXXXXX XXXXX

[two line spaces]

Election Date: Tuesday, 2023November 7, 2023
Election Hours: 7:00 AM – 7:00 PM

Local Election Office: Name of Designated Election Official
Entity
Street Address
City, CO Zip
(xxx) xxx-xxxx [phone] [extension if applicable]

[two line spaces]

Ballot title and text of ballot issue:

XXXXXX
XXXXXXXXXX
XXXXXX
XXXX
XXXX
XXXX

Fiscal Information [insert table, type in info]

Fiscal Year	Fiscal Year Spending
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Estimated)	\$ xxx,xxx,xxx

Then undo table borderlines, content will be in column alignment

Fiscal Year	Fiscal Year Spending
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Estimated)	\$ xxx,xxx,xxx

Overall percentage change xxxXXXxxxxxxxx:	percentage
Overall dollar xxxxxxxxxxxxxxxxXXXxxxxxxxx:	\$ xx,xxx,xxx
Estimated 20xx (first full fiscal year)xxxxxx:	\$ xx.xxx.xxx
Estimated 20xx fiscal year spending xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
Xxx:	\$ xx,xxx,xxx

Information on District's Current **Debt***

xxxxx
xxxxx

Please do not use underscore line or footnote for *

Type only the * and comment

Summary of Written Comments FOR xxxxxxxx:

Summary of Written Comments AGAINST xxxxxxxx:

INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION (this “Agreement”), dated for reference purposes only this 8th day of June, 2023, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO (“County Clerk”) and the City of Arvada (the “Jurisdiction,” and together with the County Clerk, the “Parties.”)

RECITALS

- A. The County Clerk and the Jurisdiction are authorized to conduct elections under Colorado law;
- B. The Parties wish to coordinate the administration of their respective election matters at the upcoming election to be held on November 7, 2023 (the “Election”); and
- C. This Agreement sets forth the Parties’ respective duties and responsibilities in connection with the preparation for, and conduct of, the Election.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth below:
 - a. “Applicable Law” means all law applicable to the Election, including, without limitation, the Colorado Constitution, the Uniform Election Code (as defined below), UOCAVA (as defined below) and the Rules (as defined below).
 - b. “Ballot Box” means a locked and secured container meeting the requirements of Applicable Law in which ballots may be deposited.
 - c. “Ballot Issue” shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.3).
 - d. “Ballot Issue Notice” shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.5).
 - e. “Ballot Measure” means any Ballot Issue or Ballot Question.
 - f. “Ballot Question” shall the meaning ascribed to that term in C.R.S. § 1-1-104(2.7).
 - g. “Election Audit” means a risk-limiting audit performed in accordance with the requirements of C.R.S. § 1-7-515.
 - h. “Election Canvass” means the process of reconciling the ballots cast in the Election to the ballots counted, which is performed in accordance with the requirements of C.R.S. § 1-10-101, et seq.

- i. “Notice Packet” means a packet containing Ballot Issue Notices prepared and mailed to eligible voters in accordance with Applicable Law and the terms of this Agreement.
 - j. “Precinct” means an area with established boundaries within the Jurisdiction used to establish election districts.
 - k. “Rules” means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, including any amendments adopted after execution of this Agreement.
 - l. “Shared Election Costs” means all costs incurred by the County Clerk in connection with the Election that are eligible to be shared between the County Clerk and the Jurisdiction. Shared Election Costs include, without limitation, all costs incurred by the County related to temporary election staff (such as election judges), including training and onboarding costs, regular County Clerk employee overtime costs related to the Election, the cost of printing ballots, costs for support, maintenance, handling and delivery of Election equipment, hardware and software, the cost of preparing minority language sample ballots and Notice Packets, costs of Election forms, materials, supplies and postage, VSPC rental and setup costs, and costs of Election Day meals.
 - m. “Uniform Election Code” means Articles 1 to 13 of Title 1 of the Colorado Revised Statutes.
 - n. “UOCAVA” means the Uniformed and Overseas Citizens Absentee Voting Act, 52 U.S.C. § 20301, et seq., as incorporated in Colorado pursuant to C.R.S. 1-8.3-101, et seq.
2. **Term.** The term of this Agreement shall commence on the date it is validly executed by both Parties and shall continue until all obligations of both Parties under the Agreement have been completed.
3. **Designation of Coordinated Election Official.** The Parties agree that the County Clerk shall serve as the “Coordinated Election Official” for the Election. As the Coordinated Election Official, the County Clerk shall conduct the Election on behalf of the Jurisdiction and shall be responsible for performing such duties as are assigned to a Coordinated Election Official under Applicable Law, except to the extent specifically modified herein.
4. **Designation of Liaisons.**
- a. Each Party designates the individuals listed below as its liaison and alternate liaison hereunder.
- | | |
|---|--|
| <u>County Clerk Liaison</u>
Cynthia Rasor
Jefferson County Elections Division
3500 Illinois Street, Suite 1100 | <u>Alternate County Clerk Liaison</u>
Geneice Murphy
Jefferson County Elections Division
3500 Illinois Street, Suite 1100 |
|---|--|

Golden, CO 80401
Direct Phone: (303) 271-8115
Office Phone: (303) 271-8111
Email: logistics@jeffco.us

Golden, CO 80401
Office Phone: (303) 271-8111
Email: gmurphy@jeffco.us

Jurisdiction Liaison

Kristen Rush

Name

City Clerk

Title/Office

8101 Ralston Rd

Address

Arvada CO 80002

City, State, Zip Code

303-915-5246

Direct Phone Number

720-898-7546

Office Phone Number

kristen@arvada.org

Email

Alternate Jurisdiction Liaison

Name

Title/Office

Address

City, State, Zip Code

Direct Phone Number

Office Phone Number

Email

- b. The County Clerk Liaison shall act as the County Clerk's primary liaison with the Jurisdiction for the Election and shall have primary responsibility for performance of the County Clerk's obligations hereunder. In the event the Jurisdiction needs immediate assistance and the Election Liaison is unavailable, the Jurisdiction shall contact the Alternate County Clerk Liaison.
- c. The Jurisdiction Liaison shall act as the Jurisdiction's primary liaison with the County Clerk for the Election and shall have primary responsibility for the performance of the Jurisdiction's obligations hereunder. In the event the County Clerk needs immediate assistance and the Jurisdiction Liaison is unavailable, the County Clerk shall contact the Alternate Jurisdiction Liaison.

5. **Notices.** All correspondence and notices required to be given under this Agreement shall be delivered to the Parties' respective liaisons identified above at the addresses listed above and shall be deemed received: (1) three days after the same is mailed by first class, certified mail; (2) immediately upon hand delivery; or (3) immediately upon email transmission, if

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

6. **Mail Ballot Election.** The Election shall be held on November 7, 2023 (“Election Day”) and shall be conducted as a mail ballot election in accordance with the procedures of the Mail Ballot Election Act, C.R.S. § 1-7.5-101, et seq.
7. **Jurisdictional Limitation.** If the Jurisdiction encompasses territory outside of Jefferson County, Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction that falls within Jefferson County.
8. **Responsibilities of the Parties.** The Jurisdiction and County Clerk shall perform the following responsibilities in connection with the preparation for, and conduct of, the Election, in accordance with the terms of this Agreement and Applicable Law:
 - a. **Execution and Documentation of Authority.** On or before August 29, 2023, the Jurisdiction shall email the County Clerk:
 - i. a PDF of this Agreement validly executed by the Jurisdiction; and
 - ii. a copy of a duly-passed resolution stating that the Jurisdiction will coordinate with the County Clerk in the Election in accordance with the terms of this Agreement and Applicable Law and authorizing the Jurisdiction to enter into this Agreement. The email shall be sent to logistics@jeffco.us.
 - b. **Maps and Legal Descriptions.**
 - i. Promptly upon execution of this Agreement, the Jurisdiction shall provide the County Clerk with the Jurisdiction’s current shapefiles (point-to-point geometry using points, lines and area features to define the Jurisdiction’s boundaries) or updated address library files, including each Precinct, district/ward and the voting jurisdiction, if there were any changes to the boundaries of the Jurisdiction after January 1, 2023.
 - c. **Election Preparation and Support**
 - i. VSPCs. The County Clerk shall establish, staff, equip and operate all Voter Service Polling Centers.
 - ii. Election Judges. The County Clerk shall engage, train and coordinate the scheduling of all election judges.
 - iii. Equipment and Supplies. The County Clerk shall obtain all necessary equipment and supplies to conduct the Election, including all voting equipment, ballots and forms.
 - iv. Ballot Boxes. The County Clerk shall establish, maintain, and collect ballots from all Ballot Boxes.

- 1) The Jurisdiction shall not take any action that would prevent voters from accessing any Ballot Box twenty-four hours per day during the period beginning October 16, 2023 through and including Election Day.
- v. **Ballot Counting Process.** The County Clerk shall (1) establish, staff, equip and operate a centralized ballot counting location for the Election, (2) establish ballot counting procedures for the Election; and (3) establish backup ballot counting procedures and sites for ballot counting in the event its ballot counting equipment fails during the Election.
- vi. **Voter Support.** The County Clerk shall provide telephone and in-person support to voters during the early voting period and from 7:00 a.m. to 7:00 p.m. on Election Day.
- vii. **Election Notices.** The County Clerk shall publish all Election notices required by Applicable Law.
 - 1) The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice the Jurisdiction shall provide the County Clerk with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction's deadline for submitting the proposed notice to the publisher. The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk's approval and shall comply with all instructions issued by the County Clerk to remedy any incorrect or improper notices.
- d. **Logic and Accuracy Test.** The County Clerk shall prepare for and conduct the Logic and Accuracy Test ("LAT").
 - 1) If the Jurisdiction chooses to attend and witness the LAT for the Election, the Jurisdiction Liaison shall submit the name of the Jurisdiction's attendee in writing to the County Clerk on or before 3:00 p.m. on September 8, 2023. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the LAT and will act on behalf of the Jurisdiction, as appropriate.
- e. **Candidate Voice Messages.** The Jurisdiction shall inform all candidates running for office in the Jurisdiction to call the County Clerk at (303) 271-8115 between September 1, 2023 and 3:00 p.m. on September 8, 2023 and leave a message containing the following information:
 - i. The proper pronunciation of the candidate's name;
 - ii. The title of the office that the candidate is running for; and
 - iii. The name of the Jurisdiction that the office is part of.

- f. Certification of Jurisdiction Ballot Measures. The Jurisdiction shall be responsible for certifying, and for taking all actions required by Applicable Law to certify, any Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction).
- g. Ballot Preparation
- i. No later than 3:00 p.m. on September 8, 2023, the Jurisdiction shall electronically submit its ballot certification to the County Clerk via text document (preferably Microsoft Word – no PDF). If the Jurisdiction fails to submit the ballot certification by the above deadline, the ballot certification may not be accepted by the County Clerk.
- 1) The Jurisdiction shall submit its ballot certification using the ballot certification template provided by the County Clerk.
 - 2) The Jurisdiction's ballot certification shall include all of the races, candidates and contests that will be presented to the Jurisdiction's voters in the Election, including the text of all Ballot Measures, in the exact order that they need to appear on the ballot.
 - 3) The ballot certification shall not be embedded in an email and shall not contain any extraordinary (unique) formatting. Examples of extraordinary (unique) formatting not permitted in the ballot certification include, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols.
 - 4) The Jurisdiction shall proofread the language of any Ballot Measures that appear in the ballot certification prior to sending it to the County Clerk for initial text lay out. The Jurisdiction shall be solely responsible for ensuring the legality and accuracy of all Ballot Measure language.
 - 5) The Jurisdiction shall ensure the correct spelling of the name of each candidate running for Jurisdiction office, if applicable.
 - 6) The Jurisdiction shall not assign a ballot number to any Ballot Measure. The County Clerk shall determine the numbering of all Ballot Measures and will provide the Jurisdiction with the ballot number after ballot certification.
- ii. Upon receipt of the ballot certification from the Jurisdiction, the County Clerk will:
- 1) Consolidate the ballot certification content received from all Jurisdictions and organize it into the structure in which it will appear on the printed ballot(s);

- 2) Determine the numbering of all Ballot Measures; and
 - 3) Provide a document containing the Jurisdiction's final draft ballot printing layout and text to the Jurisdiction, with instructions to perform a final review and provide final approval by a date set forth in the instructions.
 - 4) The County Clerk reserves the right to change the content of the Jurisdiction's ballot certification (other than candidate name/ballot question content) in order to ensure ballot consistency.
- iii. Upon receipt of the final draft ballot layout from the County Clerk, the Jurisdiction's liaison or alternate liaison shall be available to perform a final review and proofread of the ballot layout and provide final approval to the County Clerk by the deadline included in the instructions sent to the Jurisdiction. Once approved, the ballot layout cannot be changed.
 - iv. Between October 16, 2023 and October 20, 2023, the County Clerk shall print and mail ballots to each eligible Jefferson County voter, together with voter instructions, outgoing envelope, return envelope and any other items required by Applicable Law.
 - v. From October 17, 2023 through the 8-day mailing cutoff, the County Clerk shall mail supplemental ballots to eligible Jefferson County voters who were not included in the initial mailing.
- h. Preparation of Spanish Language Ballot
- i. In accordance with Applicable Law, the County Clerk will prepare an in-person Spanish language ballot containing all of the same content that is on the English language ballot and make the Spanish language ballot accessible to Jefferson County voters on the County Clerk's public website, at Voter Service Polling Centers, and at such other locations as the County Clerk determines. The County Clerk reserves the right to determine whether the in-person Spanish language ballot is made available to voters in printed or electronic form.
 - ii. The Jurisdiction shall be responsible for preparing a Spanish language translation of the title and text of all Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction) and all Jurisdiction offices on the ballot.
 - 1) The Jurisdiction's Spanish language ballot translation shall be prepared in accordance with Applicable Law including, without limitation, all applicable requirements of the Ballot Access for All Citizens Act, C.R.S. §§ 1-5-901 et seq., and the Secretary of State's rules promulgated thereunder. Without limiting the generality of the foregoing, the

Jurisdiction (a) shall have the Spanish language ballot translation prepared by a “qualified translator or interpreter,” as that term is defined in C.R.S. § 1-5-903(4) and Secretary of State Rule 4.8.9; and (b) shall provide a Spanish language ballot translation that is linguistically accurate, culturally appropriate, and technically consistent with the original documents.

iii. On or before September 8, 2023, the Jurisdiction shall electronically submit its Spanish language ballot translation to the County Clerk via text document (preferably Microsoft Word – no PDF).

1) The Jurisdiction’s Spanish language ballot translation shall include the text of all Ballot Measures on the Jurisdiction’s ballot certification, in the exact order that they will appear on the ballot.

iv. The County Clerk shall be responsible for providing Spanish language translations of all voter instructions and other ballot content not required to be provided by the Jurisdiction or other participating jurisdictions. The Jurisdiction agrees to release the County Clerk from all claims it may have relating to the County Clerk’s translation of such content (including, without limitation, all claims relating to the accuracy of the translation) provided that the County Clerk (a) has the translation performed by a qualified translator or interpreter; and (b) otherwise complies with Applicable Law.

i. Ballot Counting / Result Reporting

i. The County Clerk shall count all ballots received during the Election voting period.

ii. Between 7:00 p.m. and 8:00 p.m., and between 8:00 p.m. and 9:00 p.m., on Election Day, the County Clerk shall upload unofficial Election results to the Election Night Reporting (“ENR”) system (unless the Secretary of State waives or modifies these deadlines or the ENR system is offline or otherwise unavailable).

iii. Upon completion of the Election Canvass on November 29, 2023, the County Clerk shall upload a Jurisdiction-wide summary of the official Election results to the ENR system.

iv. On December 15, 2023 if there is a recount affecting the County, or on December 8, 2023 if there is not a recount affecting the County, the County Clerk shall upload official Precinct or District-level Election results to its public website and make these results available to the Jurisdiction upon request.

j. Election Audit. On or before November 28, 2023, the County Clerk, in collaboration with the Election audit board(s), shall conduct, assist and oversee the Election Audit.

- i. If the Jurisdiction chooses to attend and witness the Election Audit, the Jurisdiction shall submit the name of the Jurisdiction's attendee to the County Clerk on or before 3:00 p.m. on October 17, 2023. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election Audit and will act on behalf of the Jurisdiction, as appropriate.
 - k. **Election Canvass.** On or before November 29, 2023, the County Clerk shall instruct and oversee the board of canvassers, who are responsible for conducting an Election Canvass and certifying the official abstract of votes cast for all candidates and Ballot Measures in the Election.
 - i. If the Jurisdiction chooses to attend and witness the Election Canvass, the Jurisdiction shall submit the name of the Jurisdiction's attendee to the County Clerk on or before 3:00p.m. on October 17, 2023. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election Canvass and will act on behalf of the Jurisdiction, as appropriate.
 - l. **Election Recount.** The County Clerk shall conduct an Election recount, if required by Applicable Law.
9. **Duties Subject to Jurisdiction Performance.** The responsibility of the County Clerk to perform the duties set forth above are contingent upon the Jurisdiction's performance of its own duties hereunder. The County Clerk shall not be responsible for failing to meet any deadlines for mailing the Notice Packet if such failure was caused by the Jurisdiction's failure to timely submit the required information in a form required by this Agreement and Applicable Law.
10. **Compliance with Deadlines.** The County Clerk may provide the Jurisdiction with a schedule of Election-related dates and deadlines. If the County Clerk provides such a schedule, the Jurisdiction shall comply with the deadlines included therein.
11. **Withdrawal/Cancellation**
- a. The Jurisdiction may cancel an election of persons to office or withdraw a Ballot Measure only as permitted by Applicable Law.
 - b. If the Jurisdiction resolves to cancel an election to office or withdraw a Ballot Measure, the Jurisdiction shall do the following:
 - i. Provide the County Clerk with written notice of such determination immediately;
 - ii. Provide public notice by publication of such cancellation or withdrawal as required by Applicable Law; and

- iii. Pay the County Clerk its actual costs incurred in connection with the cancelled election or withdrawn Ballot Measure, which may include costs incurred by the County Clerk both before and after receipt of the Jurisdiction's notice of cancellation or withdrawal. Such payment shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment.
 - c. The Jurisdiction must provide written notice of a cancelled election or withdrawn Ballot Measure no later than 3:00 p.m. on September 8, 2023 in order to have such election or Ballot Measure removed from the ballot.
- 12. **Recordkeeping.** The County Clerk shall store all Election records, including but not limited to all voted and unvoted ballots, voter affidavits, and Election Canvass and results reports.
- 13. **Use and Confidentiality of Voter Records.** The Jurisdiction shall be responsible for ensuring that any voter records received by the Jurisdiction are used for the sole purpose of performing its duties described herein. The Jurisdiction shall ensure that all voter records are maintained in accordance with the requirements of Applicable Law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq.
- 14. **Payment of Shared Election Costs.** The Jurisdiction shall reimburse the County Clerk for the Jurisdiction's pro-rated share of the Shared Election Costs. The Jurisdiction's share of the Shared Election Costs shall be calculated in accordance with the formulas set forth in Exhibit A to this Agreement. The Jurisdiction's payment of its share of the Shared Election Costs shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment. Any amount not paid by the above-referenced deadline will be subject to an interest charge equal to (a) 1.5% per month; or (b) the highest rate permitted by law, whichever is lower.
- 15. **Payment of Recount Costs.** In the event of a required or requested Election recount, responsibility for the costs incurred by the County Clerk in connection with such recount shall be determined in accordance with C.R.S. §§ 1-10.5-101 and 1-10.5-106. If the Jurisdiction is responsible for any portion of such costs, payment of such portion shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment. Any amount not paid by the above-referenced deadline will be subject to an interest charge equal to (a) 1.5% per month; or (b) the highest rate permitted by law, whichever is lower.
- 16. **Miscellaneous Provisions**
 - a. **Amendment.** This Agreement may not be modified or amended except in writing signed by the Parties.

- b. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties as to the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the Parties.
- c. Indemnification. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of either party is controlled and limited by the Colorado Constitution and the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.). Each party shall be responsible for any and all claims incurred as a result of any alleged act or omission of the said party and its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, except where such acts or omissions are willful and wonton.
- d. Conflict with Law. In the event that any provision in this Agreement conflicts with Applicable Law, this Agreement shall be modified to conform thereto.
- e. Time of Essence. Time is of the essence in the performance of this Agreement. Any deadlines or other time limits set forth in Applicable Law shall apply to completion of the tasks required by this Agreement.
- f. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement.
- g. Further Assurances. The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this Agreement.
- h. Governing Law; Jurisdiction & Venue. This Agreement and the rights of the Parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflicts of laws and rules of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado.
- i. Headings. The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
- j. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully

enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

- k. Immunities Preserved. It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, § 24-10-101, C.R.S., et seq.
- l. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Acts, C.R.S. §§ 24-71.3-101 to -121.

[The remainder of this page is intentionally left blank.]

The Parties hereto have signed this Agreement as of the date indicated below.

JURISDICTION:

By:

Marc Williams, Mayor

Date:

ATTEST:

Kristen Rush, City Clerk

JURISDICTION LEGAL COUNSEL

By:

Rachel Morris, City Attorney

Date:

COUNTY CLERK:

CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON,
STATE OF COLORADO

By:

Amanda Gonzalez, Jefferson County Clerk & Recorder

Date:

APPROVED AS TO FORM:

Jean R. Biondi

Assistant County Attorney

EXHIBIT A

Shared Election Costs are divided into “TABOR Election Costs” and “Non-TABOR Election Costs.” TABOR Election Costs are the costs of printing and mailing Notice Packets and are allocated among the County Clerk and those jurisdictions that have Ballot Issues subject to TABOR, in accordance with Section I below. Non-TABOR Election Costs are all other Shared Election Costs and are allocated among all coordinating jurisdictions in accordance with Section II below.

Please note that the dollar amounts used in this Exhibit A are for illustration purposes only and do not reflect actual or estimated costs of the Election.

I. Allocation of TABOR Election Costs

This section only applies to Jurisdictions with Ballot Issues subject to TABOR.

The costs incurred by County Clerk during the Election for printing and mailing Notice Packets (the “TABOR Election Costs”) are allocated among the County Clerk and jurisdictions that have Ballot Issues subject to TABOR as follows:

1. First, the County Clerk ascertains the total printing and mailing costs for all Notice Packets.
 - a. Example: The County Clerk incurred costs of \$10,000 to print and mail all Notice Packets.
2. Next, the County Clerk ascertains (a) the number of active, registered voters in each jurisdiction that had one or more Ballot Issues during the Election; and (b) the percentage of the total active, registered voters that each jurisdiction (including the County) comprises, as of Election Day.
 - a. Example: Jurisdictions A and B had Ballot Issues in the Election. The County has 500 active, registered voters, Jurisdiction A has 300 active, registered voters, and Jurisdiction B has 200 active, registered voters. The County comprises 50% of the total (500 out of 1,000), Jurisdiction A comprises 30% of the total (300 out of 1,000), and Jurisdiction B comprises 20% of the total (200 out of 1,000).
3. Finally, the County Clerk calculates each jurisdiction’s total share of the TABOR Election Costs by multiplying its percentage responsibility by the total printing and mailing costs for all Notice Packets.
 - a. Example: The County Clerk is responsible for \$5,000 in TABOR Election Costs (50% of \$10,000), Jurisdiction A is responsible for \$3,000 in TABOR Election Costs (30% of \$10,000) and Jurisdiction B is responsible for \$2,000 in TABOR Election Costs (20% of \$10,000).

II. Allocation of Non-TABOR Election Costs

All Shared Election Costs besides the costs of printing and mailing Notice Packets (the “Non-TABOR Election Costs”) are allocated among the County Clerk and all coordinating jurisdictions as follows:

1. First, the County Clerk ascertains the total Non-TABOR Election Costs incurred during the Election.
 - a. Example: The County Clerk incurred Shared Election Costs of \$20,000 to administer the Election, of which \$10,000 was incurred to print and mail Notice Packets, leaving a balance of \$10,000 in Non-TABOR Election Costs.
2. Next, the County Clerk subtracts from the Non-TABOR Election Costs any reimbursements received by the County from the State of Colorado and other Election participants whose reimbursements are determined by law.
 - a. Example: Because there were statewide ballot measures included in the Coordinated Election, the County Clerk receives a reimbursement of \$2,000 from the State of Colorado for the Election. The County Clerk subtracts this amount from the \$10,000 in Non-TABOR Election Costs, leaving a balance of \$8,000 in Non-TABOR Election Costs.
3. Next, the County Clerk ascertains (a) the number of active, registered voters in each coordinating jurisdiction that participated in the Election; (b) the total number of active, registered voters in the County; and (c) the percentage of the total active, registered voters that each coordinating jurisdiction (including the County) comprises, as of Election Day.
 - a. Example: Jurisdictions A, B and C participated in the Election. Jefferson County has 500 active registered voters, Jurisdiction A has 300 active, registered voters, Jurisdiction B has 200 active, registered voters, and Jurisdiction C has 1,000 active, registered voters. The County comprises 25% of the total (500 out of 2,000), Jurisdiction A comprises 15% of the total (300 out of 2,000), Jurisdiction B comprises 10% of the total (200 out of 2,000), and Jurisdiction C comprises 50% of the total (1,000 out of 2,000).
4. Finally, the County Clerk calculates each jurisdiction’s share of the Non-TABOR Election Costs by multiplying its percentage responsibility by the total amount of Non-TABOR Election Costs (minus any reimbursements from the State of Colorado and other Election participants whose reimbursements are determined by law).
 - a. Example: The County is responsible for \$2,000 in Non-TABOR Election Costs (25% of \$8,000), Jurisdiction A is responsible for \$1,200 in Non-TABOR Election Costs (15% of \$8,000), Jurisdiction B is responsible for \$800 in Non-TABOR Election Costs (10% of \$8,000), and Jurisdiction C is responsible for \$4,000 in Non-TABOR Election Costs (50% of \$8,000).

III. Calculation of Total Amount Due

1. The County calculates the total amount due from each coordinating jurisdiction by adding the Jurisdiction's share of the Non-TABOR Election Costs to the Jurisdiction's share of the TABOR Election costs (if the Jurisdiction had a Ballot Issue subject to TABOR). Each jurisdiction is assessed a minimum of \$1,000, so if this total is less than \$1,000, the jurisdiction would be assessed \$1,000.
 - a. Example: Jurisdiction A owes \$3,000 in TABOR Election Costs and \$1,200 in Non-TABOR Election costs, which totals \$4,200. Jurisdiction B owes \$2,000 in TABOR Election Costs and \$800 in Non-TABOR Costs, which totals \$2,800. Jurisdiction C owes \$0 in TABOR Election Costs and \$4,000 in Non-TABOR Election Costs, which totals \$4,000.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: R23-070, A Resolution Authorizing a Memorandum of Understanding Between Arvada, Colorado and Red Rocks Community College for Police Recruit Training Over a Period of Three Years
(Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

The Arvada Police Department (APD) sends its non-certified police officer recruits to outside academy programs. Red Rocks Community College (RRCC), an agency of the State of Colorado, operates a Colorado POST-certified police academy at its Lakewood campus.

The APD has partnered with the RRCC Law Enforcement Academy since 2019. The existing IGA between the APD and RRCC has expired. RRCC and Arvada have agreed to a new three-year Memorandum of Understanding (MOU), with the APD and RRCC specifying the number of recruits and cost per recruit on a per-class basis during the term of the MOU.

The Arvada team recommends that the City Council approve R23-070, A Resolution Authorizing a Memorandum of Understanding Between Arvada, Colorado and Red Rocks Community College for Police Recruit Training Over a Period of Three Years.

Financial Impact

This MOU will have no new fiscal impact. RRCC will invoice the APD for the tuition applicable to each APD recruit class, to be offset by an appropriate credit for APD instructor hours. APD will pay tuition costs from existing training funds.

Background

The APD has identified RRCC as a POST-certified police academy program with the capacity to accept the number of police recruits required by APD on an ongoing basis. RRCC utilizes a number of APD instructors in its police academy program. This allows the APD to introduce new recruits to the agency's culture earlier in their police training.

Rather than specifying the number of recruits and costs in the body of the MOU itself, the APD Chief of Police and the RRCC Academy Director will agree on the number of recruits on a per class basis. This allows staff to streamline processing for possible future academy classes, and is helpful when final recruit numbers are subject to change until very near an academy start date.

RRCC will provide an invoice to APD for the agreed tuition amount per academy recruit. RRCC will provide an offset to recruit tuition based on the number of hours of RRCC academy instruction provided by APD officers.

Discussion

As an agency of the State of Colorado, RRCC has requested the use of an MOU format provided by the Colorado Attorney General's Office. While titled as an MOU, the City views this agreement as an IGA because it includes an exchange of consideration by the parties. Therefore, the MOU is provided to City Council for adoption by resolution per the City's IGA adoption policy.

This IGA is appropriate for adoption by resolution because it does not meet the criteria that would require adoption by ordinance pursuant to ACC Section 2-2.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This MOU aligns with the City's Safe Communities strategy. The MOU will streamline the processes necessary to obtain police recruit training on an ongoing basis in an efficient and effective manner. Conducting police recruit training is an essential component of providing police services to the community.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R23-070, A Resolution Authorizing a Memorandum of Understanding Between Arvada, Colorado and Red Rocks Community College for Police Recruit Training Over a Period of Three Years.

Suggested Motion:

I move that R23-070, A Resolution Authorizing a Memorandum of Understanding Between Arvada, Colorado and Red Rocks Community College for Police Recruit Training Over a Period of Three Years, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	7/3/2023
Toni Riebschlager, Law Office Administrator	7/3/2023
Edward Brady, Deputy Police Chief	7/3/2023
Rachel Morris, City Attorney	7/5/2023
Lorie Gillis, City Manager	7/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-070

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
ARVADA, COLORADO AND RED ROCKS COMMUNITY COLLEGE FOR POLICE
RECRUIT TRAINING OVER A PERIOD OF THREE YEARS

WHEREAS, the City of Arvada, and Red Rocks Community College, as an agency of the State of Colorado, each have the authority to enter intergovernmental agreements, to include memoranda of understanding; and

WHEREAS, the City Council finds it is efficient and in the best interest of Arvada to enter a memorandum of understanding with Red Rocks Community College for training Arvada police recruits, and to allow the Arvada Chief of Police and the executive director of the Red Rocks Community College Law Enforcement Academy to agree on the number of police recruits to attend each academy class from time to time over a period of three years.

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, a Memorandum of Understanding between Arvada, Colorado and Red Rocks Community College, which is in substantially the same form as that attached hereto, to allow for training of Arvada police recruits over the next three years, with the number of recruits in each class to be determined by the parties.

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

APPROVED AND ADOPTED this 17th day of July, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN
City of Arvada, Colorado
And
Red Rocks Community College

This Memorandum of Understanding (“MOU”) is entered between the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, acting by and through **RED ROCKS COMMUNITY COLLEGE** (“RRCC”), located at 13300 West Sixth Avenue, Lakewood, CO 80228 and **CITY OF ARVADA, COLORADO** (“CITY”) located at 8101 Ralston Road, Arvada, CO 80002. RRCC and City may be referred to herein as a “Party”, and together as the “Parties.”

1. PURPOSE

The Parties wish to enter into an Agreement wherein RRCC and CITY will exchange services in support of the RRCC Law Enforcement Academy (“RRCC LEA”) and CITY sponsored students seeking certification from RRCC LEA. The CITY will provide instructors and use of vehicles and in turn, the value of such services will be provided as scholarships to CITY sponsored students.

2. CITY RESPONSIBILITY

- A. CITY will provide skills instructors, at their discretion and agreed upon schedule by RRCC LEA Program Director, which meet all requirements of the RRCC LEA program and will complete documents to become official volunteers of RRCC.
- B. CITY will provide training vehicles, at their discretion and agreed upon schedule by RRCC LEA Program Director, for use by all RRCC LEA students for training purposes.
- C. CITY agrees to not disclose any proprietary information of RRCC, unless required by law.
- D. CITY will provide a detailed list of CITY sponsored students enrolled in the RRCC LEA program at the beginning of each term to the RRCC LEA Program Director.
- E. CITY agrees to pay the student’s current share of tuition and fees for all CITY sponsored students.
- F. CITY agrees to pay the student’s share of tuition for all students who withdraw from college courses, even if that student has withdrawn from CITY employment.

3. RRCC RESPONSIBILITY

- A. RRCC agrees to provide CITY with official volunteer documents needed for CITY skills instructors to become official volunteer instructors at RRCC.
- B. RRCC agrees to provide scholarships to CITY identified sponsored students based on services provided by the CITY and in accordance with the Financial Provisions Addendum attached hereto and incorporated herein by reference. RRCC shall issue an updated Financial Provisions Addendum annually.
- C. RRCC LEA Program Director will produce a document that specifies the scheduled use of CITY skills instructors and use of CITY vehicles for calculating scholarship value that will be applied to CITY sponsored students.
- D. RRCC agrees to not disclose any proprietary information of CITY, unless required by law.

4. EFFECTIVE DATE

This MOU shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or delegate ("Effective Date").

5. TERM AND TERMINATION

- A. The term of this Agreement ("Term") shall commence on the effective date and shall continue for three (3) years.
- B. Either Party may at any time terminate this Agreement or renewal thereof, with or without cause, by giving at least sixty (60) days prior written notice.
- C. Upon the termination of this Agreement by either Party, both Parties will continue to provide services for a period of the current academic term.

6. NOTICE AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below.

Red Rocks Community College

Michelle King
Executive Assistant
Red Rocks Community College
13300 West 6th Avenue, Box 30
Lakewood, CO 80228
michelle.king@rrcc.edu
303-914-6206

City of Arvada

Betsy Westbrook, Commander
Arvada Police Department
City of Arvada
8101 Ralston Rd.
Arvada, CO 80002
bwestbrook@arvada.org
720-898-6771

Academic Contact**Red Rocks Community College**

Thomas Williams
LEA Program Director
Red Rocks Community College
13300 West 6th Avenue
Lakewood, CO 80228
thomas.williams@rrcc.edu
303-914-6363

7. JURISDICTION AND VENUE

This MOU shall be governed by the laws of the State of Colorado, and any legal action arising under this MOU shall be brought in the City and County of Denver, State of Colorado.

8. ASSIGNMENT

No assignment of this MOU or the rights and obligations under this MOU shall be valid without the prior written approval of the Parties.

9. WAIVER

The waiver by either Party of a breach or violation of any provision of this MOU shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision.

10. ANTI-DISCRIMINATION

The Parties agree that in the performance of this MOU, there will be no discrimination against RRCC PA Program Students, employees, clinic patients, or other persons related to sex/gender, race, color, age, creed, national or ethnic origin, physical or mental disability, veteran status, pregnancy status, religion, genetic information, gender identity, or sexual orientation.

11. INDEPENDENT CONTRACTORS

The Parties shall perform their duties hereunder as independent contractors and not as employees of the other Party. Neither Party nor their agents or employees shall be or shall be deemed to be an agent or employee of the other. Accordingly, employees of one Party shall not be entitled to employee benefits normally provided to bona fide employees of the other party.

12. LIABILITY AND INSURANCE; GOVERNMENTAL IMMUNITY

RRCC, as an entity of the State of Colorado, is entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., and is self insured as more fully set forth in Risk Management laws, C.R.S. §§ 24-30-1501, et seq. The Parties agree that such insurance shall satisfy all insurance requirements of this MOU except as otherwise specified herein.

The Colorado Constitution prohibits the State of Colorado, CITY, and RRCC from agreeing to indemnify any other party, public or private. In addition, the Colorado Governmental Immunity Act limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this MOU, whether or not incorporated by reference, shall be controlled, limited and otherwise so modified by statute. Parties to this MOU should seek liability protection through their own insurance or otherwise.

13. STUDENT RECORDS AND INDEMNIFICATION

A. To the extent that the RRCC transfers student information under this Agreement, such as, but not limited to, Personally Identifiable Information from Student Education Records and Student Financial Information ("Confidential Information"), the Parties shall receive, maintain, use, store and dispose of such records in strict accordance with applicable state and federal laws, rules and regulations, including without limitation the Family Education Rights and Privacy Act ("FERPA") and Gramm-Leach Bliley ("GLBA"). "Personally Identifiable Information" or "PII" includes without limitation, any information about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S., student education records under FERPA, and nonpublic personal financial information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809.

- B. The Party receiving Confidential Information from RRCC ("Receiving Party") shall keep confidential, hold and maintain, and cause all Subcontractors to keep confidential, hold and maintain, any and all Confidential Information that the RRCC provides or makes available to it for the sole and exclusive benefit of the RRCC. The Receiving Party shall not, without prior written approval of the RRCC, use publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the RRCC, any Confidential Information, except as otherwise stated in this Agreement. The Receiving Party shall provide for the security of all Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. The Receiving Party shall immediately forward any request or demand for Confidential Information to the RRCC's principal representative pursuant to this Agreement. The Receiving Party shall notify its employees that they are subject to the confidentiality requirements set forth in this Agreement and shall provide each employee with a written explanation of the confidentiality requirements before the employee is permitted access to Confidential Information.
- C. Background Checks. Receiving Party represents and warrants that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. For employees who create, obtain, transmit, use, maintain, process, or dispose of PII, Confidential Information, or financial or business data which have been identified as having the potential to affect the accuracy of the RRCC's financial statements, Receiving Party will perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act and other applicable federal or state laws: Social Security Number trace; seven (7) year felony and misdemeanor criminal records; check of federal, state, or local records (as applicable) for job related crimes.
- D. Other Entity Access and Nondisclosure Agreements. Receiving Party may provide such Confidential Information to its agents, employees, assigns and Subcontractors as necessary to perform under this Agreement, but shall restrict access to Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Receiving Party shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any Confidential Information. Receiving Party shall provide copies of those signed nondisclosure restrictions to the RRCC upon request. Receiving Party shall require all Subcontractors to agree to the same or stricter requirements, including but not limited to maintaining the confidentiality of PII and reporting and remediating breaches, to the same extent required of Receiving Party under this Agreement.
- E. Use, Security, and Retention. Receiving Party shall use, hold and maintain Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential Information wherever located. Receiving Party shall provide the RRCC with access, subject to its reasonable security requirements, for purposes of inspecting and monitoring access and use of Confidential Information and evaluating security control effectiveness. Receiving Party will store and process Confidential Information in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alternation, and use. Such measures will be no less protective than those used to secure Receiving Party's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Receiving Party warrants that all electronic Confidential Information will be encrypted in transmission (including via web interface) and stored no less than 128-bit level encryption. Receiving Party will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in performing under this Agreement. Upon the expiration or termination of this Agreement, Receiving Party shall return Confidential Information to the RRCC or Securely Destroy such Confidential Information in its possession and any subcontractors or agents to which Receiving Party might have

transferred Confidential Information, and certify to the RRCC that it has done so, as directed by the RRCC. "Securely Destroy" means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the current National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security. If Receiving Party is prevented by law or regulation from returning or destroying Confidential Information, it warrants it will guarantee the confidentiality of, and cease to use, such Confidential Information.

- F. Incident Notice and Remediation. If Receiving Party becomes aware of any Incident, it shall notify the RRCC immediately and cooperate with the RRCC regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the RRCC. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access loss, disclosure, modification, disruption, or destruction of any communications or information resources of the RRCC, which are included as part of this Agreement. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a RRCC system or Confidential Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a RRCC system for the processing or storage of data; or (iv) changes to RRCC system hardware, firmware, or software characteristics without the RRCC's knowledge, instruction, or consent or disclosure of Confidential Information or of the unauthorized modification, disruption, or destruction of any Confidential Information. Unless Receiving Party can establish that none of Receiving Party or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Receiving Party shall be responsible for the costs associated with the Incident, including but not limited to notifying each person who may have been impacted by the Incident, providing one year's credit monitoring to the affected individuals if the Confidential Information exposed during the breach could be used to commit financial identity theft, and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as result of the Incident. After an Incident, Receiving Party shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the RRCC, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the RRCC at no additional cost to the RRCC. Receiving Party will not provide notice of the Incident directly to individuals whose Confidential Information was involved in an Incident, regulatory agencies, or other entities, without prior written permission from the RRCC.
- G. Disaster Recovery and Business Continuity Plan. Receiving Party represents and warrants that it has commercially reasonable procedures in place to prevent an interruption of service delivery under this Agreement and a commercially reasonable disaster recovery and business continuity plan in effect in the event of a disaster. Receiving Party will notify the RRCC of impending cessation of its business and any contingency plans. Receiving Party shall implement its exit plan and take all necessary actions for a smooth transition of service with minimal disruption to the RRCC. Receiving Party will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the RRCC.
- H. FERPA Compliance. Receiving Party acknowledges that for the purpose of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Student Education Records, as those terms have been defined under FERPA and its implementing regulations, and Receiving Party agrees to abide by the limitations and requirements imposed on school officials. Receiving Party will use the Student Education Records only for the purpose of fulfilling its duties under this Agreement for the RRCC's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the RRCC. In addition, Receiving Party will return or destroy Student Educational Records within a reasonable time upon completion of this Agreement, in accordance with the provisions of FERPA.

- I. Gramm-Leach-Bliley Act Compliance. Receiving Party shall comply with the Gramm-Leach-Bliley Act (GBLA) in its collection and use of Student Financial Information. Receiving Party will use Student Financial Information only for the purpose of fulfilling its duties under this Agreement for the RRCC's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the RRCC. Receiving Party shall implement the Use, Security and Retention actions detailed in this Article with respect to the security of Student Financial Information.
- J. In the event of a failure to meet its obligations under this Article, Receiving Party shall defend, indemnify, and hold harmless the SBCCOE, CCCS, the RRCC and their respective officers, directors, employees, agents, and shareholders, if applicable, from and against any loss, damage, liability or cost (including reasonable attorneys' and witness fees, court costs, and costs of investigation) resulting from any third-party claim arising out of or relating to a breach or alleged breach of their Compliance Obligations, including any notices of inquiry or violation issued by the United States Department of Education. Notwithstanding the foregoing, the Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of CITY and RRCC is controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (CRS 24-10-101 *et seq.*), and RRCC is further subject to the Risk Management Act (CRS 24-30-1501 *et seq.*). Any provision (indemnification, hold harmless, insurance or otherwise) of this Agreement, whether or not incorporated herein by reference, shall be modified so as to limit any liability of CITY, the RRCC, its department's institutions, agencies, boards, officials and employees to the above-cited laws.

14. ENTIRE AGREEMENT

This MOU constitutes the entire Agreement between the Parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether oral or written, concerning the subject matter of this MOU.

15. AMENDMENT

Any amendment to this MOU must be in writing and must be signed by the Parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

THE PARTIES BELOW HAVE EXECUTED THIS AGREEMENT

*Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

CITY OF ARVADA Marc Williams, MAYOR City of Arvada, Colorado _____ By: Marc Williams, Mayor Date: _____ By: Aaron Jacks, Legal Advisor Date: _____	STATE OF COLORADO Jared S. Polis, GOVERNOR State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, acting by and through Red Rocks Community College _____ By: C. Michele Haney, PhD, President Date: _____
Attest: By: Kristen Rush _____ Title: City Clerk _____ _____ *Signature Date: _____	LEGAL REVIEW Phil J. Weiser, Colorado Attorney General NOT REQUIRED FOR THIS CONTRACT By: _____ Signature - Assistant Attorney General Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Bryan Bryant, Vice President of Administrative Services Red Rocks Community College State Controller Delegate Date: _____
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Financial Provisions Addendum

July 13, 2023

City of Arvada
Attn: Marc Williams, Mayor
8101 Ralston Rd.
Arvada, CO 80002

RE: Financial Provisions Addendum to Memorandum of Understanding for the 2023 - 2024 School Year

Dear Mr. Williams:

Part-Time Instructor rates and Hourly Assignments are determined annually by RRCC. For the year referenced above, the following qualifications and rates will apply.

Rate Table and Minimum Qualifications for Skills Instructors and Secondary Instructors					
Hourly Basis	Minimum Education in field of instruction	Minimum Experience in field of instruction	Basic Duties	Applicable Program	Rate - FY2024
Skills Instructor 1	Certificate - any level	None	Teach whole classes or small groups within a larger class a specific skill. Little to no evaluative role.	CPR, ART Gallery Skills, EMS, LEA 1, LEA Boards, HPR, NUA, All Fitness/Wellness (i.e. Yoga, Pilates, Zumba, etc.)	\$34.95
Skills Instructor 3	Equivalent to departmental requirements for Adjunct Instructors		Prepare lecture or other pedagogical methodology on topic beyond skill set of instructor of record. Deliver content to students. May assist instructor of record in some evaluative capacity. Includes high liability/risk instructional roles such as firearms training.	All non-specified programs	\$69.90

Use of City Automobile by RRCC LEA will be assigned the following rates:

\$20 per day for each vehicle used.

City of Arvada

Red Rocks Community College

By: Marc Williams, Mayor

By: Bryan Bryant, VP of Administrative Services



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 2023

SUBJECT: Conditional Use for West 53rd Avenue Townhomes project, approximately located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave) (Presenter: Rob Smetana, Acting Director of Community and Economic Development)

Report in Brief

(Presenter: Rob Smetana, Acting Director of Community and Economic Development)

Enertia Consulting Group, LLC, is requesting approval of a Conditional Use to allow for the construction of a townhome project within the MX-S (Mixed-Use Suburban) zone district. The proposed development consists of 63 two-story townhomes with attached garages on approximately 4.6 acres of land.

The Wadsworth and Bluff Ditches run at a northeast angle through the center of the subject property. This, combined with the fact that the grade drops approximately 35 feet from the northwest corner to the southeast corner of the property splits the development into two communities. There are 18 units in the southern community on the south side of the Bluff Ditch that take access to W 52nd Avenue and there are 45 units in the northern community on the north side of the Wadsworth Ditch that take access to W 53rd Avenue. While the northern and southern communities do not share a vehicular connection, there is a pedestrian connection between the two communities.

Financial Impact

There is no fiscal impact to the city.

Background

The subject property is located between W 52nd Avenue and W 53rd Avenue and just east of Garrison Street.

The property was annexed into the City of Arvada in 1979 as part of the larger Parcel K Unilateral Annexation which included just over 141 acres. Based on City records, it appears that a single-family detached house was previously on the property; however, records indicate that the home was demolished in 2011. Staff cannot determine when the first residential land use was established on the property.

Discussion

8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property,	Complies	The proposed use complies with all of the requirements of the LDC.

and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;		
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The proposed use is consistent with the Mixed-Use designation of the Comprehensive Plan Future Land Use map.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	The proposed use is consistent with the purpose of the MX-S zone district, which allows for a variety of residential and nonresidential uses, in a mixed-use or single-use configuration. The project, as planned, will comply with all of the dimensional and development standards of the zoning district.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area;	Complies	The size, scale, height, density, and traffic impacts are consistent with the planned uses in the surrounding area.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	All facilities and services are available to this site. The proposed use will not have an adverse impact on facilities or services.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The proposed townhome development complies with all applicable development standards in the LDC resulting in an application that mitigates adverse impacts on the surrounding area to the degree practicable.

Public Contact

The required neighborhood meeting for this project took place on July 27, 2021. The applicant, staff and approximately 15 neighbors were in attendance. A range of topics were raised by attendees during the meeting. These included: concern over traffic impacts and traffic accidents at the intersection of W 52nd Avenue and Garrison Street; crime, drug use, and the presence of unhoused people on the property; concern that the property would be developed for a commercial use given the existing MX-S zoning and Mixed-Use Comprehensive Plan Future Land Use map designation; the lack of property maintenance and the condition of the existing Cottonwood trees on the property; questions about density and the amount of common area; and questions about ownership and maintenance of the fence that between the subject property and the Woody Creek Townhomes development to the west.

The applicant prepared a summary of the meeting, which is attached.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On June 6, 2023, the Planning Commission voted 4 to 0 (3 absent) to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approve a Conditional Use pursuant to the Land Development Code for the West 53rd Ave Townhome project, generally located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave) in the City of Arvada, CO.

Suggested Motion:

I move that the Conditional Use for West 53rd Ave Townhome project, generally located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave), in the City of Arvada, CO, be (approved) (rejected).

This motion is based on the findings of facts and conditions of approval (if any) adopted by the Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Jacob Nitchals, Senior Planner	6/29/2023
Josie Suk, Development Systems and Administrative Manager	6/30/2023
Rob Smetana, Acting Director of Community and Economic Development	6/30/2023
Gail Walker, Legal Specialist-Contracts	6/30/2023

SUBJECT: Conditional Use for West 53rd Avenue Townhomes project, approximately located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave) (Presenter: Rob Smetana, Acting Director of Community and Economic Development)

PAGE: 4
ITEM: 10.A.

Emily Grogg, Senior Assistant City Attorney

6/30/2023

Rachel Morris, City Attorney

7/5/2023

Linda Haley, Deputy City Manager

7/5/2023

Lorie Gillis, City Manager

7/5/2023

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

West 53rd Avenue Townhomes
Conditional Use
DA2021-0102

NATURE OF REQUEST

Enertia Consulting Group, LLC, is requesting approval of a Conditional Use to allow for the construction of a townhome project within the MX-S (Mixed-Use Suburban) zone district. The proposed development consists of 63 two-story townhomes with attached garages on approximately 4.6 acres of land.

The Wadsworth and Bluff Ditches run at a northeast angle through the center of the subject property. This, combined with the fact that the grade drops approximately 35 feet from the northwest corner to the southeast corner of the property splits the development into two communities. There are 18 units in the southern community on the south side of the Bluff Ditch that take access to W 52nd Avenue and there are 45 units in the northern community on the north side of the Wadsworth Ditch that take access to W 53rd Avenue. While the northern and southern communities do not share a vehicular connection, there is a pedestrian connection between the two communities (see aerial image of property on following page).

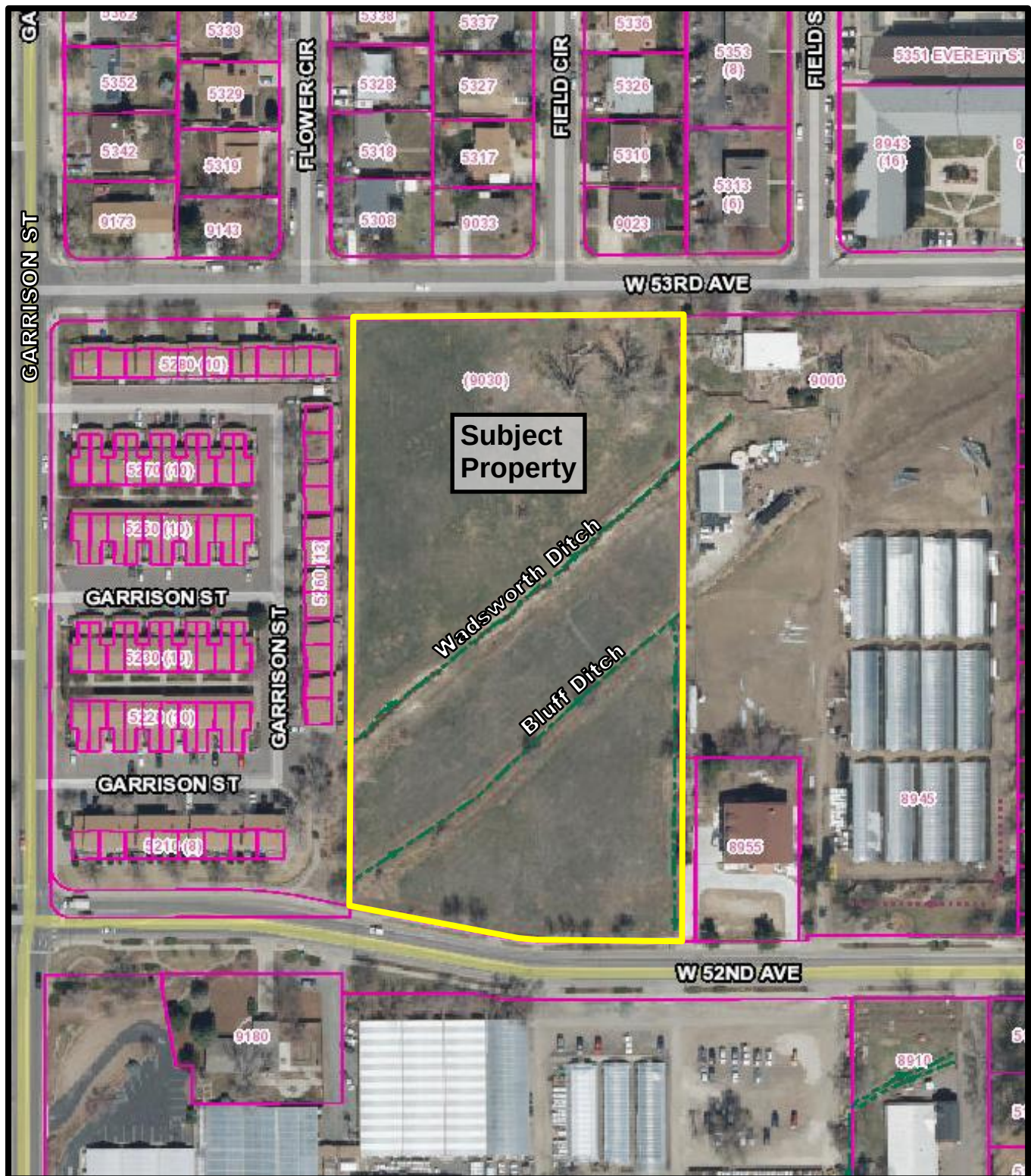
The applicant prepared a project narrative, which is attached.

LOCATION AND HISTORY

The subject property is located between W 52nd Avenue and W 53rd Avenue and just east of Garrison Street.

The property was annexed into the City of Arvada in 1979 as part of the larger Parcel K Unilateral Annexation which included just over 141 acres. Based on City records, it appears that a single-family detached house was previously on the property; however, records indicate that the home was demolished in 2011. Staff cannot determine when the first residential land use was established on the property.

Vicinity Map



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on July 27, 2021. While the City staff member who attended the meeting is no longer with the City, based on the notes provided by the applicant, it appears that approximately 15 members of the public were in attendance.

A range of topics were raised by attendees during the meeting. These included: concern over traffic impacts and traffic accidents at the intersection of W 52nd Avenue and Garrison Street; crime, drug use, and the presence of unhoused people on the property; concern that the property would be developed for a commercial use given the existing MX-S zoning and Mixed-Use Comprehensive Plan Future Land Use map designation; the lack of property maintenance and the condition of the existing Cottonwood trees on the property; questions about density and the amount of common area; and questions about ownership and maintenance of the fence that between the subject property and the Woody Creek Townhomes development to the west.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

The application was accepted by the City for review on August 19, 2021. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. However, due to the complexities presented by both the grade change and the presence of two ditches in the center of this property, this application has taken five reviews, numerous meetings, and over a year and nearly two years to get to a point where staff felt comfortable presenting the case with a recommendation of approval.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project aligns with the Community and Economic Development strategic goals.

ZONING AND LAND USE

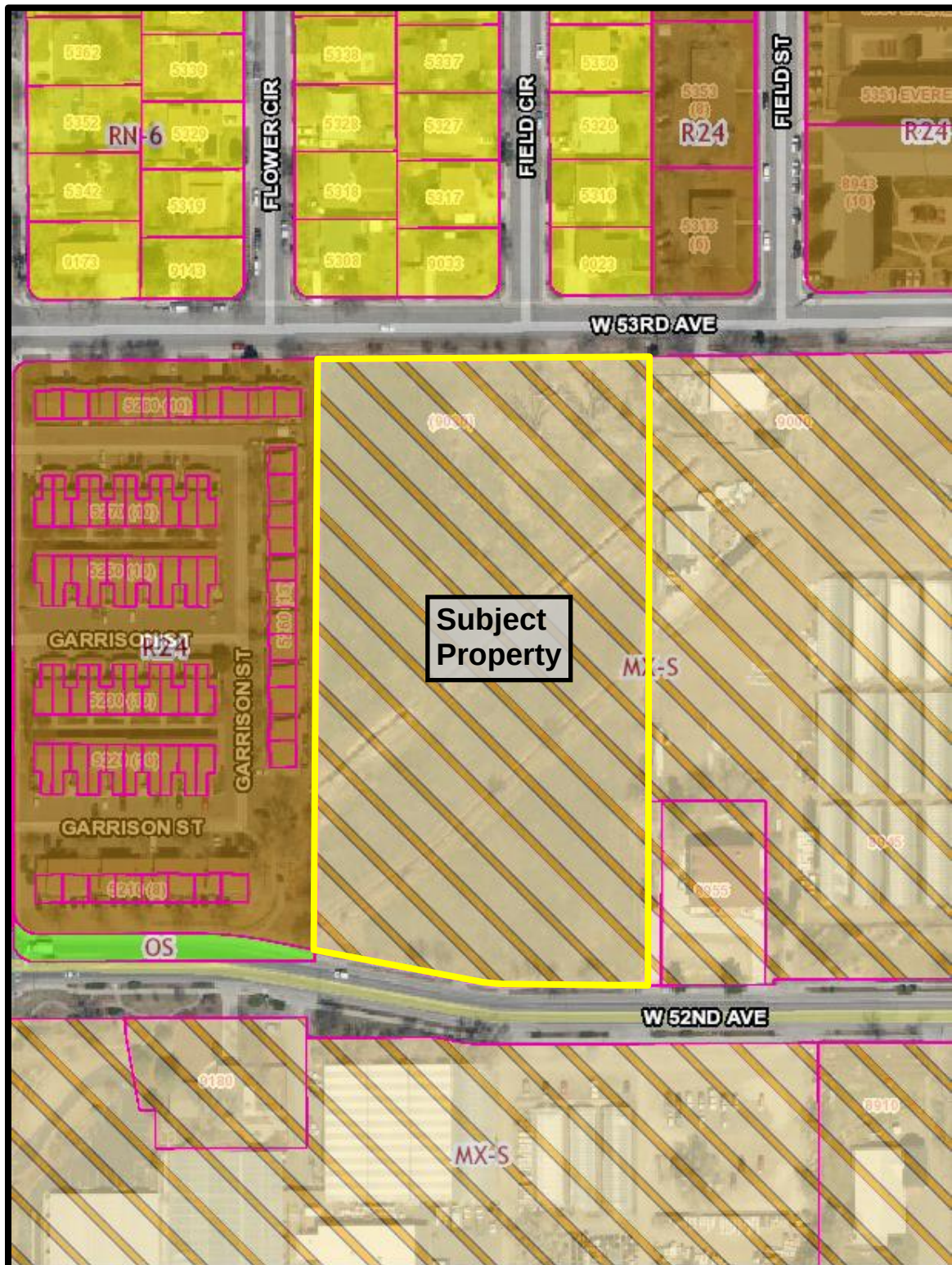
The subject property is currently zoned MX-S and is 4.36 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across W 53 rd Avenue)	RN-6 (Residential Neighborhood 6,000)	Single-family detached homes
South (across W 52 nd Avenue)	MX-S	Greenhouses and associated land uses
East	MX-S	Single-family detached homes and greenhouses with associated land uses
West	R24 (Residential 24)	Townhomes

See zoning map on following page.

Zoning



PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The project site is within an area designated as Mixed-Use on the 2014 Comprehensive Plan Future Land Use map. The intent of the Mixed-Use Future Land Use Map designation is to promote a wide range of land uses, including retail, office, light industrial, live/work, and medium and higher density residential.

Setbacks

The MX-S zone district requires that buildings, including townhomes, be located within a 10 to 35-foot wide frontage zone for 20 percent of the total frontage zone adjacent to public streets. Since this property has street frontage on both W 52nd Avenue and W 53rd Avenue, the project will have to comply with cumulative frontage zone setback from both frontages. Depending on the orientation of the building, the side setbacks are 10 or 15 feet. Specifically, buildings that front on the street have a 10-foot setback, while buildings oriented parallel to the side property lines have a 15-foot setback.

Although setbacks will be reviewed as part of a Site Plan application should the Conditional Use be granted, the conceptual plan included as part of this application indicates that all setbacks will be complied with.

Building Height

The maximum building height allowed in the MX-S zone district on this property is 45 feet.

Although final building height will be reviewed as part of a Site Plan application should the Conditional Use be granted, the proposed townhomes are two-stories and approximately 26 feet in height.

Small Urban Park

Residential developments in the MX-S district that are larger than one acre are required to designate 10 percent of their total parcel area as a Small Urban Park. While final compliance will be verified with the Site Plan, the conceptual plan indicates approximately 11 percent of the site is designated as a Small Urban Park.

Landscaping, Buffering and Fencing

Specific details of the landscape plan will be reviewed as part of any future Site Plan application; however, the conceptual plan indicates that all applicable landscaping standards will be complied with.

Building Design

The conceptual plan includes multiple building elevations for the different buildings based on unit counts; however, there are two general building designs. Both designs include a covered front entry with second story balcony and both include a mix of brick, vertical cementitious siding, and cementitious panels. The primary difference between the two building types is that one utilizes a completely flat roof and lighter accent colors while the other incorporates shed roofs above the end units and utilizes darker accent colors.

Circulation and Connectivity

There is a single vehicular access to each the south and north side of the development. There are 18 units on the south side of the ditches that take access to W 52nd Avenue and there are 45 units on the north side of the ditches that take access to W 53rd Avenue. There is a pedestrian connection across the two ditches between the two communities.

Grading and Drainage

There is approximately 35 feet of grade change from the northwest corner of the property to the southeast corner of the property. Given that the gravitational flow of the ditches needs to be maintained, the grade of the property is primarily addressed through the use of retaining walls adjacent to the two ditch easements that run through the center of the property. Specifically, there is a retaining wall with a maximum height of approximately six feet on the south side of the Bluff Ditch and a wall with a maximum height of approximately eight feet on the south side of the Wadsworth Ditch, between the Wadsworth Ditch and the Bluff Ditch to the south. These retaining walls, combined with retaining walls that run along portions of the western, eastern, and northern property lines, create two developable pieces of the property that were previously referred to as the northern and southern communities in the *Nature of Request* section above.

Stormwater will be conveyed to a detention pond located in the southeast corner of the development, the low point of the property, and then conveyed to an existing stormwater main in W 52nd Avenue.

Parking and Loading

The LDC (Land Development Code) requires that townhomes provide 2.2 spaces per unit. Therefore, 139 off-street parking spaces are required for the 63 proposed units. The conceptual plan exceeds this with 149 off-street spaces. Specifically, each townhome has a two-car garage and there are 17 surface spaces on the northern portion of the development when nine are required and there are six surface spaces on the southern portion of the development when four are required.

Utility Services

Water and sewer services will be provided by the City.

Police and Fire Protection

Police and fire protection is available for this project.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 8 of the Land Development Code, and presents the following findings:

8-3-5-1 Conditional Use Permit Approval Criteria (5-18-20)	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The proposed use complies with all of the requirements of the LDC.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The proposed use is consistent with the Mixed-Use designation of the Comprehensive Plan Future Land Use map.
3. The use is consistent with the purpose and intent of the zoning district in which it is located;	Complies	The proposed use is consistent with the purpose of the MX-S zone district, which allows for a variety of residential and nonresidential uses, in a mixed-use or single-use configuration. The project, as planned, will comply with all of the dimensional and development standards of the zoning district.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area;	Complies	The size, scale, height, density, and traffic impacts are consistent with the planned uses in the surrounding area.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	All facilities and services are available to this site. The proposed use will not have an adverse impact on facilities or services.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The proposed townhome development complies with all applicable development standards in the LDC resulting in an application that mitigates adverse impacts on the surrounding area to the degree practicable.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Conditional Use.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

**PROJECT NARRATIVE FOR
CONDITIONAL USE PERMIT APPLICATION
W 53RD AVE TOWNHOMES – 9030 W 53RD AVE., ARVADA 80002
May 2023**

Project Description:

W 53rd Ave Townhomes (Project) is proposed at 9030 West 53rd Avenue, a vacant 4.6-acre parcel located north of 52nd Avenue, south of 53rd Avenue and approximately 300' east of Garrison Street in the City of Arvada, Jefferson County. The site is within a designated Colorado Opportunity Zone. The site is a vacant field with significant grade change (36' from north to south). There are two existing irrigation ditches that cross the site and are understood to be in use. Wadsworth Irrigation Ditch is the northern-most ditch, with water flowing west to east. Bluffs Irrigation Ditch is the southern-most ditch, with water flowing west to east. Bluffs Lateral Ditch is a small lateral on the eastern property line, with water flowing north to south from the Bluff Irrigation Ditch. Coordination with the two irrigation ditch companies is ongoing and the rerouting of the irrigation ditches is being designed and integrated into the project (easements, storm pipe, etc.). These constraints (grade change & irrigation ditches) are natural to the property and increase hardship and constraints to developing the land.

In August 2006, a PDP called Sherwood Terrace was approved (Ordinance 06-034 Ord. No 4024) for this property which included 6-three story apartment buildings, 58 units, and 145 parking spaces. The PDP expired in 2011 and the development was not constructed. Since then, the property has remained vacant and undeveloped.

Land Use:

The parcel is identified in the Land Development Code Update with a Mixed-Use Suburban (MX-S) Zoning. The project is compatible with existing and proposed development in the area with adjacent zonings that include R-24 to the west (townhomes), R-6 & R-24 to the north, and MX-S to the east and south.

The applicant is proposing a development allowed within existing MX-S zoning (mixed use – suburban) that contains all 2 and 3 bedroom 2-story townhome units. The site plan shows ten 2-story alley accessed townhome buildings, all of which contain a 2-car direct access garage for every unit in the development. It is planned for the lots to be individually owned and platted. There are two elevation styles for the buildings, which will be dispersed throughout the site (shown on concept plan as 'A' or 'B'). Townhome buildings will be a mix of 4-plex, 5-unit, 6-unit, and 8-unit buildings. There will be a small management office, located at the southern end of Building 1. 23 additional guest parking spaces are located throughout. Situated between two roadways, bisected by two irrigation ditches, and more than 30ft of grade change across the site, the project required a creative approach to be compatible with the adjacent properties, be aesthetically pleasing, and provide gathering, recreating and pedestrian friendly spaces. Common spaces will be owned and maintained by a Homeowner's Association. The best use for this property is an application consisting of a series of townhome buildings, which are better suited for the surrounding uses within the neighborhood and can be placed strategically to not impede the irrigation ditches. There are extremely limited commercial uses within the area and this site's natural topography and irrigation ditch constraints limit the commercial use feasibility of the property.

Architecture/Landscape/Open Space/Amenity Concept:

A trail connection runs through the site from W. 52nd Ave to W 53rd Ave. The applicant will provide bench seating, art, and a covered shade structure within the proposed open space amenity area on the site. This proposed trail connection will eventually help to connect Jack B Thompson Park with Terrace Park if the property to the east (Echter's) is developed. Landscaping accounts for approximately 36% of the total site area.

The architecture will include a Colorado contemporary appeal with a combination of brick and hardboard siding, modern materials, and predominantly flat roofs. All homes have ground floor patios and second floor balconies. The project building locations embrace the views available to the site.

Proposed Use: *Townhome residential units – 2 bed/3 bed with attached garages, 13.55 du/ac density*

Current Zone District: *MX-S (Mixed Use Suburban) – No change proposed.*

Comprehensive Plan Designation: *Mixed Use—Use is in conformance w/the Comp Plan.*

Construction Activities associated with the project: *Earthwork/Grading, utility, building, paving, landscape & retaining wall construction.*

Circulation and Parking:

The Project is conveniently accessed by either 52nd Ave or 53rd Ave. Unfortunately, the combination of steep slopes and two irrigation ditches bisecting the site means connecting the north portion of the site to the south is not feasible outside of pedestrian stairs. The north portion of the site will access 53rd Ave across from Field Circle. The south portion of the site will access 52nd Ave. Pedestrian circulation will be provided throughout the site, linking the buildings and park with trails and in some instances, stairs due to grade constraints. Fire access to all buildings is achieved with access drives on both the north and south ends of the site. Fire access is also improved for adjacent west and east landowners (Woody Creek Townhomes & Echter's respectively) because of this development.

The total required parking spaces is 139 with 3 being ADA accessible. The project meets the parking requirements with attached two car garages and 23 additional parking spaces throughout the development totaling 149 parking spaces. Of the 149 total spaces, 3 are ADA accessible (including 1 van accessible ADA space).

Retaining Walls:

Due to the grading and site layout hardships presented by the irrigation ditches, several retaining walls are being proposed throughout the design. A stacked block wall with a maximum height of 5.0' is proposed along the western property line. The wall also extends along the northern property line towards the access drive off W 53rd Ave. This section of wall has a maximum height of 5.8'. The wall along the western property line will put the grade of the existing development to the west above the proposed grade of the site. A second wall is proposed around the south and east sides of the stormwater pond in the southeast corner of the site. This stacked block wall has a maximum height of 5.6' and serves as 50% of the pond's perimeter. There is a stacked block wall between Building 9 and the property line that puts Building 9 above the existing conditions off-site to the east. This wall has a maximum height of 2.4' south of Building 9 and 2.3' east of Building 9. The bottom of the wall sits above the pond's 100-year water surface elevation and therefore is not being factored into the requirement limiting retaining walls from making up over 50% of a pond's perimeter.

There are also two retaining walls that cross through the site and separate the site into its northern and southern parts. These retaining walls are required due to the 36' of grade change across the site and the two irrigation ditches. The southern of the two walls is located just south of the Bluffs Irrigation Ditch. This wall will be constructed of stacked block with a maximum height of 6.3' west of the pedestrian stairs and 6.0' east of the pedestrian connection. The second of these two walls is located just south of the Wadsworth Irrigation Ditch (and north of Bluff Ditch) and extends up the eastern property line behind Building 1. Due to the existing large amount of grade change from the north side of the Wadsworth Ditch and southern edge of the Bluff Ditch through the middle of the site; the retaining wall is required to be a maximum of 8.0' tall along the south side of the Wadsworth Ditch. Coordination efforts have taken place between applicant and adjacent property owner to connect to a proposed pipe section (existing open ditch). The piped connection has reduced wall heights east of Building 1.

This same wall also parallels a drive aisle in the interior of the site (max height 8'). A portion of the wall will be structurally engineered to ensure the wall can bear the load of the drive aisle, vehicles (specifically 85,000 lb fire truck loading), and will include a guardrail. The slopes between the two-tiered walls vary below 10%.

Neighborhood Meeting:

A neighborhood meeting was noticed and held on July 27th, 2021, to discuss the project. In general, comments received from the community as it related to the project were discussed and site plan revisions were incorporated based on the community feedback.

- Homeless/Crime activity in the vacant field - hope that the development will reduce crime activity.
- Prefer no through street connecting W 52nd Ave and W 53rd Ave - like the site separated into a north/south configuration.
- Parking for guests should be provided as parking is limited in the surrounding area. Applicant is adding 15 (*above previous requirement of 2 spaces, not current 2.2*) spaces over the required parking spaces for the site.
- Upgrade the shared fence on the West side of the site (Shared cost between applicant and Woody Creek Fil 1 owners).

West 53rd Townhomes Neighborhood meeting - 7/27/2021: 6pm

Attendance:

Ward Ritter, Chartered Development Corp.

Bonner Gilmore – Enertia Consulting, LLC

Zane Ross – Enertia Consulting, LLC

Jonathan Moore – City of Arvada

6:00pm Meeting has begun, 15 meeting attendees (19 total)

Presentation Summary:

- Project overview – slope, irrigation ditches, zone MX-Suburban – No zoning change
- 0.5 ac open space - Location and reroute of irrigation ditches
- Site is divided in two parts – too much slope to provide N/S roadway, irrigation ditches will be piped
- Proposed townhomes - 2 and 3 bedrooms – direct access 2 car garage
- Guest parking provided – Providing 138 spaces – required 126 spaces. +12 spaces as presented
- Discussion of retaining wall along west property line – location of retaining wall and fence along W property line
- History was farmers land – then rezoned to Sherwood Terrace – ownership changed
- Owners would mow and maintain the lot as it exists today
- Zoning and residential use are within the Comp Plan and zoning
- Buildings have 2-hour fire rated walls in-between units
- Jonathan Moore with City of Arvada explains the CUP process.
 - Conditional Use Permit (CUP) Application will be reviewed by planning commission and city council. Site Plan application will be reviewed administratively. Future public input 2-3 months after received CUP submittal – all property owners will receive a mailed notice about the planning commission meeting hearing.
 - City council will hear the application 4-5 weeks after planning commission for consideration, if comments are made during the hearing that will require changes, applicant will address those comments and resubmit to city council for final approval. City council and planning council meetings will be noticed to neighbors for public input and notification. Encourage neighbors to offer input for improvement of the proposed plan.
- City will review CUP– 18-22 weeks review incl. planning commission hearing. Then +4-5 additional weeks for city council (27 wks total)
- Site plan review should occur after the CUP application and ideally review in concurrency with the CUP (Site Plan and CUP are separate applications and review paths)
- Church lot on the side has had various construction improvements in past
- Speed limit posted 53rd Ave is 25 mph
- Zoned residential or commercial, mixed use – the use is compatible with the surrounding site – Ecter's one of the last commercial uses in the area
- Potential for electric car chargers installed in garages

Raised Issues

- City showed concern about safety issues with existing cottonwood trees required removal – minor maintenance to the property over the last 10 years
 - We'll be able to address this in more detail at time of construction. A contractor with sufficient knowledge in tree removal will be consulted.
- Crime is a concern with concerns of drug use and homeless on the vacant lot
 - The contractor will address this during construction
- Try to be aware of security issues – theft – 52nd and 53rd Ave
 - Contractor will address these issues at time of construction
- Gated communities have been discussed due to crime – neighbor suggested this might be something to consider
 - Noticed
- Explain the terracing of the units across the site
 - The site will be terraced as needed, but generally staggered along the site slope
- Accidents – Intersection at 52nd and Garrison – 4 way stop with a lot of accidents
 - A traffic conformance letter will be performed
- Speed bumps along 53rd requested by one neighbor
 - A traffic conformance letter will be performed
- Construction site thefts should be monitored
 - understood
- Comment from neighbor that project is also zoned commercial, and for the group to consider the possibility of commercial use which may not fit the neighborhood. Others mentioned commercial use would not be desired for this lot.
 - We are not requesting a commercial use within this zoning.

QUESTIONS PRESENTED DURING THE MEETING

- *How does the proposed roof line compare with Woody Creek TH's?* Terraced as needed, but generally staggered along the site slope
- *What is the proposed density of the project?* 13.26 du/ac
- *How much common area will there be?* - At this time, 20,000 sf park plus open space outside homes and additional detention pond open space.
- *Where will the access points be and the anticipated plan for traffic mitigation?* One access to the north and one access to the south
- *What is anticipated price point?* – Unknown at this time
- *When is traffic report coming out?* - Traffic report will be part of public record when available and submitted as part of the Site Plan application
- *When you break ground – how long is the construction duration?* – 18 months – also highly depends on the irrigation ditch company permitted construction schedules
- *Do you (Chartered) have any projects in Arvada or nearby?* Broomfield, this will be 1st development in the City of Arvada.
- *Will water use be reduced?* Water and landscaping geared toward low usage
- *Will property be a master HOA?* Not decided – either owning all or HOA would not affect the plan layout/site plan

- *Fence behind Garrison – HOA does not own the fence – HOA to split cost with developer to replace fence adjacent to the Woody Creek Townhomes?*
- *Concerns for fire access – how are fire trucks getting into the site? – fire access and drives discussion from Bonner. Proposed site plan reflects an improvement of fire access for Woody Creek Townhomes from the shared property line.*
- *Will there be another meeting to discuss the project? – Planning commission, city council hearings, with notices sent min 15 days prior to the hearing date*
- *When are the planning commission meeting scheduled? - Notification will be sent min 15 days prior to hearing date*
- *Will the presentation be required to be available online? – link will be available on the Chartered Website*

Meeting adjourned: 7:24pm. Collected sign in sheet information.

W. 53RD AVENUE TOWNHOMES
CONDITIONAL USE PLAN
BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3
SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



VICINITY MAP
SCALE 1"=500'

PROJECT SUMMARY

THE APPLICANT IS PROPOSING A DEVELOPMENT ALLOWED WITHIN EXISTING MX-S ZONING (MIXED USE - SUBURBAN) THAT CONTAINS ALL 2 AND 3 BEDROOM, 2-STORY TOWNHOME UNITS. THE SITE PLAN SHOWS TEN 2-STORY ALLY ACCESSED TOWNHOME BUILDINGS, ALL WHICH CONTAIN A 2-CAR DIRECT ACCESS GARAGE FOR EVERY UNIT IN THE DEVELOPMENT. THERE ARE TWO ELEVATION STYLES FOR THE BUILDINGS, WHICH WILL BE DISPERSED THROUGHOUT THE SITE (SHOWN ON SITE PLAN AS 'A' OR 'B'). TOWNHOME BUILDINGS WILL BE A MIX OF QUADPLEX, 5-UNIT, 6-UNIT AND 8-UNIT BUILDINGS. THERE WILL BE A SMALL MANAGEMENT OFFICE LOCATED NEAR THE NORTHERN ENTRANCE TO THE DEVELOPMENT, AND 21 ADDITIONAL GUEST PARKING SPACES THROUGHOUT. SITUATED BETWEEN TWO ROADWAYS, BISECTED WITH TWO IRRIGATION CANALS, AND MORE THAN 30' OF GRADE ACROSS THE SITE, THE PROJECT REQUIRED A CREATIVE APPROACH TO BE COMPATIBLE WITH THE ADJACENT PROPERTIES, BE AESTHETICALLY PLEASING, AND PROVIDE GATHERING, RECREATING AND PEDESTRIAN FRIENDLY SPACES. THE HIGHEST AND BEST USE FOR THIS PROPERTY IS AN APPLICATION OF A SERIES OF TOWNHOME BUILDINGS, WHICH ARE BETTER SUITED FOR THE SURROUNDING USE WITHIN THE NEIGHBORHOOD AND CAN BE PLACED STRATEGICALLY TO NOT IMPEDE THE IRRIGATION DITCHES. THERE ARE VERY LIMITED COMMERCIAL USES WITHIN THE AREA AND THIS SITE'S NATURAL TOPOGRAPHY AND IRRIGATION DITCH CONSTRAINTS LIMIT THE COMMERCIAL USE FEASIBILITY OF THE PROPERTY.

ARCHITECTURE/LANDSCAPE/OPEN SPACE/AMENITY CONCEPT:
THE SITE PLAN PROPOSES 23,130 SQ FT OF URBAN PARK SPACE AND TRAIL CONNECTION FROM W. 52ND AVE THROUGH THE SITE AND IS PEDESTRIAN ACCESSIBLE FROM THE NORTH OR SOUTH SIDES OF THE SITE. THE APPLICANT WILL PROVIDE BENCH SEATING, ART, AND A COVERED SHADE STRUCTURE WITHIN THIS TRAIL OPEN SPACE AMENITY. THIS TRAIL CONNECTION EXTENSION WILL EVENTUALLY CONNECT JACK B THOMPSON PARK WITH TERRACE PARK WHEN THE PROPERTY TO THE EAST (ECHTER'S NURSERY AND GARDEN CENTER) IS DEVELOPED. THE ARCHITECTURE WILL INCLUDE A COLORADO CONTEMPORARY APPEAL WITH A COMBINATION OF BRICK AND HARDBOARD SIDING, MODERN MATERIALS AND PREDOMINANTLY FLAT ROOFS. ALL HOMES HAVE GROUND FLOOR PATIOS AND SECOND FLOOR BALCONIES. THE PROJECT BUILDING LOCATIONS EMBRACE THE VIEWS AVAILABLE TO THE SITE.

LEGAL DESCRIPTION

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

PROJECT TEAM

ENGINEER

ENERTIA CONSULTING GROUP
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809-234-5502
RICK.HAGMAYER@ENERTIACG.COM
CONTACT: RICK HAGMAYER, PE

APPLICANT/DEVELOPER

CHARTERED DEVELOPMENT CORPORATION
2555 49TH STREET, SUITE 3,
BOULDER, CO 80301
303-545-2554
CONTACT: WARD RITTER

GRANITE CAPITAL GROUP
133 W. DE LA GUERRA ST
SANTA BARBARA, CA 93101
805-259-3040
CONTACT: BRUCE SAVETT

ARCHITECT

WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DRIVE, SUITE B
LITTLETON, COLORADO
303-791-1182
CONTACT: ERIC KELLER

LANDSCAPE / PLANNER

OUTSIDE LA
2623 BURGESS CREEK RD
STEAMBOAT SPRINGS, COLORADO 80487
303-517-9256
CONTACT: SANDI GIBSON

SURVEYOR

FLATIRONS, INC
3825 IRIS AVENUE, SUITE 395
BOULDER, COLORADO 80301
303-443-7001 x876
CONTACT: BRENT OELKE

SITE DATA TABLE

SITE DEVELOPMENT INFORMATION		
ZONE DISTRICT	MX-S (MIXED USE SUBURBAN)	
HOUSING PALETTE LOT TYPE	TOWNHOMES, SUBURBAN (ALLEY ACCESS)	
TOTAL PROJECT AREA	4.65 ACRES	
DEVELOPMENT STANDARDS	SITE	STANDARD
LOT STANDARDS		
LOT AREA (MIN)	4.65 ACRES (202,686 SF)	N/A
LOT WIDTH (MIN)	20 FT	20 FT
UNIT WIDTH, CORNER (MIN)	N/A	N/A
LOT COVERAGE (MAX)	32.2%	60%
BUILDING AND PARKING SITING STANDARDS		
FRONTAGE ZONE (MIN/MAX)	15/35 FT	15/35 FT
FACADE IN FRONTAGE ZONE (MIN)	57.1%	20%
FRONT SETBACK (MIN)	15.1 FT	15 FT
FRONT PARKING SETBACK (MIN)	20 FT	20 FT
SIDE SETBACK, EAST (MIN)	17 FT	15 FT
SIDE SETBACK, WEST (MIN)	15.8 FT	15 FT
BUILDING STANDARDS		
HEIGHT (MAX STORIES)-FT	2 STORIES - 28 FT HEIGHT	45 FT
HEIGHT TRANSITION ZONE DEPTH (MIN)	N/A	N/A
SITE STANDARDS		
LANDSCAPE SURFACE AREA (MIN.)	36.2%	25%
IMPERMEABLE SURFACE AREA	63.8%	N/A
SMALL URBAN PARK	11.9% (24,047 SQ. FT.)	10% NET PARCEL AREA (20,269)
PARKING STANDARDS		
STANDARD SPACES (INCLUDING GARAGES)	144	139 (2.2 PER UNIT)
ACCESSIBLE SPACES	3	3 OUT OF 139
TOTAL	147	139
PROPOSED USE - RESIDENTIAL - TOWNHOME PALETTE	RESIDENTIAL - TOWNHOME	MIXED USE SUBURBAN
DWELLING UNITS		
STUDIO UNITS	0 UNITS	NO MAXIMUM
1 BEDROOM UNITS	0 UNITS	NO MAXIMUM
2 BEDROOM UNITS	43 UNITS	NO MAXIMUM
3+ BEDROOM UNITS	20 UNITS	NO MAXIMUM
TOTAL UNITS	63 UNITS	NO MAXIMUM

SHEET INDEX

4	C1	COVER SHEET
5	C2	CONCEPT SITE PLAN
6	C3	CONCEPT UTILITY PLAN
7	A15	4 - PLEX ELEVATION A
8	A16	4 - PLEX ELEVATION A
9	A19	4 - PLEX ELEVATION B
10	A20	4 - PLEX ELEVATION B
11	A23	5 - PLEX ELEVATION A
12	A24	5 - PLEX ELEVATION A
13	A27	5 - PLEX ELEVATION B
14	A28	5 - PLEX ELEVATION B
15	A31	6 - PLEX ELEVATION A
16	A32	6 - PLEX ELEVATION A
17	A35	6 - PLEX ELEVATION B
18	A36	6 - PLEX ELEVATION B
19	A38	6 - PLEX W/ SALES CENTER ELEVATION A
20	A40	6 - PLEX W/ SALES CENTER ELEVATION B
21	A43	8 - PLEX ELEVATION A
22	A44	8 - PLEX ELEVATION A
23	A47	8 - PLEX ELEVATION B
24	A48	8 - PLEX ELEVATION B
25	L4	OVERALL LANDSCAPE PLAN

COVER SHEET

APPLICANT: CHARTERED DEVELOPMENT CORP. 2555 49TH STREET, SUITE 3 BOULDER, COLORADO 80301 303-545-2554 GRANITE CAPITAL GROUP 133 WEST DE LA GUERRA ST. SANTA BARBARA, CA 93101 805-982-4900 ENGINEER: ENERTIA CONSULTING GROUP 1515 MARKET STREET DENVER, COLORADO 80202 809-234-5502	DRAWN BY: <u> RH </u> APRVD BY: <u> RH </u> DATE: <u> MAY 2023 </u> REVISED: _____ _____ _____
	C1 1 OF 25

	TOTAL UNITS	1 BDR	2 BDR	3 BDR	PARKING REQUIRED	PARKING PROVIDED
PARKING REQMTS (TOWNHOME CODE TABLE 4-5-2-2A)		2	2	2		
BLDG 1	6	0	4	2	12	12
BLDG 2	8	0	6	2	16	16
BLDG 3	8	0	6	2	16	16
BLDG 4	4	0	2	2	8	8
BLDG 5	6	0	4	2	12	12
BLDG 6	8	0	6	2	16	16
BLDG 7	5	0	3	2	10	10
N. SURFACE PKNG					9	17
TOTAL NORTH END	45	0	31	14	99	107
BLDG 8	8	0	6	2	16	16
BLDG 9	6	0	4	2	12	12
BLDG 10	4	0	2	2	8	8
S. SURFACE PKNG					4	6
TOTAL SOUTH END	18	0	12	6	40	42
TOTAL ALL UNITS	63	0	43	20	139*	149

*3 OF THE REQUIRED 139 PARKING SPACES ARE TO BE ADA SPACES. 3 ADA SPACES (INCLUDING 1 VAN ACCESSIBLE SPACE) ARE PROPOSED WITH THIS DEVELOPMENT AS PART OF THE PROPOSED 149 SPACES.

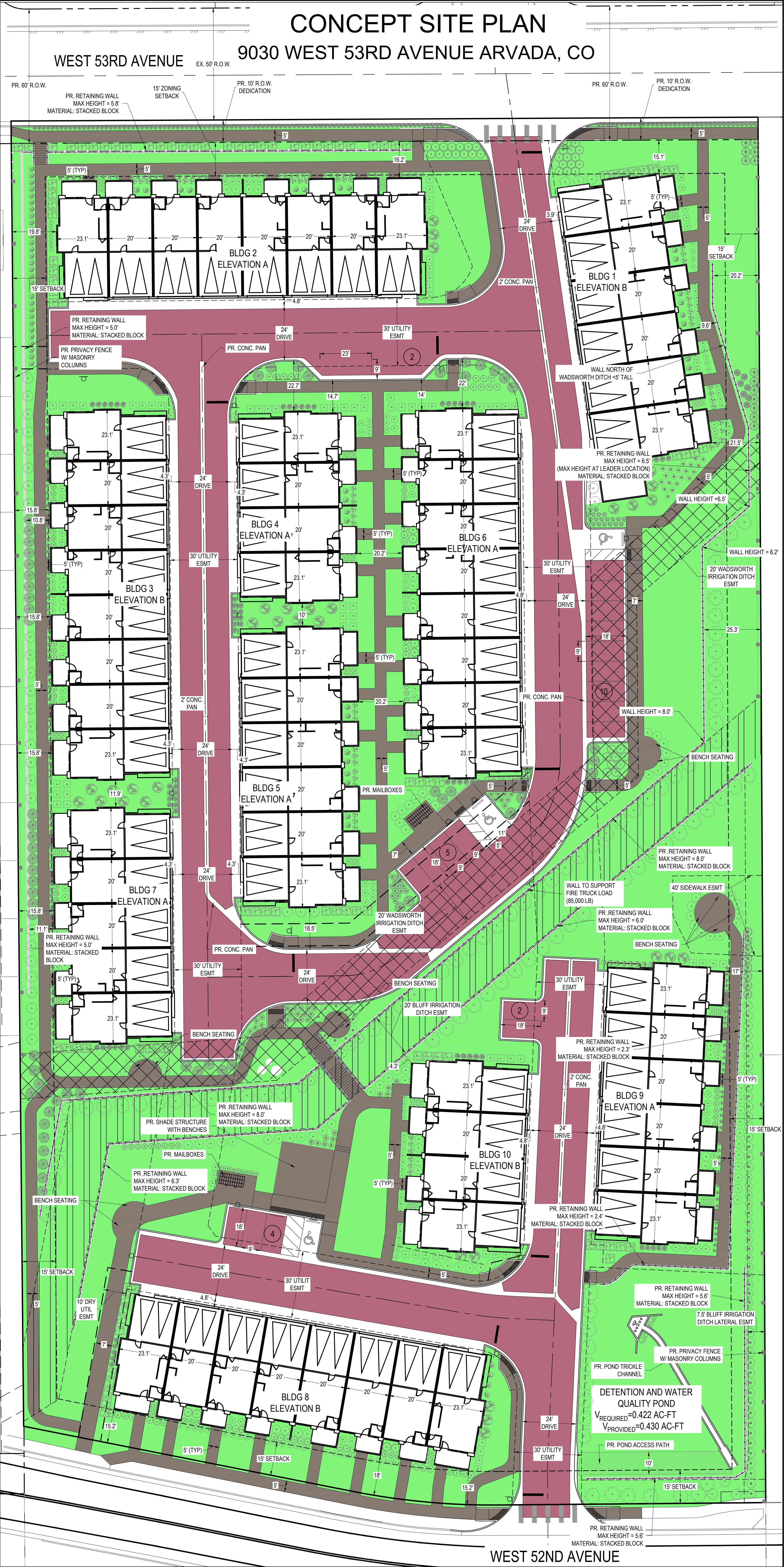
PARKING NOTES

1. ALL OFF STREET PARKING SPACES ARE 18'X9'.
2. ALL ON STREET PARKING (PARALLEL PARKING) SPACES ARE 23'X9' UNLESS DIMENSIONED OTHERWISE.
3. ONE VAN ACCESSIBLE ADA SPACE HAS BEEN PROVIDED AND IS INCLUDED IN THE RESIDENT PARKING COUNT.
4. OFFSITE PARKING ON W 53RD AVE. IS BEING PROVIDED BUT NOT BEING STRIPED. THIS PARKING IS NOT COUNTED IN THE PARKING TABLE ABOVE.
5. SIDEWALKS ARE CONCRETE UNLESS NOTED OTHERWISE.
6. THE POND VOLUME PROVIDED IS THE VOLUME OF THE POND WITH 1' OF FREEBOARD BELOW THE TOP OF POND.

LEGEND

- EXISTING PROPERTY LINE
- ROADWAY CENTERLINE
- RETAINING WALL
- FENCE
- EX./PR. RIGHT-OF-WAY
- UTILITY EASEMENT
- IRRIGATION EASEMENT
- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- POND MAINTENANCE PATH
- LANDSCAPE AREA
- WADSWORTH IRRIGATION DITCH EASEMENT
- BLUFF IRRIGATION DITCH EASEMENT
- RIPRAP

ADJACENT LOT INFO



WEST 53RD AVENUE

CONCEPT UTILITY PLAN

9030 WEST 53RD AVENUE ARVADA, CO

UTILITY PLAN LEGEND

- SS PROPOSED SANITARY PIPE
- 8"W PROPOSED WATER PIPE
- PROPOSED STORM PIPE
- PROPOSED IRRIGATION PIPE
- PROPOSED GAS
- E PROPOSED ELECTRIC
- ④ PROPOSED SANITARY MANHOLE
- ④ PROPOSED STORM MANHOLE
- ④ PROPOSED IRRIGATION MANHOLE
- PROPOSED STORM INLET
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED WATER METER

UTILITY NOTES

- IN INSTANCES WHERE 10' OF SEPARATION IS NOT ACHIEVED BETWEEN WATER AND SANITARY MAINS/SERVICES DUE TO CHANGES IN ALIGNMENT, SANITARY PIPE WILL BE C900 PIPE WITH WATER TIGHT JOINTS.
- TOWNHOME UNITS ARE EQUIPT WITH SPRINKLER SYSTEMS. FIRE LINE LINE IS SERVED OFF THE DOMESTIC WATER SERVICE LINE.

ADJACENT LOT INFO



WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

- BETWEEN SIX TO 24 INCHES; OR
- WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE

ALL PROPOSED ROOF, AND WALL MOUNTED MECHANICAL EQUIPMENT TO COMPLY WITH SECTION 5-1-2-3(C)(10).

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. SCREENING ENCLOSURES SHALL USE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED IN THE FACADES OF THE PRIMARY STRUCTURE WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

4-PLEX | ELEVATION 'A'

	GLAZING PERCENTAGES				
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	824 SQ. FT.	453 SQ. FT.	783 SQ. FT.	453 SQ. FT.	2512.97 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	824 SQ. FT.	453 SQ. FT.	822 SQ. FT.	453 SQ. FT.	2552.09 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	232 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	467.17 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	211 SQ. FT.	77 SQ. FT.	219 SQ. FT.	77 SQ. FT.	582.96 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	28.1%	26.0%	0.0%	26.0%	18.6%
UPPER LEVEL GLAZING PERCENTAGE	25.6%	16.9%	26.6%	16.9%	22.8%

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

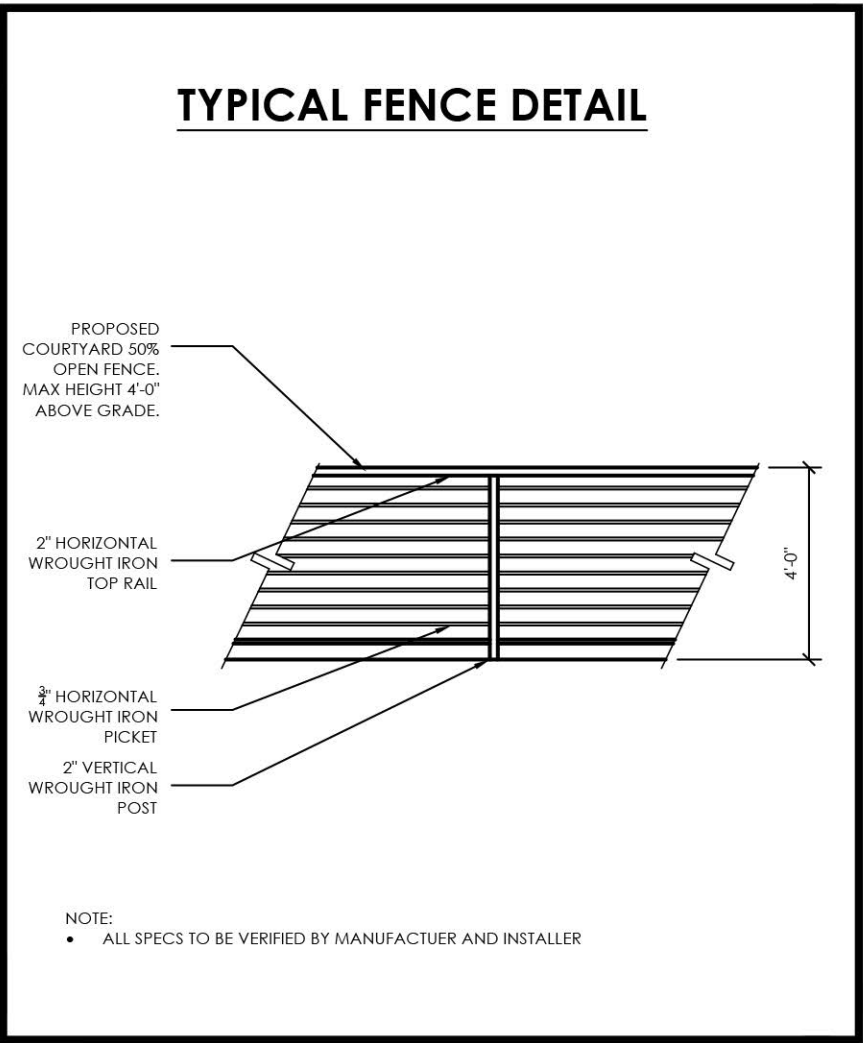
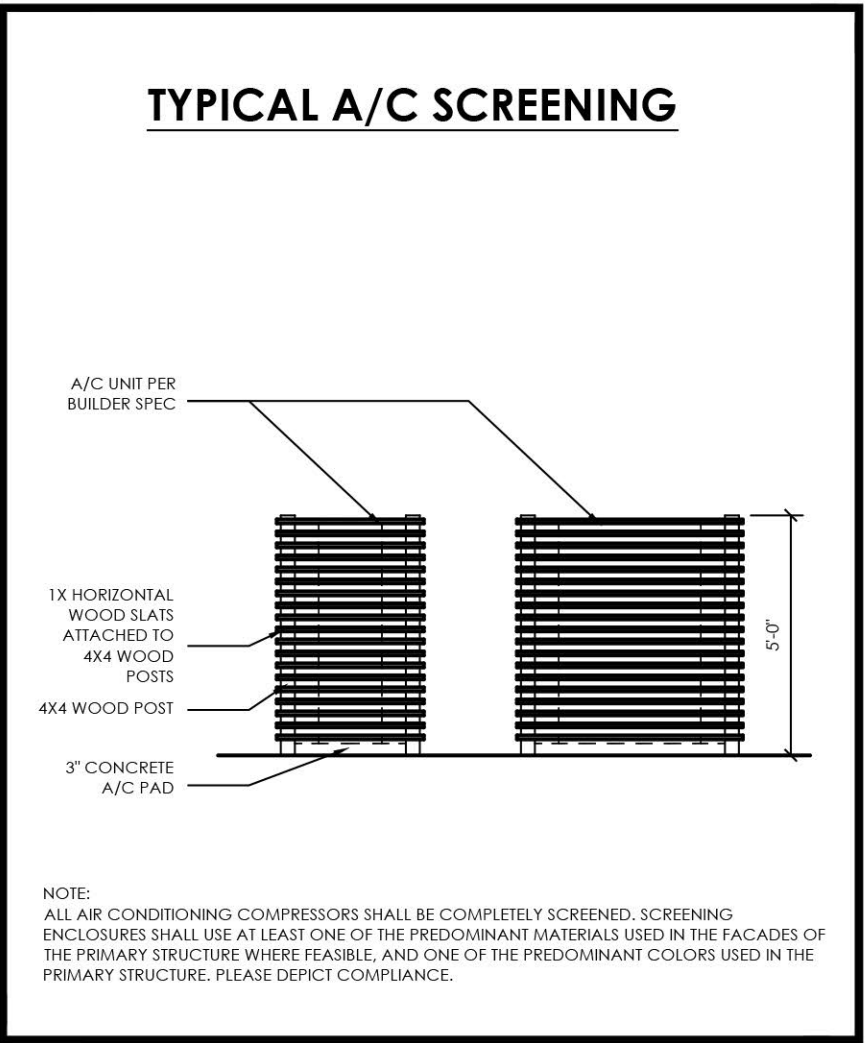
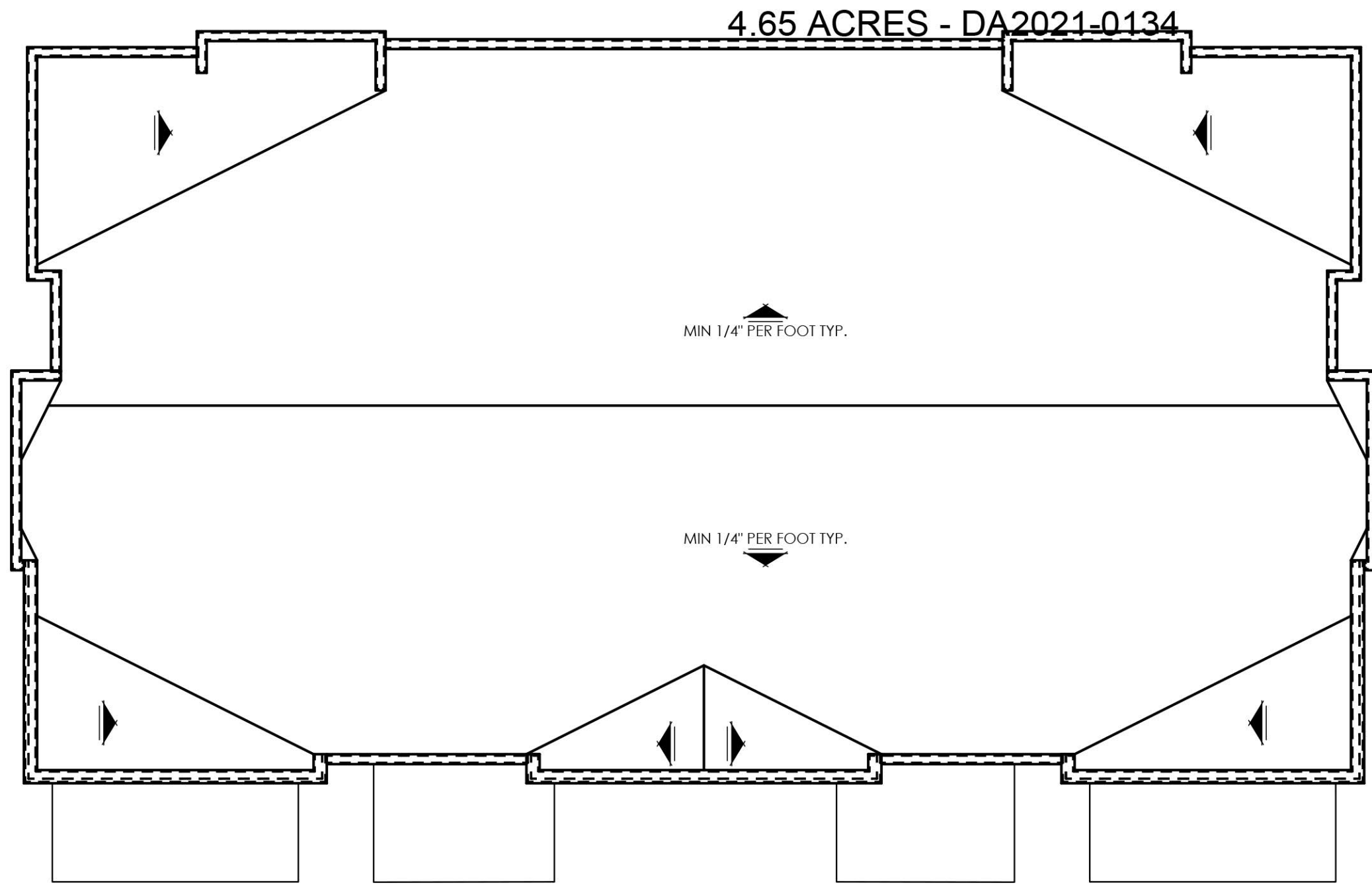
ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

DRAWN BY: _____
APRVD BY: _____
DATE: 2/20/2022
REVISED: 9/12/2022

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15 OF 48

WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

4-PLEX | ELEVATION 'A'

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

DRAWN BY: _____
APRVD BY: _____
DATE: 2/20/2022
REVISED: 9/12/2022

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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



FRONT ELEVATION



REAR ELEVATION

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

- BETWEEN SIX TO 24 INCHES; OR
- WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE

ALL PROPOSED ROOF, AND WALL MOUNTED MECHANICAL EQUIPMENT TO COMPLY WITH SECTION 5-1-2-3(C)(10).

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. SCREENING ENCLOSURES SHALL USE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED IN THE FACADES OF THE PRIMARY STRUCTURE WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

4-PLEX | ELEVATION 'B'

GLAZING PERCENTAGES					
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	824 SQ. FT.	453 SQ. FT.	783 SQ. FT.	453 SQ. FT.	2512.97 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	824 SQ. FT.	453 SQ. FT.	822 SQ. FT.	453 SQ. FT.	2552.09 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	232 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	467.17 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	211 SQ. FT.	77 SQ. FT.	219 SQ. FT.	77 SQ. FT.	582.96 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	28.1%	26.0%	0.0%	26.0%	18.6%
UPPER LEVEL GLAZING PERCENTAGE	25.6%	16.9%	26.6%	16.9%	22.8%

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

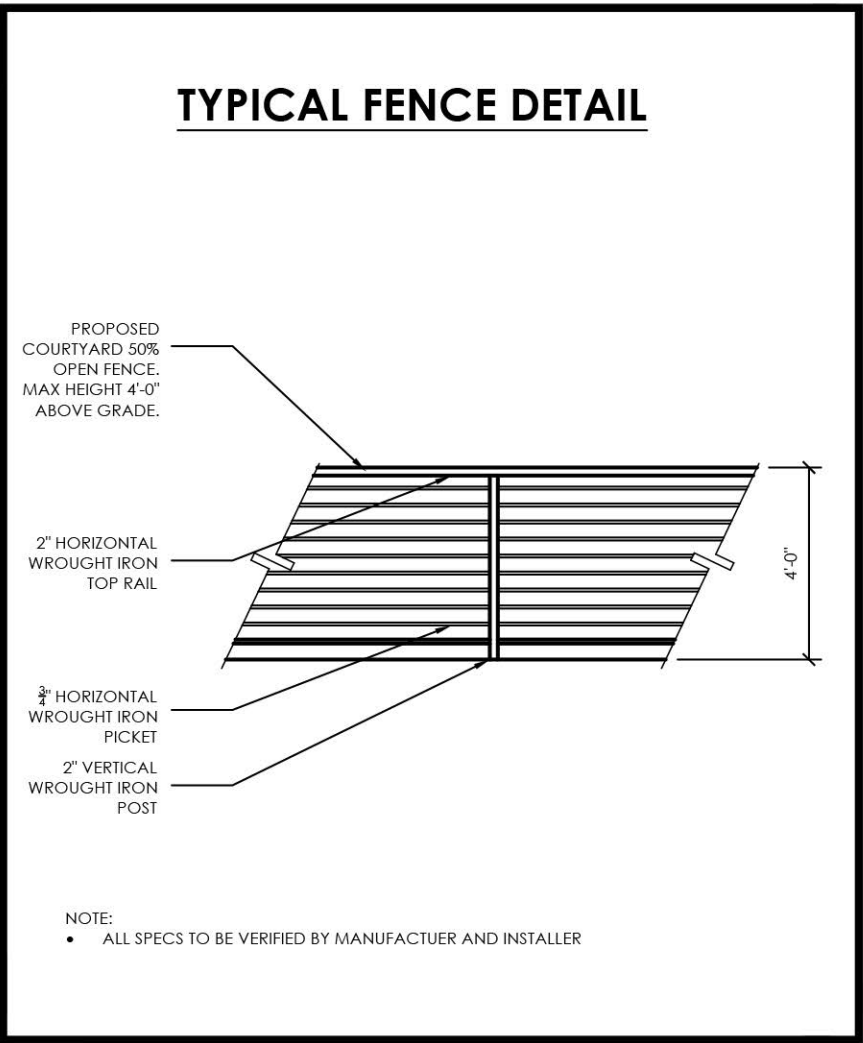
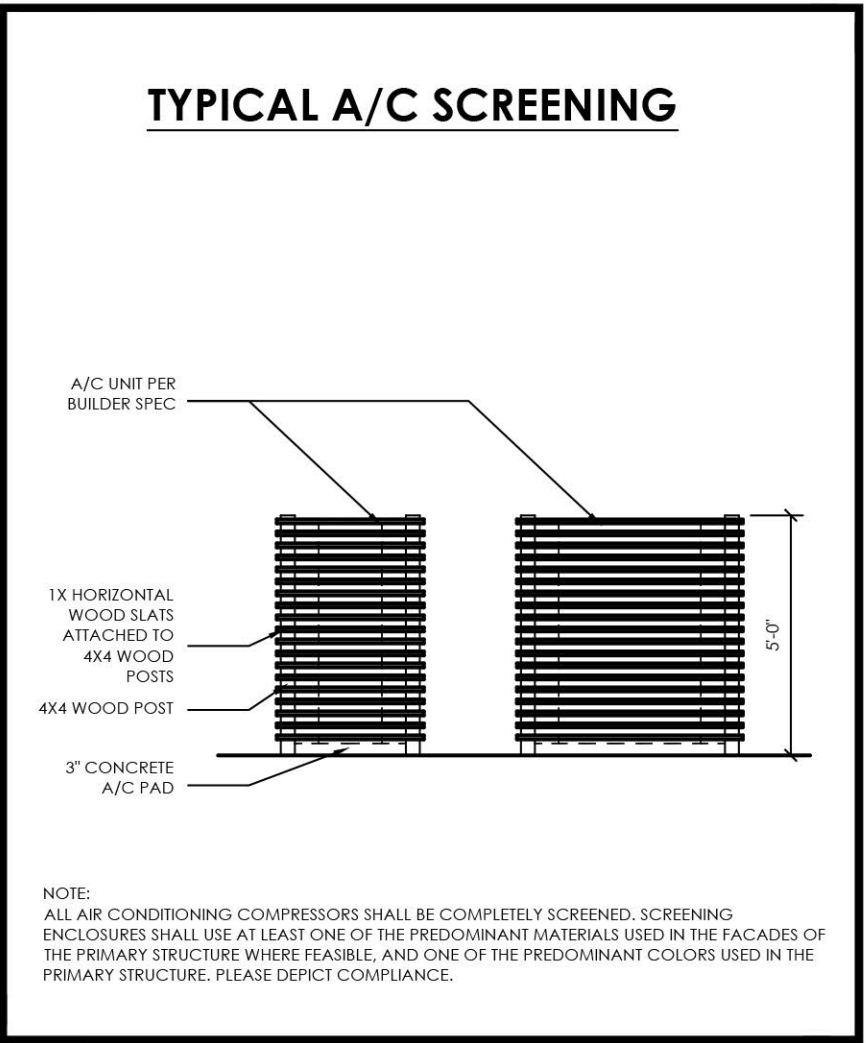
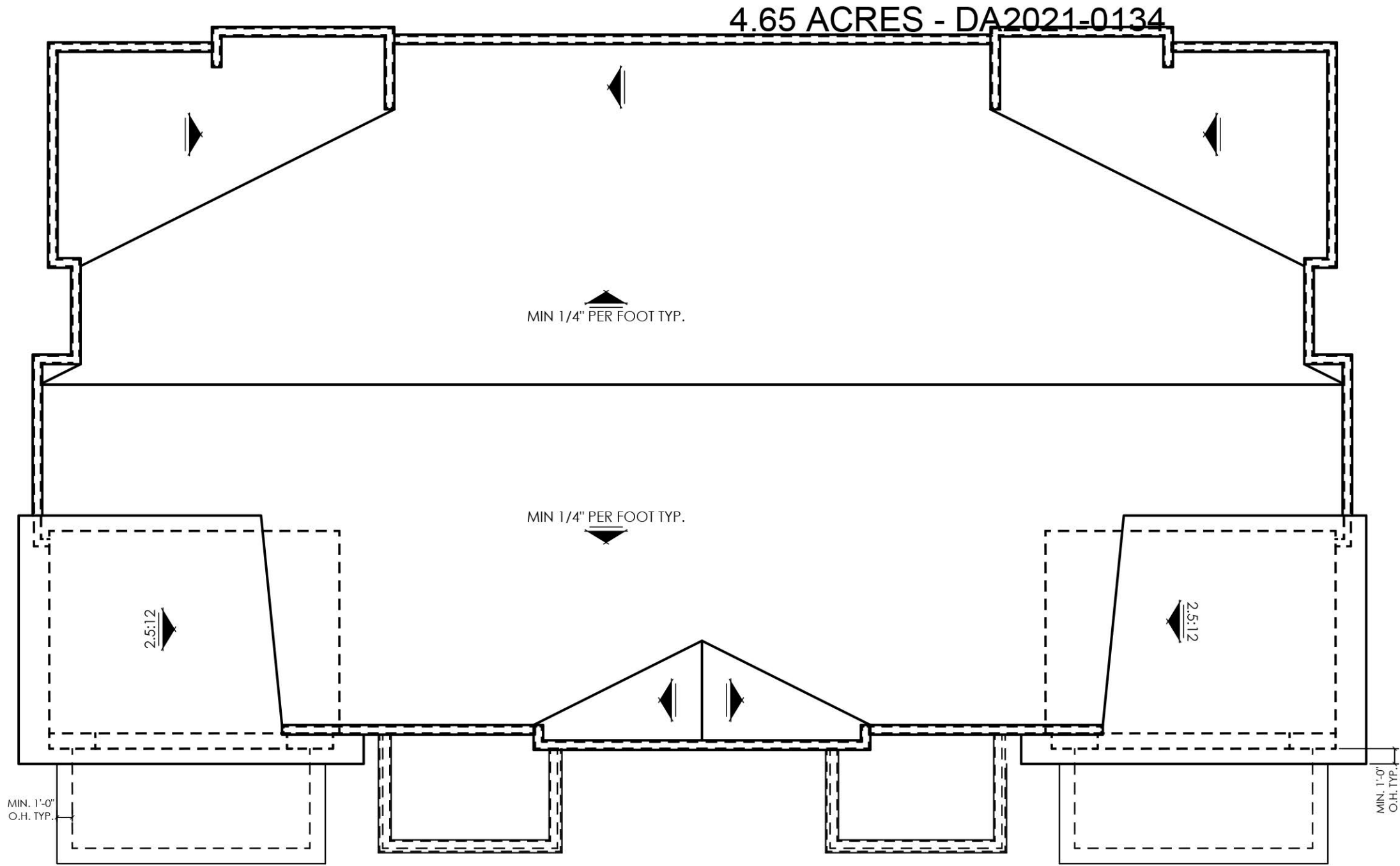
ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

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DATE: 2/20/2022
REVISED: 9/12/2022

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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

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DATE: 2/20/2022
REVISED: 9/12/2022

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4-PLEX | ELEVATION 'B'

WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

1. BETWEEN SIX TO 24 INCHES; OR
2. WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE

ALL PROPOSED ROOF, AND WALL MOUNTED MECHANICAL EQUIPMENT TO COMPLY WITH SECTION 5-1-2-3(C)(10).

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. SCREENING ENCLOSURES SHALL USE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED IN THE FACADES OF THE PRIMARY STRUCTURE WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

5-PLEX | ELEVATION 'A'

GLAZING PERCENTAGES					
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	1020 SQ. FT.	453 SQ. FT.	978 SQ. FT.	453 SQ. FT.	2903.40 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	1020 SQ. FT.	453 SQ. FT.	1017 SQ. FT.	453 SQ. FT.	2942.53 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	284 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	519.97 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	286 SQ. FT.	77 SQ. FT.	259 SQ. FT.	77 SQ. FT.	699.28 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	27.9%	26.0%	0.0%	26.0%	17.9%
UPPER LEVEL GLAZING PERCENTAGE	28.0%	16.9%	25.5%	16.9%	23.7%

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

DRAWN BY: _____
APRVD BY: _____
DATE: 2/20/2022
REVISED: 9/12/2022

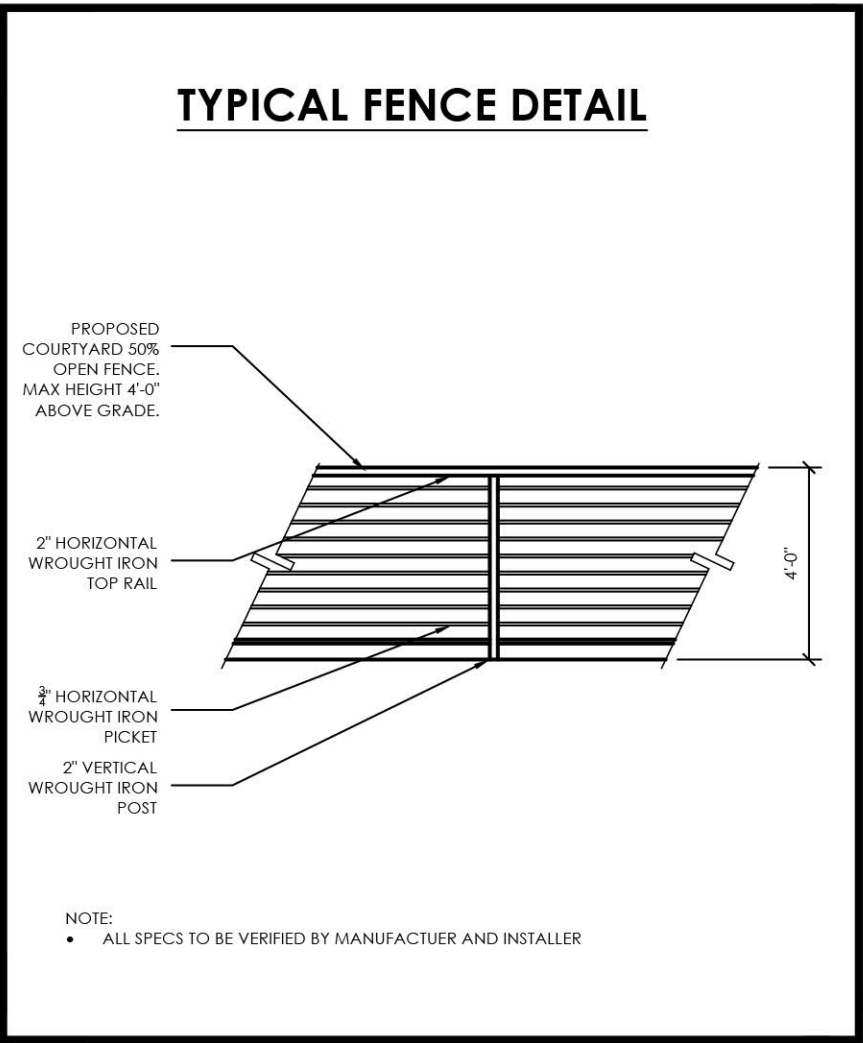
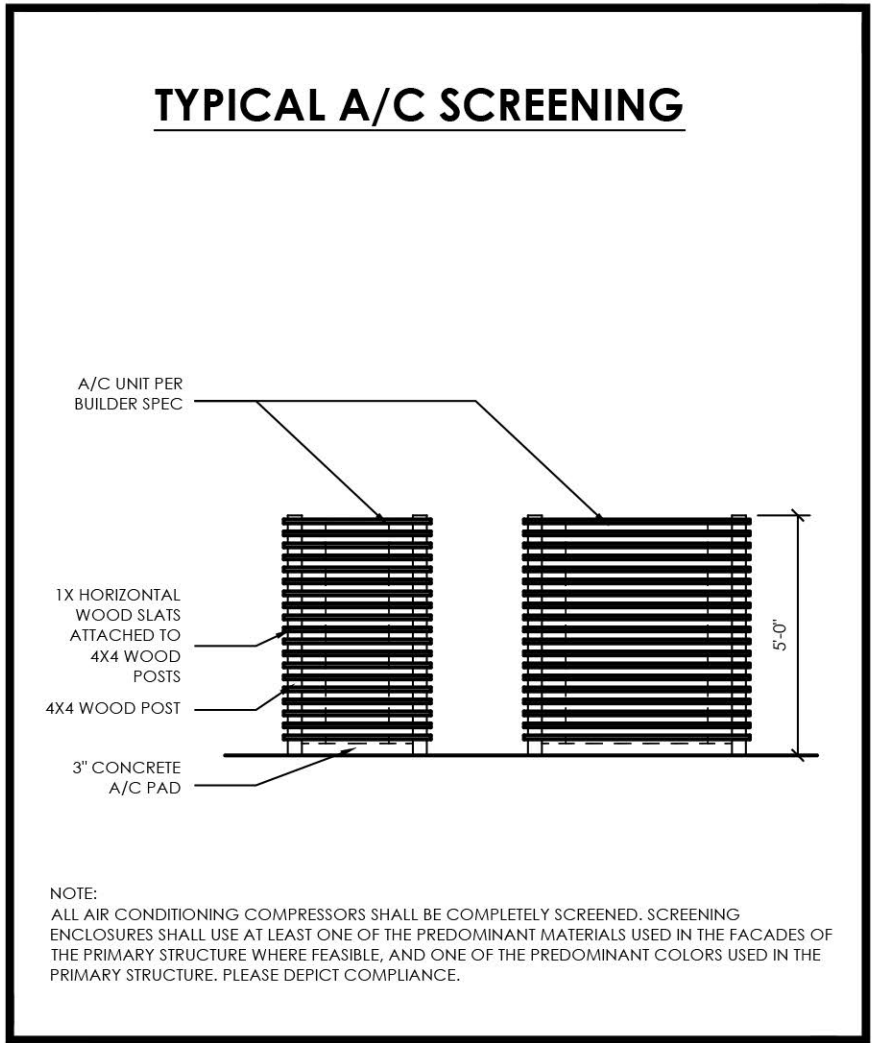
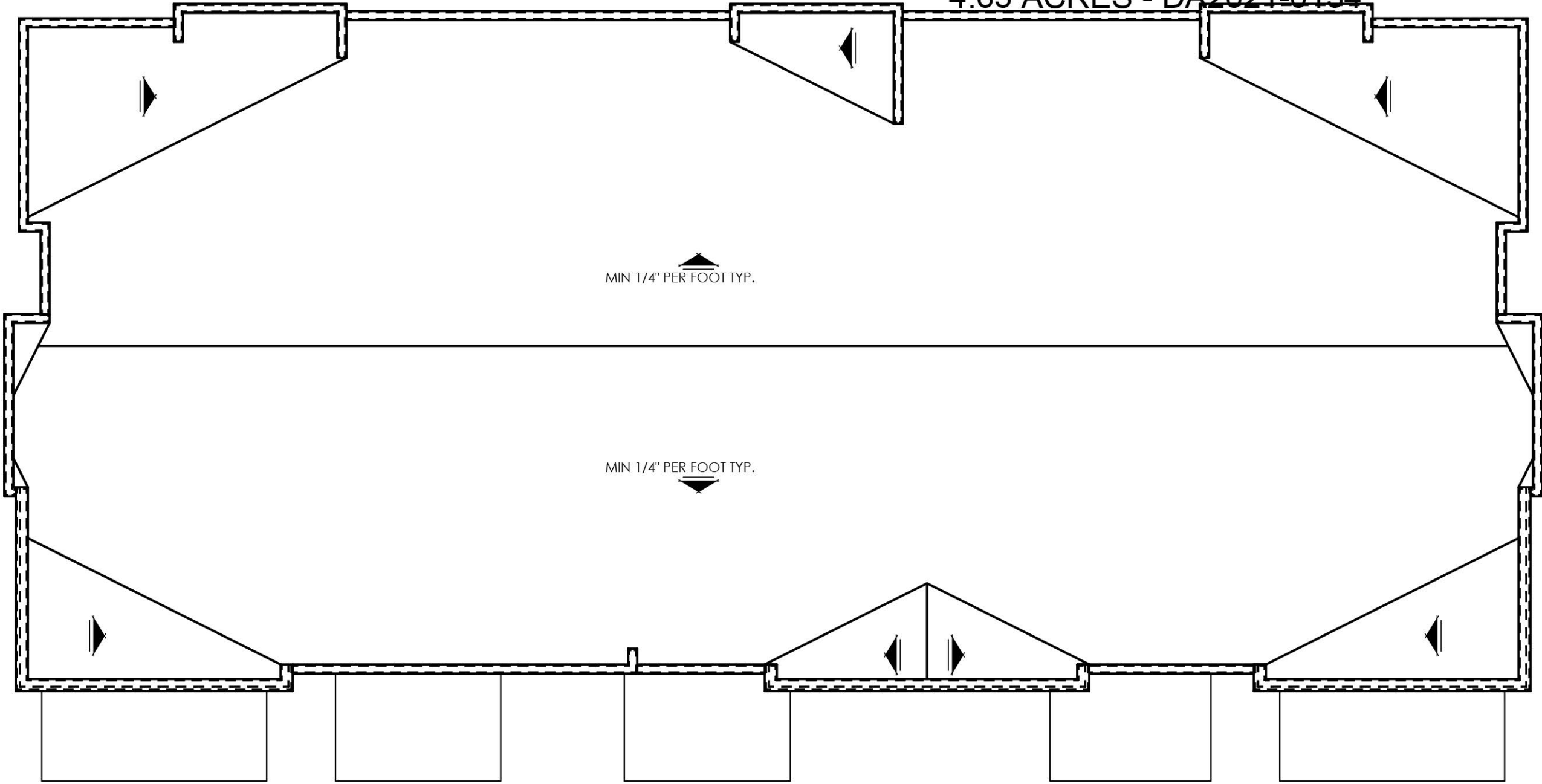
A23

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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

5-PLEX | ELEVATION 'A'

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

DRAWN BY: _____
APRVD BY: _____
DATE: 2/20/2022
REVISED: 9/12/2022

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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

- ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

 - BETWEEN SIX TO 24 INCHES; OR
 - WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE
- ALL PROPOSED ROOF, AND WALL MOUNTED MECHANICAL EQUIPMENT TO COMPLY WITH SECTION 5-1-2-3(C)(10).

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. SCREENING ENCLOSURES SHALL USE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED IN THE FACADES OF THE PRIMARY STRUCTURE WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

5-PLEX | ELEVATION 'B'

GLAZING PERCENTAGES					
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	1020 SQ. FT.	453 SQ. FT.	978 SQ. FT.	453 SQ. FT.	2903.40 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	1020 SQ. FT.	453 SQ. FT.	1017 SQ. FT.	453 SQ. FT.	2942.53 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	284 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	519.97 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	286 SQ. FT.	77 SQ. FT.	259 SQ. FT.	77 SQ. FT.	699.28 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	27.9%	26.0%	0.0%	26.0%	17.9%
UPPER LEVEL GLAZING PERCENTAGE	28.0%	16.9%	25.5%	16.9%	23.7%

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

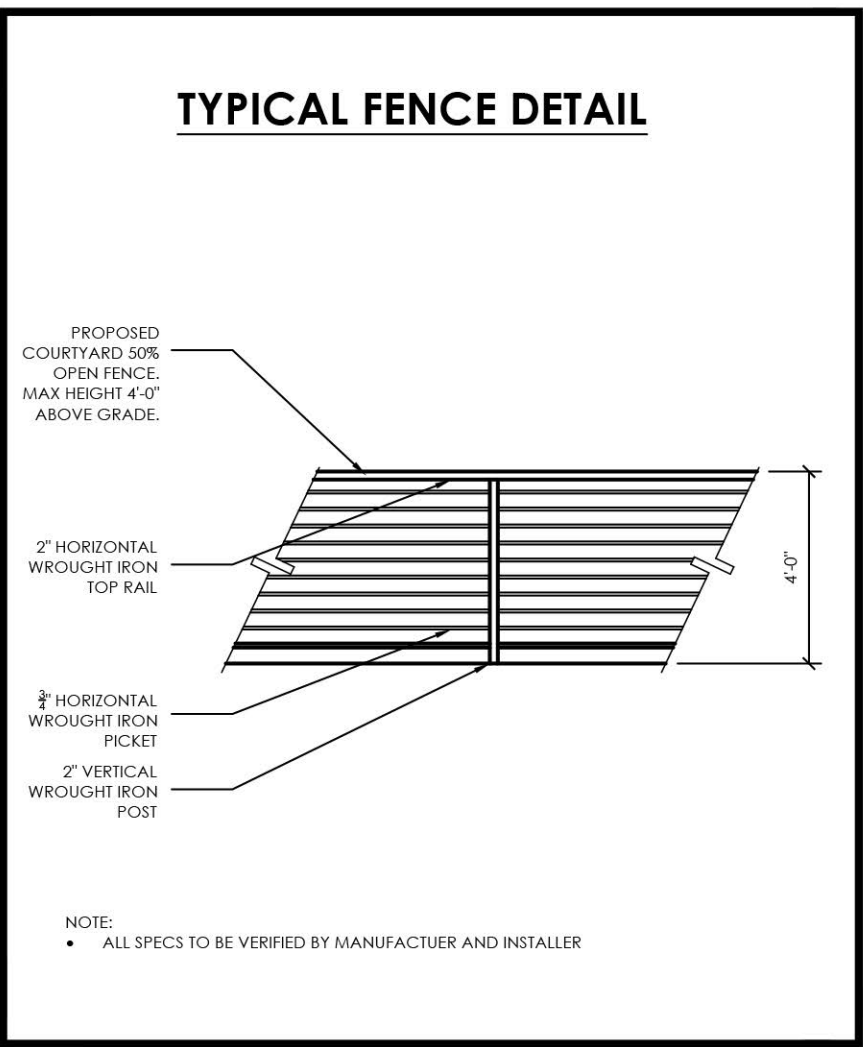
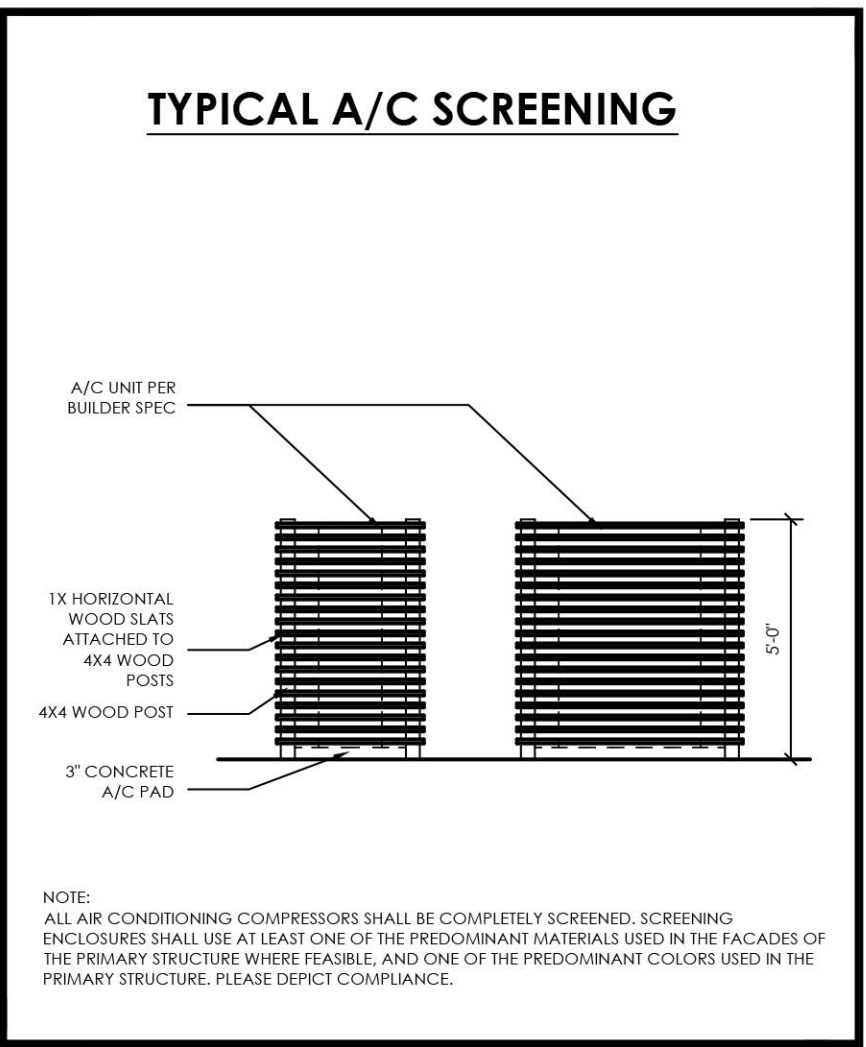
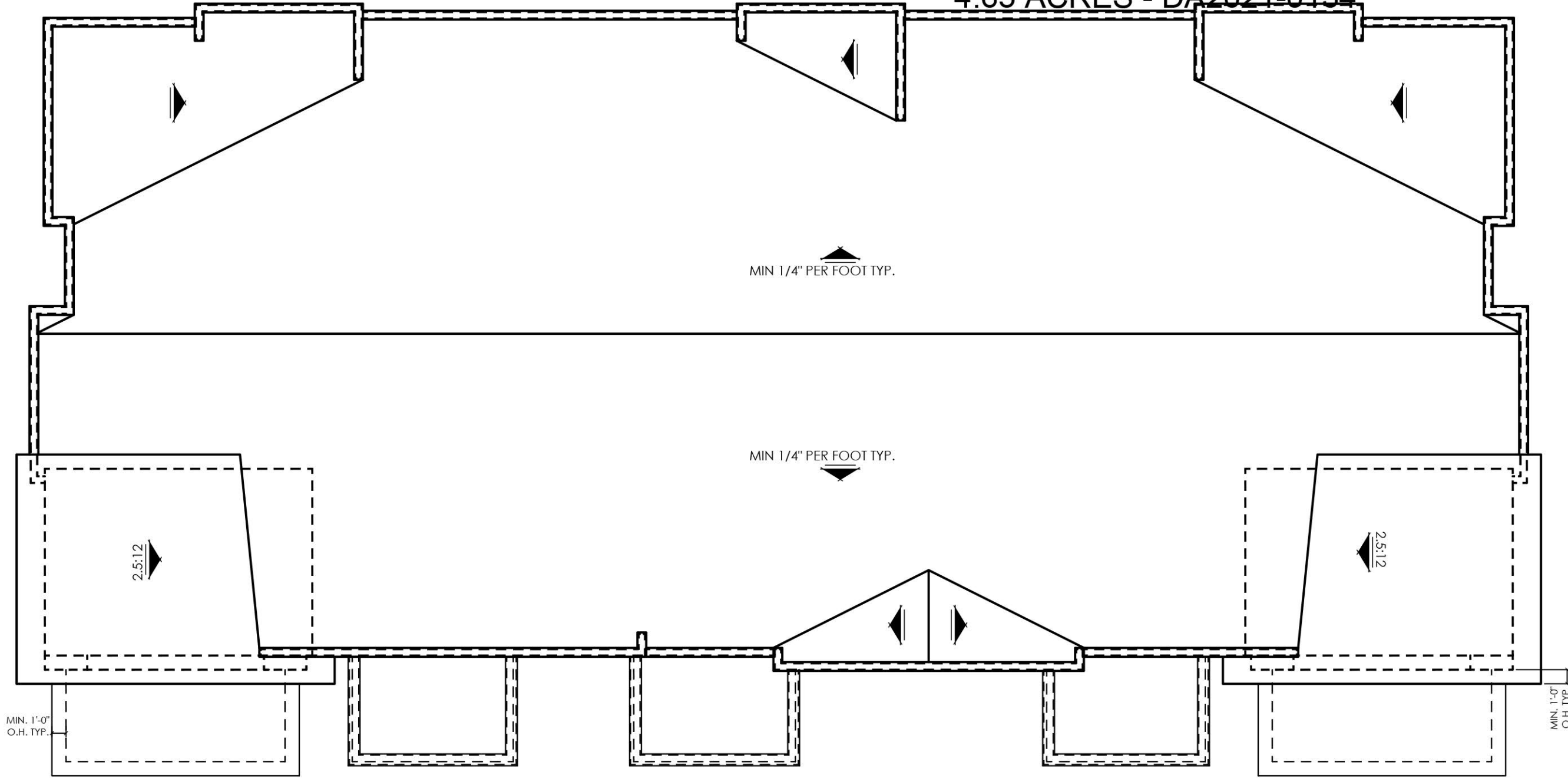
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DATE: 2/20/2022
REVISED: 9/12/2022

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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

5-PLEX | ELEVATION 'B'

APPLICANT: CHARTERED DEVELOPMENT CORP. 2555 49TH STREET, SUITE 3 BOULDER, COLORADO 80301 303-545-2554	DRAWN BY: _____
	APRVD BY: _____
ARCHITECT: WOODLEY ARCHITECTURAL GROUP 731 SOUTHPARK DR, STE B LITTLETON, CO 80120 303.683.7321	DATE: 2/20/2022
	REVISED: 9/12/2022
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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

1. BETWEEN SIX TO 24 INCHES; OR
2. WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE

ALL PROPOSED ROOF, AND WALL MOUNTED MECHANICAL EQUIPMENT TO COMPLY WITH SECTION 5-1-2-3(C)(10).

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. SCREENING ENCLOSURES SHALL USE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED IN THE FACADES OF THE PRIMARY STRUCTURE WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

6-PLEX | ELEVATION 'A'

GLAZING PERCENTAGES					
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	1210 SQ. FT.	453 SQ. FT.	1073 SQ. FT.	453 SQ. FT.	3289.35 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	1210 SQ. FT.	453 SQ. FT.	1212 SQ. FT.	453 SQ. FT.	3328.48 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	351 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	586.71 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	347 SQ. FT.	77 SQ. FT.	300 SQ. FT.	77 SQ. FT.	799.82 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	29.0%	26.0%	0.0%	26.0%	17.8%
UPPER LEVEL GLAZING PERCENTAGE	28.6%	16.9%	24.8%	16.9%	24.0%

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

DRAWN BY: _____
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DATE: 2/20/2022
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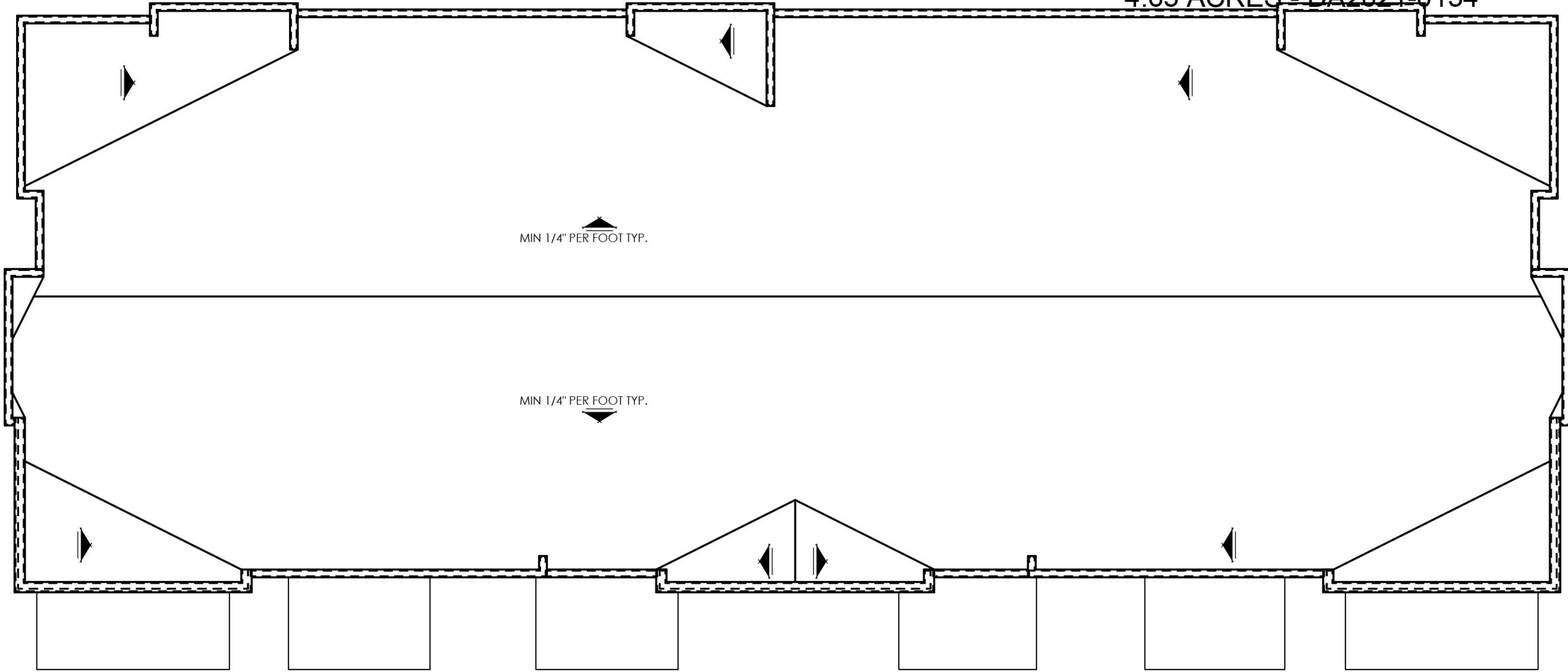
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WEST 53RD AVENUE TOWNHOMES SITE PLAN

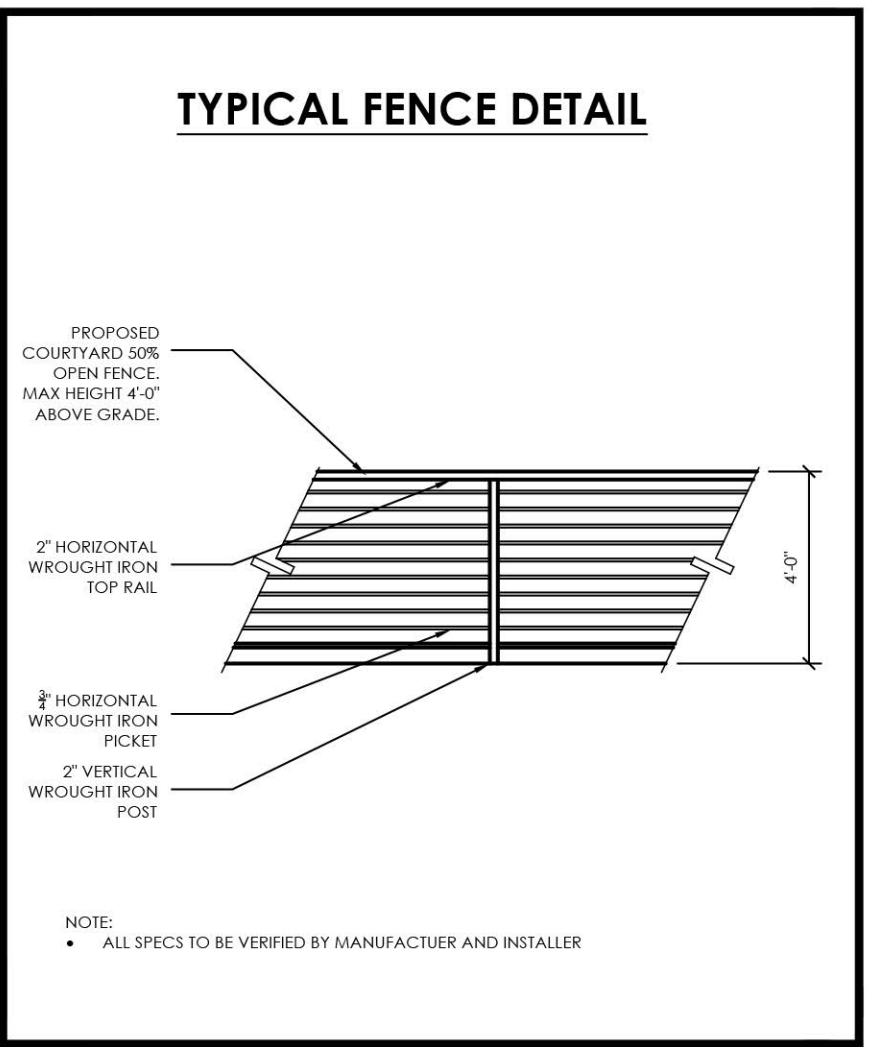
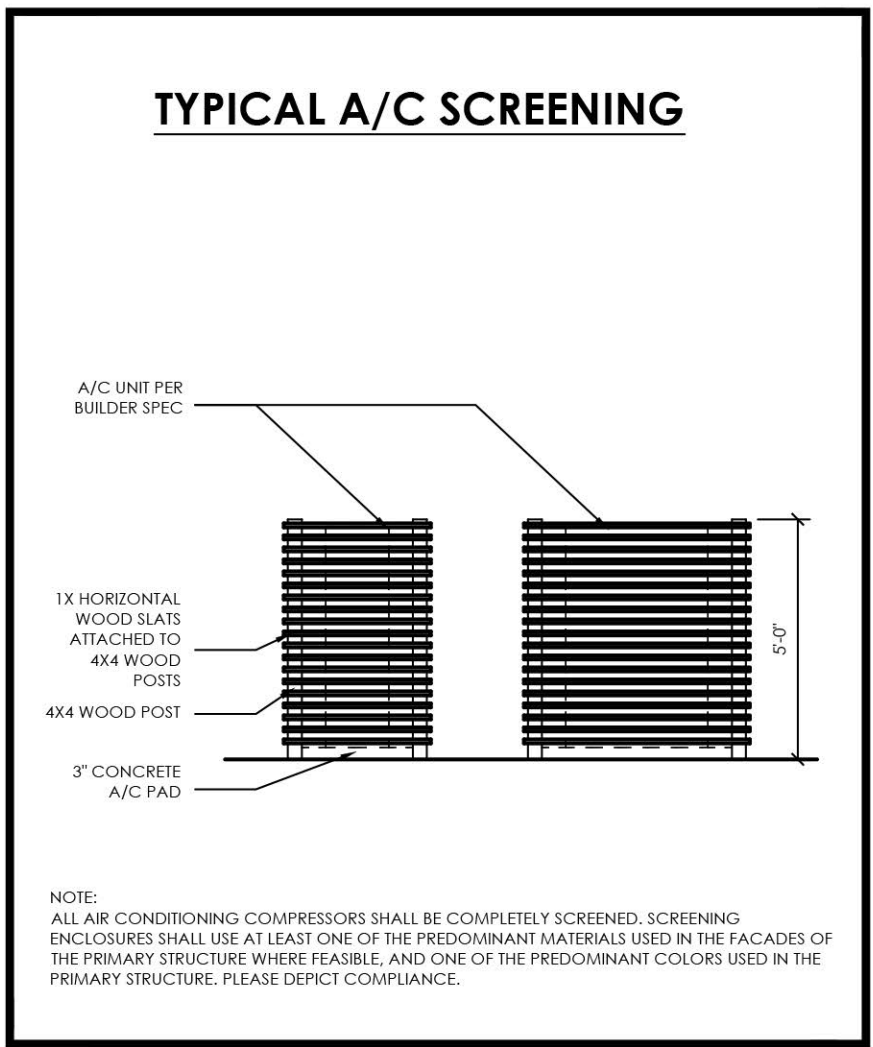
BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

6-PLEX | ELEVATION 'A'

APPLICANT: CHARTERED DEVELOPMENT CORP. 2555 49TH STREET, SUITE 3 BOULDER, COLORADO 80301 303-545-2554	DRAWN BY: _____
	APRVD BY: _____
ARCHITECT: WOODLEY ARCHITECTURAL GROUP 731 SOUTHPARK DR, STE B LITTLETON, CO 80120 303.683.7321	DATE: <u>2/20/2022</u>
	REVISED: <u>9/12/2022</u>
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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

- BETWEEN SIX TO 24 INCHES; OR
- WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE

ALL PROPOSED ROOF, AND WALL MOUNTED MECHANICAL EQUIPMENT TO COMPLY WITH SECTION 5-1-2-3(C)(10).

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. SCREENING ENCLOSURES SHALL USE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED IN THE FACADES OF THE PRIMARY STRUCTURE WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

6-PLEX | ELEVATION 'B'

GLAZING PERCENTAGES					
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	1210 SQ. FT.	453 SQ. FT.	1073 SQ. FT.	453 SQ. FT.	3289.35 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	1210 SQ. FT.	453 SQ. FT.	1212 SQ. FT.	453 SQ. FT.	3328.48 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	351 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	586.71 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	347 SQ. FT.	77 SQ. FT.	300 SQ. FT.	77 SQ. FT.	799.82 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	29.0%	26.0%	0.0%	26.0%	17.8%
UPPER LEVEL GLAZING PERCENTAGE	28.6%	16.9%	24.8%	16.9%	24.0%

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
731 SOUTHPARK DR, STE B
LITTLETON, CO 80120
303.683.7321

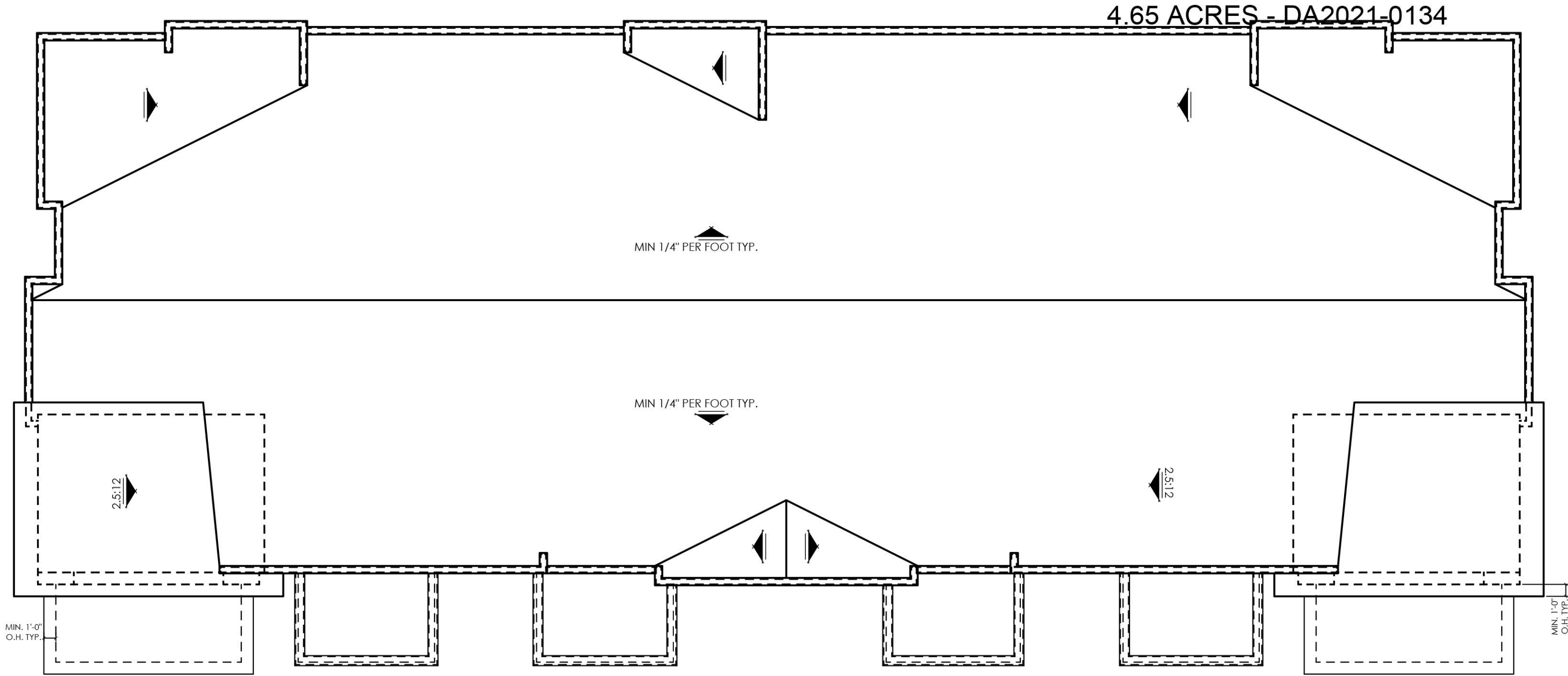
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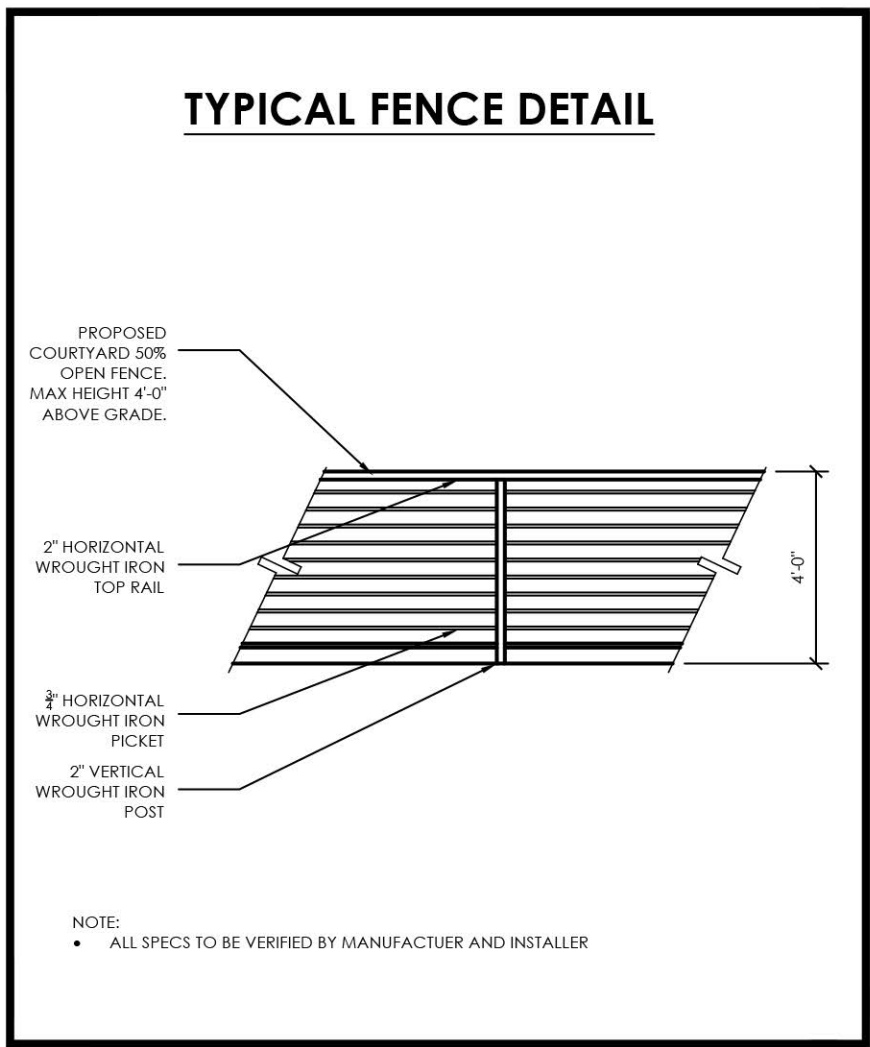
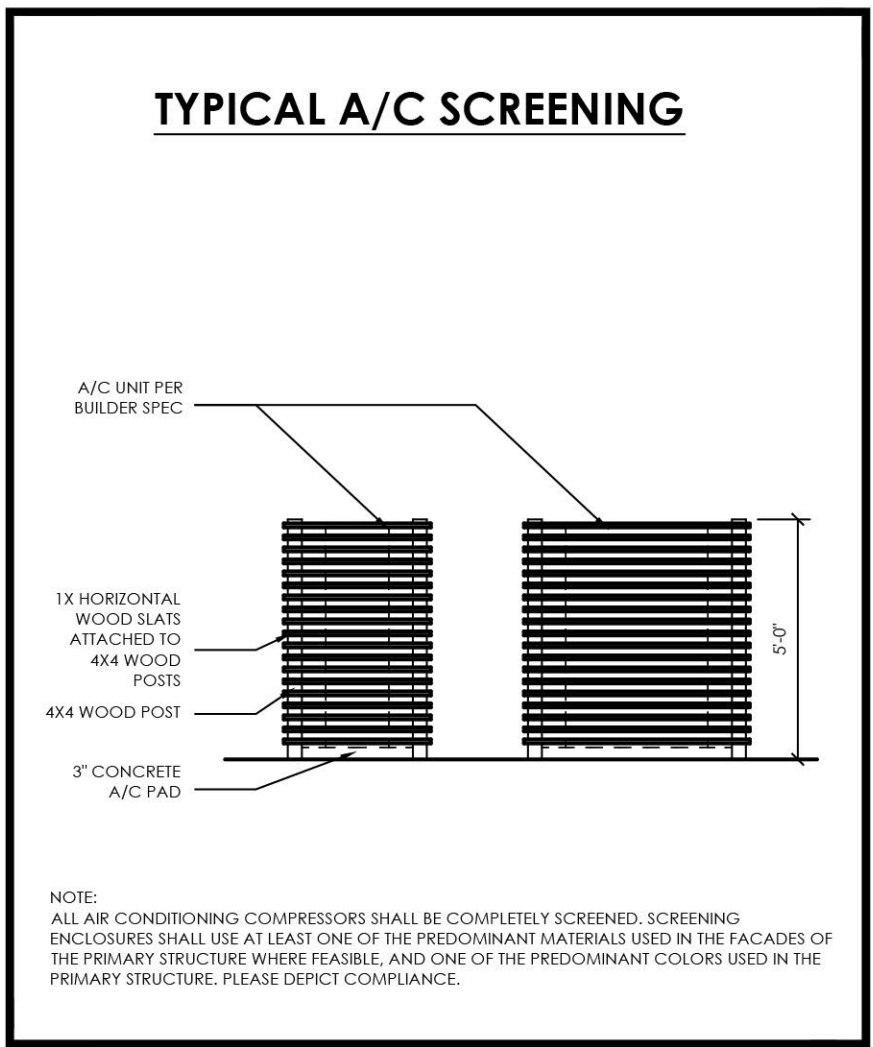
WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

6-PLEX | ELEVATION 'B'

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
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WEST 53RD AVENUE TOWNHOMES SITE PLAN

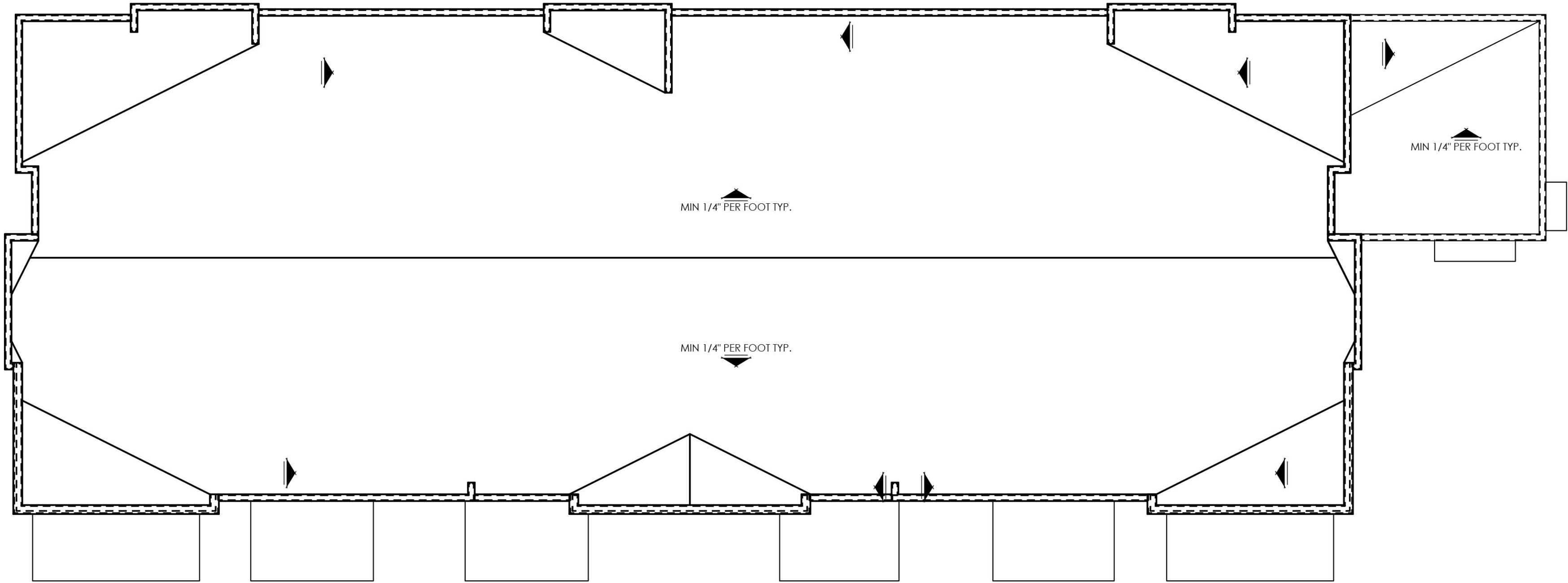
BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



ROOF PLAN

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.

SIDING MATERIAL SHALL BE CONTINUED DOWN TO WITHIN NINE INCHES OF FINISHED GRADE ON ANY ELEVATION, EXCEPT THAT SIDING SHALL BE ALLOWED TO STEP TO FOLLOW GRADE:

1. BETWEEN SIX TO 24 INCHES; OR
2. WITHIN 24 INCHES MAXIMUM FROM FINISHED GRADE

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WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FAÇADE.

6-PLEX W/ SALES CENTER | ELEVATION 'A'

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
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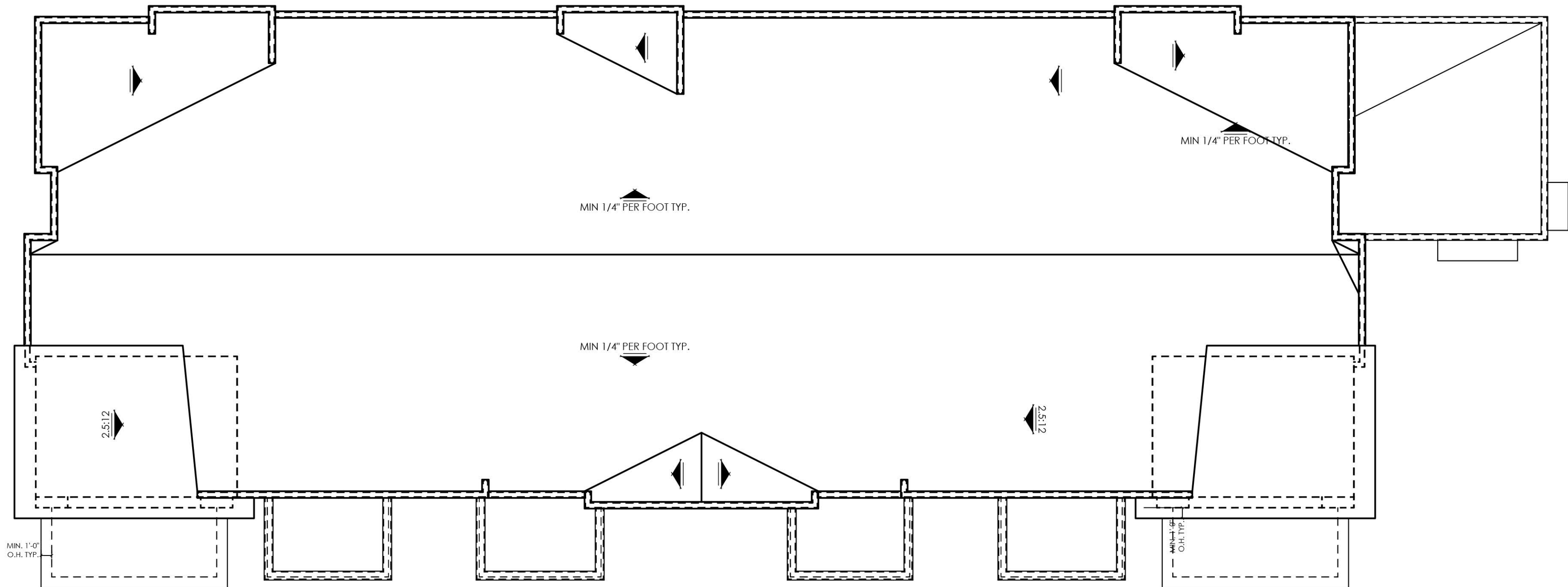
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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



ROOF PLAN

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

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6-PLEX W/ SALES CENTER | ELEVATION 'B'

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PRELIMINARY NOT FOR CONSTRUCTION

WEST 53RD AVENUE TOWNHOMES

SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
4.65 ACRES - DA2021-0134



FRONT ELEVATION



REAR ELEVATION

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8-PLEX | ELEVATION 'A'

	GLAZING PERCENTAGES				
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FAÇADE AREA GROUND LEVEL (SQ. FT.)	1589 SQ. FT.	453 SQ. FT.	1564 SQ. FT.	453 SQ. FT.	4058.00 SQ. FT.
NET FAÇADE AREA UPPER LEVEL (SQ. FT.)	1605 SQ. FT.	453 SQ. FT.	1603 SQ. FT.	453 SQ. FT.	4113.83 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	454 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	690.26 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	474 SQ. FT.	77 SQ. FT.	396 SQ. FT.	77 SQ. FT.	1023.01 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	28.6%	26.0%	0.0%	26.0%	17.0%
UPPER LEVEL GLAZING PERCENTAGE	29.5%	16.9%	24.7%	16.9%	24.9%

WEST 53RD AVENUE TOWNHOMES BUILDING ELEVATIONS

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
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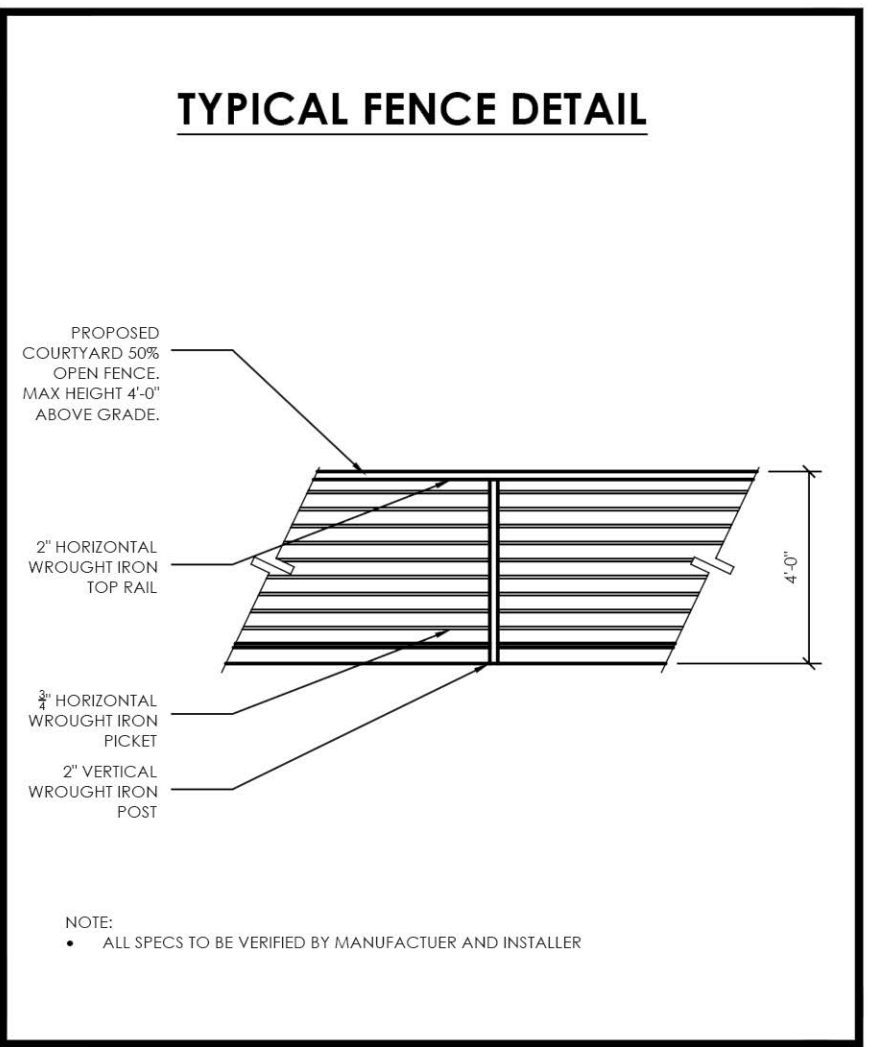
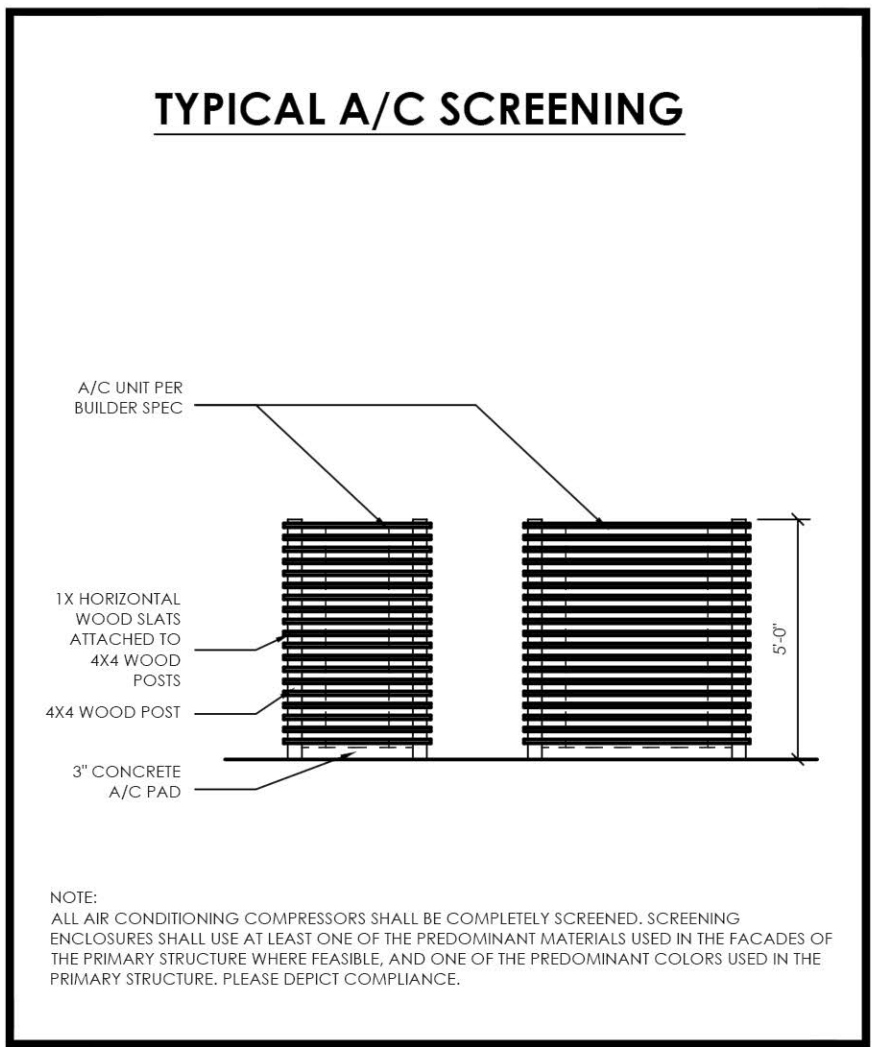
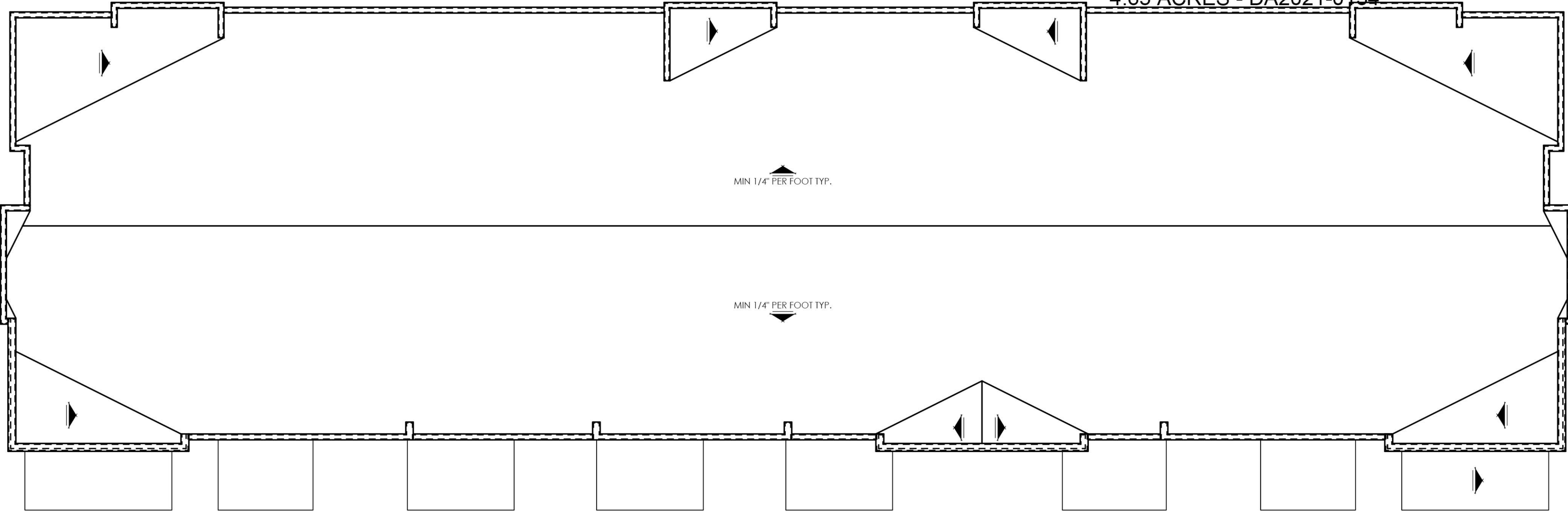
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WEST 53RD AVENUE TOWNHOMES SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



ROOF PLAN

SCALE: 1/8" = 1'-0"



WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

APPLICANT:
CHARTERED DEVELOPMENT CORP.
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8-PLEX | ELEVATION 'A'

WEST 53RD AVENUE TOWNHOMES

SITE PLAN

BLOCK 6, SAYERS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
4.65 ACRES - DA2021-0134



FRONT ELEVATION

SCALE: 3/16" = 1'-0"



REAR ELEVATION

SCALE: 3/16" = 1'-0"

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8-PLEX | ELEVATION 'B'

GLAZING PERCENTAGES					
	FRONT	RIGHT	REAR	LEFT	TOTAL
NET FACADE AREA GROUND LEVEL (SQ. FT.)	1589 SQ. FT.	453 SQ. FT.	1564 SQ. FT.	453 SQ. FT.	4058.00 SQ. FT.
NET FACADE AREA UPPER LEVEL (SQ. FT.)	1605 SQ. FT.	453 SQ. FT.	1603 SQ. FT.	453 SQ. FT.	4113.83 SQ. FT.
GLAZING AREA GROUND LEVEL (SQ. FT.)	454 SQ. FT.	118 SQ. FT.	0.0000	118 SQ. FT.	690.26 SQ. FT.
GLAZING AREA UPPER LEVEL (SQ. FT.)	474 SQ. FT.	77 SQ. FT.	396 SQ. FT.	77 SQ. FT.	1023.01 SQ. FT.
GROUND LEVEL GLAZING PERCENTAGE	28.6%	26.0%	0.0%	26.0%	7.0%
UPPER LEVEL GLAZING PERCENTAGE	29.5%	16.9%	24.7%	16.9%	24.9%

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
WOODLEY ARCHITECTURAL GROUP
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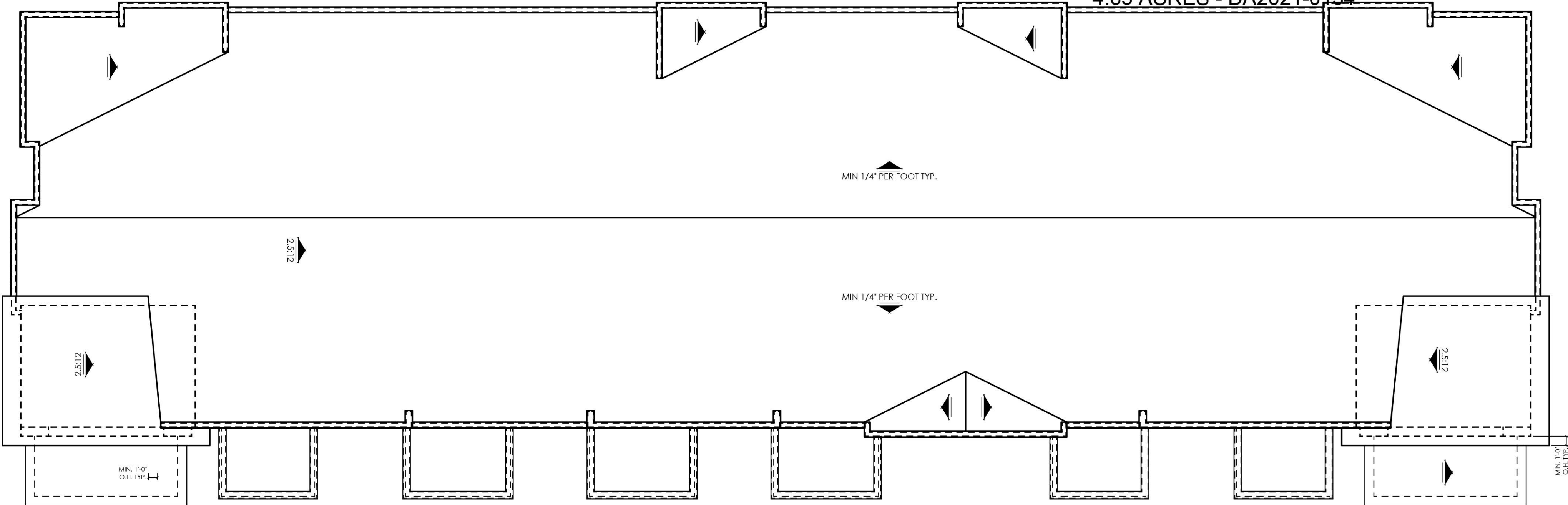
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PRELIMINARY NOT FOR CONSTRUCTION

WEST 53RD AVENUE TOWNHOMES SITE PLAN

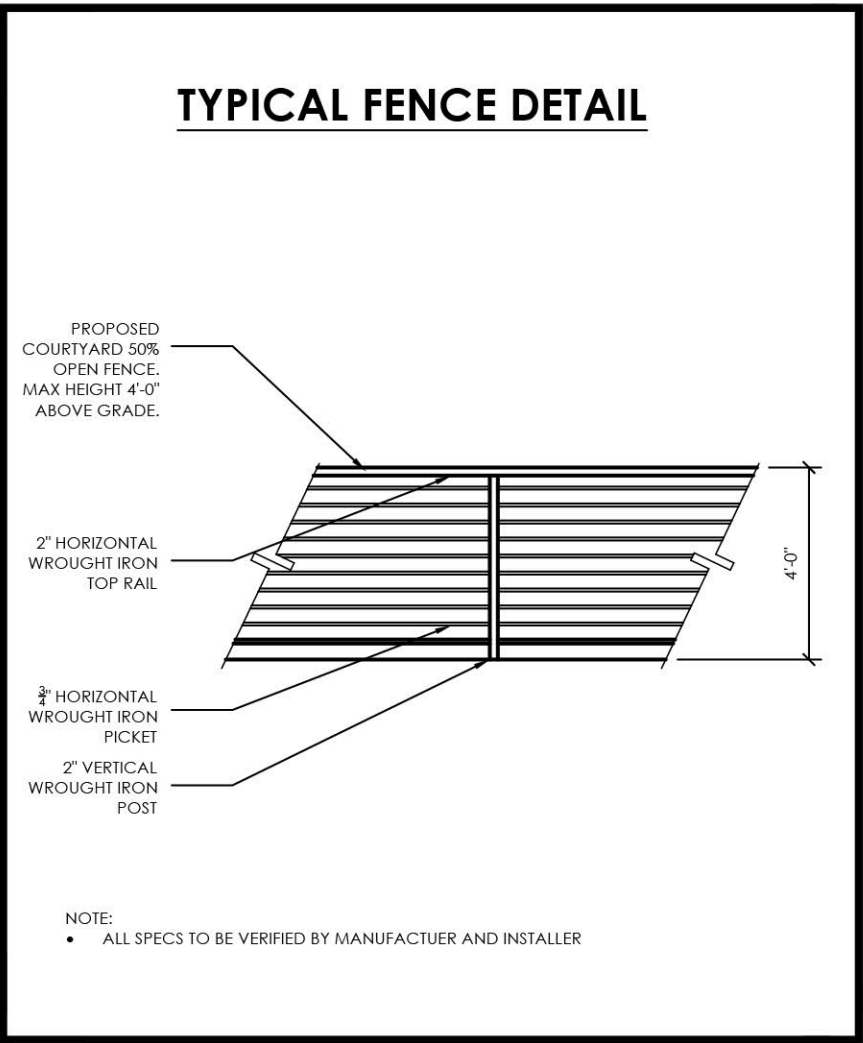
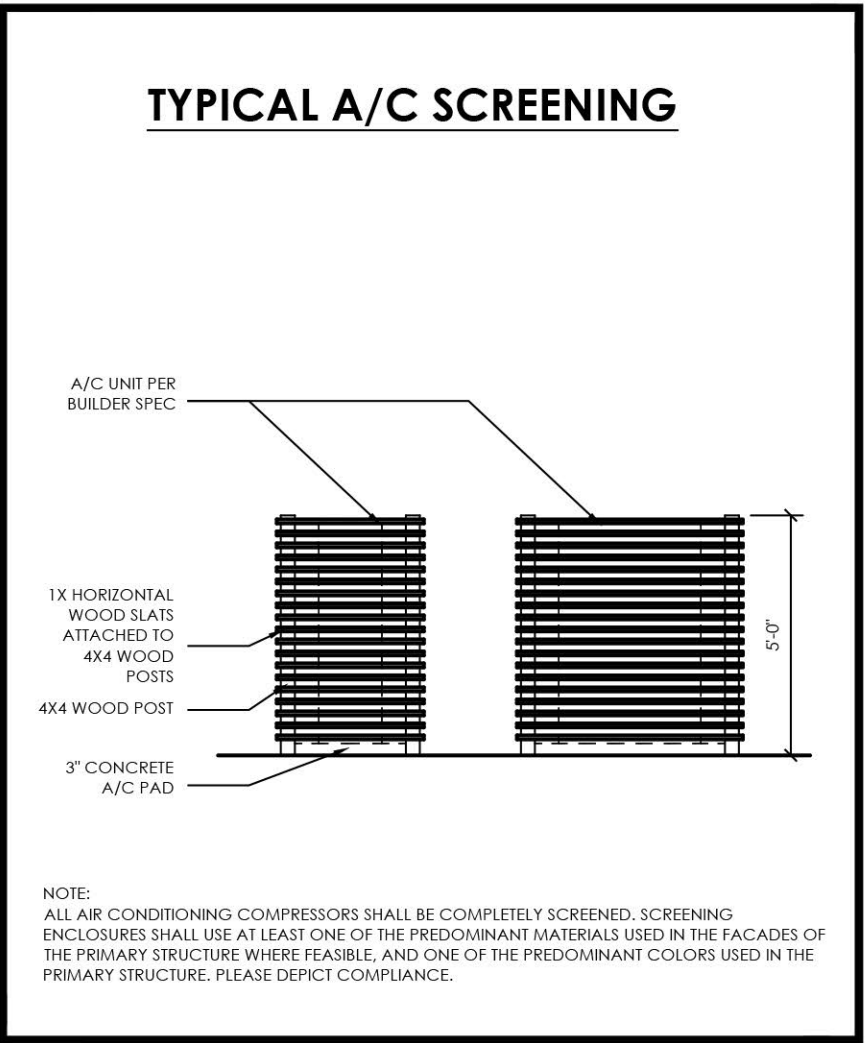
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WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

4.65 ACRES - DA2021-0134



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

WEST 53RD AVENUE TOWNHOMES
BUILDING ELEVATIONS

8-PLEX | ELEVATION 'B'

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

ARCHITECT:
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WEST 53RD AVENUE TOWNHOMES - SITE PLAN

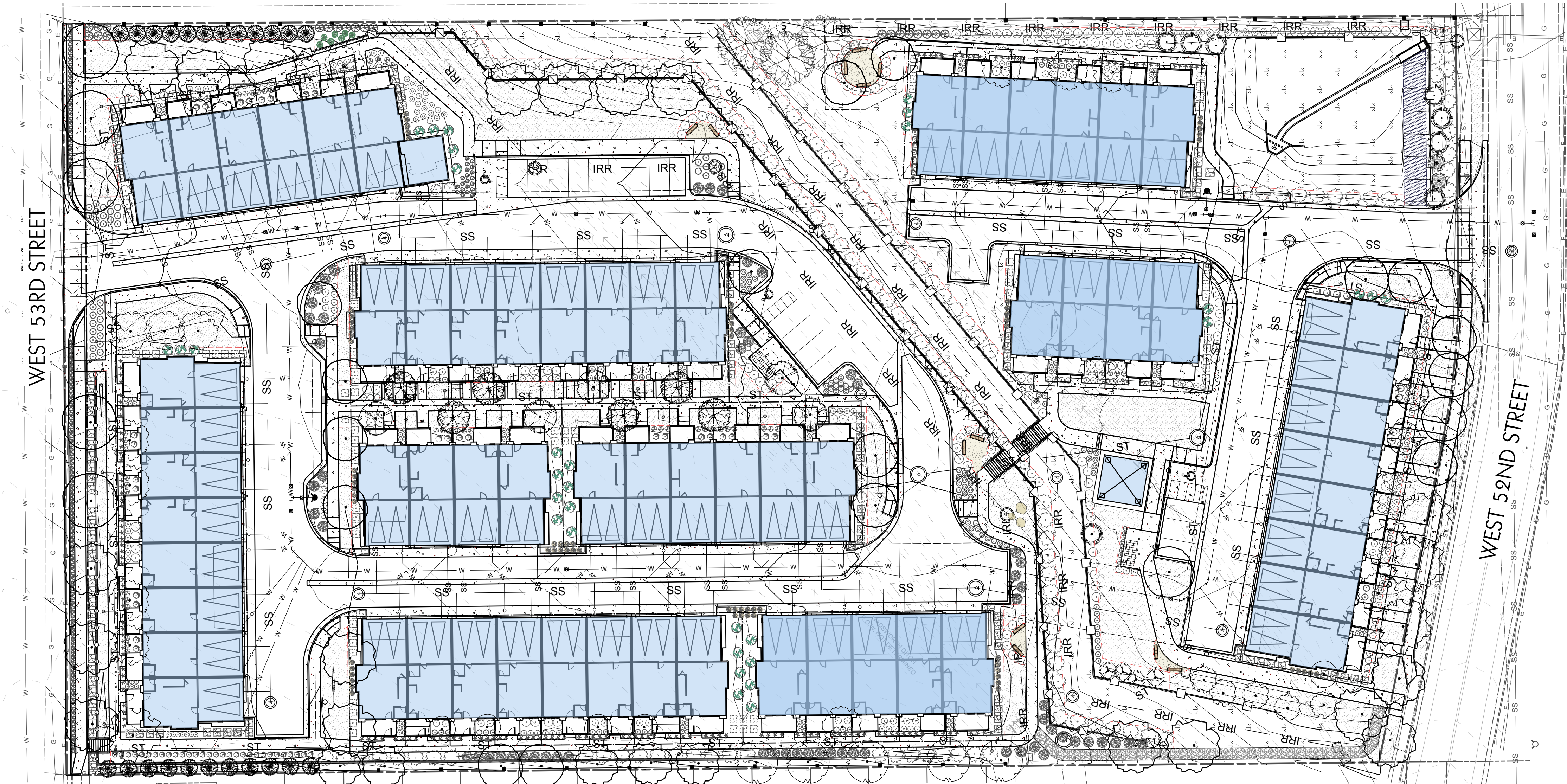
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WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
4.65 ACRES - SITE PLAN

LANDSCAPE STANDARDS		
LOT SIZE:	209,686	SF
BLDG & GARAGE	65,265	SF
PARKING LOT	46,470	SF
WALKS	17,647	SF
LANDSCAPE AREA:	73,304	SF
Minimum Plant Materials:		
	REQUIRED	PROVIDED
	1 shade tree (or 2 ornamental trees)/3000 sf = 25 shade trees or 48 ornamental 1 shrub/600 sf=123 shrubs	145 trees - 66 shade, 42 ornamental & 37 evergreen (26%) 1094 shrubs
Street Trees:		
West 53rd Street	1 shade tree / 50 LF - 334 LF = 7 trees	8 trees provided
West 52nd Street	1 shade tree / 50 LF - 336 LF = 9 trees	9 trees provided
Parking Lot Landscaping:		
no parking lots along streets	NA	NA
Interior Parking Lot Landscaping: (for lots with more than 24 spaces)		
no interior parking lots	NA	NA
Buffer Landscaping:		
west side - Buffer Yard D	10' width Four trees and ten shrubs per 100 lineal feet of adjacency. A minimum 40 % evergreen trees 583 lf = 24 trees & 59 shrubs	10'-6" wide with 6' fence 25 trees provided (11 evergreen - 44%) + 61 shrubs
east side - non single family/open space -	10' width Four trees and ten shrubs per 100 lineal feet of adjacency. A minimum 40 % evergreen trees 230 lf (north) = 10 trees & 23 shrubs 200 lf (south) = 8 trees & 20 shrubs	varies - 10'-4" min. provided NORTH: 15 trees provided (12 evergreen - 80%) + 26 shrubs SOUTH: 8 trees provided (3 evergreen - 38%) + 63 shrubs

SITE CALCULATIONS:		
LOT:		209,686
BLDG & GARAGE	65,265	
PARKING LOT	46,470	
WALKS	17,647	
OPEN SPACE:		
LANDSCAPE	73,304	36.9%
URBAN PARK: PAVILLION	24,047	11.9%
ENHANCED VEGETATION	7 SHADE, 5 EVERGREEN & 9 ORNAMENTAL TREES	1
OPEN TURF AREA	2,930 SF	
SCULPTURAL BENCHES	8	
PLAY SCULPTURE	3 BOULDERS IN GRASS	



- STANDARD NOTES:
1. SITE SHALL BE LANDSCAPED PRIOR TO ISUANCE OF A FINAL CERTIFICATE OF OCCUPANCY (CO) DURING THE GROWING SEASON OF APRIL 1ST TO OCTOBER 1ST, AT ALL OTHER TIMES THE INDIVIDUAL SITES SHALL BE LANDSCAPED WITHIN 45 (FORTY-FIVE) DAYS OF THE START OF THE FOLLOWING GROWING SEASON.
 2. LANDSCAPE MAINTENANCE:
 - A. ALL PLANTS SHALL BE MAINTAINED CONTINUALLY IN A HEALTHY CONDISTION IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL HORTICULTURAL STANDARDS AND PRACTICES. PLANTS THAT DIE OR ARE UNHEALTHY SHALL BE REPLACED ACCORDING TO THE APPROVED LANDSCAPE PLAN.
 - B. REGULAR PRUNING AND TRIMMING SHALL BE PERFORMED TO MAINTAIN HEALTH AND AN ATTRACTIVE APPEARANCE AND TO PERMIT THE PLANTS TO ACHIEVE THEIR INTENDED FROM AND HEIGHT.
 - C. ALL LANDSSCAPE AREAS SHALL BE KEPT FREE OF WEEDS, LITTER AND TRASH AND ALL IRRIGATION SYSTEMS SHALL BE PROPERLY MAINTAINED.
 3. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. TREES, SHRUBS AND A DECORATIVE GRASSES WILL BE IRRIGATED BY A SEPARATE ZONE FROM SOD/GRASS; THIS INCLUDES TREES PLANTED IN SOD/GRASS AREA. THE IRRIGATION SYSTEM IS TO HAVE A RAIN SENSOR SHUT-OFF INSTALLED.
 4. LANDSCAPING THAT LIES WITHIN SITE TRIANGLES SHALL NOT GROW TO OVER 8'6" IN HEIGHT.
 5. TREES AND LANDSCAPING WITHIN DEVELOPMENTS, WHEN FULLY MATURE, SHALL PROVIDE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13'-6" AND PROVIDED THE MINIMUM UNOBSTRUCTED FIRE APPARATUS ACCESS ROAD WITH AS REQUIRED BASED ON THE HEIGHT OF THE BUILDING.



LEGEND

- EXISTING TREE TO REMAIN
- SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS
- ORNAMENTAL GRASSES
- EDGER
- DROUGHT TOLERANT FESCUE BLEND TURF
- NATIVE SEED
- GREY CONCRETE SIDEWALK
- CRUSHER FINE SEATING AREAS
- CART PATH - gravel surface RE: civil

WEST 53RD AVENUE TOWNHOMES
SITE PLAN
OVER LANDSCAPE PLAN

APPLICANT:
CHARTERED DEVELOPMENT CORP.
2555 49TH STREET, SUITE 3
BOULDER, COLORADO 80301
303-545-2554

GRANITE CAPITAL GROUP
133 WEST DE LA GUERRA ST.
SANTA BARBARA, CA 93101
805-982-4900

ENGINEER:
ENERTIA CONSULTING GROUP
1529 MARKET STREET, SUITE 200
DENVER, COLORADO 80202
303-875-7131

DRAWN BY: SG
APRVD BY: OSLA
DATE: 8/18/2021
REVISED: 2/20/2022
6/17/2022
12/01/2022
02/15/2023
05/12/2023

L4

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CED Boards and Commission <cedboardsandcommission@arvada.org>

DA2021-0102

1 message

Julia Culver-Ferguso [REDACTED] >

Fri, May 26, 2023 at 10:24 AM

To: "CEDBOARDSANDCOMMISSION@arvada.org" <CEDBOARDSANDCOMMISSION@arvada.org>

Here is my comment for public record on the matter of turning the field into townhomes:

Turning this particular property into more unwanted townhomes would be a grievous mistake. This field is home to many different species of wildlife including bats, owls, hawks, foxes, and the occasional coyote. By turning this property into townhomes we would not only be displacing all those creatures, causing them to wander residential areas, but it is also a disservice to Arvada as a whole. This field is one of the few non-developed areas left and many enjoy it including the owners of 5260 Garrison street whose deck's look out to it. There are also small creeks that flow through the field that help with water run off. Adding townhomes to this property would also negatively impact the people of Arvada in terms of traffic. The crossroad of Garrison and 52nd is already difficult to drive or walk through and by adding more housing properties, the problem would only get worse. I have personally almost been hit several times both in my car and walking in this intersection. Developing on this property would be an error on the city of Arvada's part and I urge you to turn down this project.

Sincerely,

Julia Culver-Ferguson



CED Boards and Commission <cedboardsandcommission@arvada.org>

DA2021-0102

1 message

Glenn Nitt

Fri, May 26, 2023 at 2:57 PM

To: CEDBOARDSANDECOMMISSION@arvada.org

Very concerned about the increase in traffic that will result, specifically along 52nd Ave, Independence, and Garrison. The amount of traffic is already incredibly high, not to mention increased traffic speed. Nothing has been done to reduce traffic numbers or vehicle speed. Normal speed along 52Ave(west and east) to Independence is usually well over 40mph. This includes north/south traffic along Independence and Garrison. The impact from higher traffic numbers/speed **should be factored into any decision.**

Glenn Nitta

Sent from my iPad



CED Boards and Commission <cedboardsandcommission@arvada.org>

W. 53rd. Townhouses

1 message

Merlene Forbe [REDACTED]

Sat, May 27, 2023 at 2:02 PM

To: CEDBOARDSANDCOMMISSION@arvada.org

I am writing to protest these townhouses. The traffic on 52nd. is already bad. The congestion at 52nd and Wadsworth is dangerous and the four way stop at 52nd. and Garrison is mess. Those two intersections will not support any more traffic. Why does this part of Arvada need more condos? There are developments on Ralston Road and Ward, Ralston Road and Kipling, Ralston Road and Garrison, Ralston Road and Carr, Ralston Road and Yukon, 54 th. and Allison! I know all the debate about housing shortages, tax money and revenue these "developments" bring..blahblahblah. What about the people who already live here and our quality of life? I live at 54 th and Field Ct. and will tell you the traffic on my street has increased exponentially with the developments west of us. This uncontrolled building is short sighted. Firestone of all, traffic should be diverted away from neighborhoods and filtered to Wadsworth or Kipling. Traffic on my street exceeds 40mph on a regular basis. Traffic traveling from 44 th Ave. to Ralston Road think our neighborhood is a raceway. Our neighborhood certainly did not get any "temporary" speed bumps or silly(and crazy) pseudo traffic circle..btw, nobody is sure how to use the. Unfortunately, for us, we don't have a City Council member living on our street. Unfortunate, I guess 😞

Merlene Forbes

t.
[REDACTED]

Sent from my iPad



CED Boards and Commission <cedboardsandcommission@arvada.org>

6/6/23 DA2021-0102 Public Hearing

1 message

Jordan Gree [REDACTED] >
To: cedboardsandcommission@arvada.org

Wed, May 31, 2023 at 3:40 PM

Members of the Planning Commission,

I understand the need for additional housing and townhomes not only provide better density housing but are also cheaper than single family homes however, what exactly is the "mixed-use" aspect of this townhome community?

I notice in Arvada's zoning principal uses under "MX-S (Mixed-Use, Suburban) District", townhomes are listed as conditional. What is the condition this townhome community meets to satisfy the mixed-use zoning?

We need more pedestrian/bicycle friendly neighborhoods and cities that include more than just housing. Why not housing with first floor commercial space, as an example?

This planned townhome community is definitely not the worst idea but could also be better. Creating a more pedestrian friendly neighborhood or city is easier to do with an opportunity such as this blank slate piece of land.

On a related but side note, I implore you to watch videos from <https://www.youtube.com/@NotJustBikes>. Denver and Arvada are definitely doing better than other places in the country but still have a long way to go.

--

[REDACTED]



SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD

June 6, 2023

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. CALLED MEETING TO ORDER– By Michael P. Griffith at 6:15 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Those present: Michael P. Griffith, Tom Aljinovich, Doug Magee, Steve Hannan

Motion to approve the absences of those missing

THOSE ABSENT

Andrew Gay, Tim Knapp, and Brandon Figliolino

ALSO PRESENT: Rob Smetana, City Planning Manager/Acting Director of Community and Economic Development; Emily Grogg, Sr. Ass't. City Attorney; Jacob Nitchals, Sr. Planner; Carol Ibanez, Sr. Planner; Jenny Wolfschlag, City Engineer; Kyle Gillitzer, Civil Engineer II; Heidi Van Gieson, Development Tech; Dixielee Rodriguez, Recording Secretary.

4. APPROVAL OF MINUTES

May 16, 2023. The minutes stand approved as printed.

5. GENERAL BUSINESS:

None

6. REPORTS

None

7. PUBLIC COMMENT

There was no one wishing to speak. Public Comment was closed.

8. PUBLIC HEARINGS

8.A. DA2021-0102 Conditional Use for West 53rd Avenue Townhomes project, approximately located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave)

Mr. Griffith swore in all guests that will be speaking.

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Nitchals stated the posting notice is in order, and public comments were received. Correction to the staff report: change from affordable multi family housing project to Market rate townhome project.

Ms. Grogg stated that the commission has received the public comments via email. Those are also part of the permanent record.

Mr. Griffith entered into the record the staff report for DA2021-0102 dated June 6, 2023, publication and all public comments received.

Mr. Griffith asked Mr. Nitchals to introduce the project.

Mr. Nitchals introduced the project. Stating that the request is being made for a conditional use for a 2-story townhome structures with attached garages, a total of 63 units on approximately 4.63 acres of land. He stated that the property has two ditches within the property with a 35 feet of slope change from one end of the property to the other end.

Ward Ritter with Chaptered Development Corp. 2555 49th St Suite 3 Boulder, CO 80301 representing the developer gave a presentation about the project stating that this is a challenging site to work with highlighting that there are Single family dwellings and two parks at either end of the property. Mr. Ritter highlighted that part of the improvements with this request will be a trail connecting with the two parks located nearby. Mr. Ritter continued to describe the look and feel of the townhomes and stated that it will be a contemporary Colorado townhome setting. The units will offer two and three bedrooms and bathrooms making these attainable when compared to a single family detached house.

PUBLIC COMMENT

Robert Glass - 9210 W 52nd Ave - just west of the complex. Lives at the intersection of 52nd and Garrison and is concerned about the traffic. How many cars are allowed on the streets? Tomlinson Park is behind his property. This park is not being taken care of, what else can Arvada do for that? How can the city help with the traffic? What can the city do to help take care of the park? How can the city help them?

Joan Gallagher - 5260 Garrison Street Unit 3- Ms. Gallagher's property backs up to this project. Not for or against, has concerns about the wildlife, where are they going to go. Ms. Gallagher had questions about the fire department access, is there enough room to get people out? How close are the new complexes going to be to Wooden Creek? How high are the new complexes going to be? Are they taller than her complex, are they overlooking her complex? Concerned

about the parking, where is everyone going to park? She feels a stop light is needed instead of a stop sign. Are we going to have access to the fence in the back of their property? Stop light at 52nd and Garrison, at least once a year there is a major crash.

Diane Brownfield - 5356 Field Circle - Ms. Brownfield is concerned about her exit from her cul-de-sac. She has listened to the train horn for two years, now they will have the construction noise. No one is using the traffic half circles correctly. Traffic is a major concern. People have to go through the neighborhood to get to the highway. Can the city put an overpass to help with traffic egress over the ditch? When a train comes through the traffic gets backed up. Also when the construction trucks are sitting there waiting it will block traffic is also a concern. She is not in favor of this project.

Jeffrey Echter - 9180 W 52nd Ave - Mr. Echter's family owns Echter's Nursery. Also concerned about the traffic in the area. He has grown up in that house. Concerned about parking, there is not a lot of parking in the area. Will they be fencing the east side of the property? Is concerned about the trail going through, it looks like it will be through his property.

APPLICANT REBUTTAL

Mr. Ritter stated that the trail does not go into the adjacent property. 45 Townhomes on the north side of the property, and 18 townhomes on the south side which are not connected because of the grade and the ditch. Mr. Ritter stated that in terms of fire safety, all units are fully fire sprinkled and have a 2 hour fire rating. Stated that the fence will be replaced. Traffic was noted in the public Meeting. This project would be less traffic than what the traffic would be if the lot was used for its intended use. This is lower intensity use for this site. Every townhome has a two car garage. Improving 52nd and 53rd widened as far as parking. This parking is not part of the project, this is extra parking. Regarding the traffic concerns explained that Echter's has a lot of traffic that it brings to the area.

Mr. Griffith closed public comment.

Mr. Griffith stated that he works for Kimley-Horn and has no knowledge of this project. He has no monetary gain from this project and can be impartial to the project.

QUESTIONS FROM THE COMMISSION

Mr. Hannan asked City Traffic Engineers if there was anything that can be done to improve the traffic at the intersection 52nd and Garrison?

Kyle Gillitzer stated that the developer will be adding striping to add a bike line and reduce westbound traffic approaching Garrison to a one lane traffic. All financed by the developer.

Mr. Hannan asked what level of service the street is?

Jenny Wolfschlag stated that they are level A and B. The City does analyze what improvements would need to be made with this improvement. Ms. Wolfschlag stated that this was the best solution for the project. She stated that they worked with the city's Traffic Engineering department during review of this project. This is a collector street.

Mr. Hannan asked how much it would cost to make this area into a park?

Mr. Nitchals stated that the average cost of a park per acre ranges from 475K to 650K for raw land. For this area you would be looking at a cost of 2 million plus to make this area into a park. This area already has two parks within walking distance.

Mr. Hannan asked the developer about the plan for the ditches during the construction.

Mr. Ritter stated that the ditches usually run from April to October. If it does happen during the flow, they stated that they have a backup plan for that. They hope to start construction outside of that window.

Mr. Hannan asked the developer did you look to try and contact the two half of the development through the ditch?

Mr. Ritter stated that with the two ditches and getting across the ditches is a challenge.

Mr. Hannan asked about working with the fencing with the neighbors.

Mr. Ritter stated that they are figuring that part out with the neighbors. Offered to replace the fence on the west side.

Mr. Nitchals stated that on the west side the fence is not required by code and hope the developer follows through with their word. On the east side it is required by code to have a fence.

Mr Aljinovich asked if the wall was going to be 4 ft tall.

Mr. Ritter the average wall height is 4 ft tall.

Mr. Aljinovich asked the developer what they are going to do to keep the kids safe from the wall. Will there be a fence?

Mr. Ritter stated that there are going to be guardrails along the wall.

Mr Aljinovich asked how deep is the detention pond going to be and can dogs and kids play in it and what are the safeguards?

Mr Ritter stated it is a little deeper than walking in. There are safety guardrails.

Mr. Aljinovich stated there are traffic issues in this area and what can the city do to be sure that will improve the lives of the neighbors in the area. Told the developer to put this in his tool box to help with this area too on the traffic issues.

Mr. Magee stated he appreciated that project narrative, and that it was nice to know that there was an apartment complex that was there that expired. Asked about the Colorado opportunity zone, how does that help you and the city and neighbors?

Mr. Ritter stated that there can be a tax incentive for this area. May shape things up with new neighbors. Allows an upgrade in the neighborhood.

Mr. Magee asked if these will be for rent?

Mr. Ritter stated that they have not decided and it depends on the nature of the cycle of the housing market.

Mr. Magee asked if there will be an office staffed by his people? What hours will they be available?

Mr. Ritter states it depends on where we are. Yes it will have staff available.

Mr. Magee asked about a concrete trail that runs around the outside edge.

Mr. Ritter stated yes there is a path along the outside around the west side and out edges.

Mr. Aljinovich states to the Developer that the project currently states that the units will be for sale, that should be fixed if it moves forward.

Mr. Magee asked staff how the entrance on 52nd and 53rd would work? Right in and right out?

Mr. Gillitzer stated that both entrances are allowed for full movement.

Ms. Wolfschlag stated that study analysis on this project will increase 3 percent traffic. Will not negatively affect this area.

Mr. Magee asked staff about 53rd being a dead end.

Mr. Nitchals stated that there is connectivity before it dead ends.

Mr. Magee asked if you could park on each side of the street.

Mr. Nitchals stated that with the improvement there will be parking.

Mr. Magee asked, you can build on top of a ditch.

Ms. Wolfschlag stated the ditch is located in an easement and that the ditch company has to approve any improvement in their area.

Mr. Ritter stated that there are ditch maintenance agreements.

Mr. Magee asked Mr. Nitchals about the zoning and that no single family homes can be built at this site?

Mr. Nitchals stated no that they are allowed but there are stipulation that have to be followed for single family homes that can be built

Mr. Griffith asked the man who had spoken out to state his question and that he would allow it. He swore him in.

Scott Staley, 5099 Garrison St. stated that he was concerned if this was democratic or not. You can throw out stats all you want.

Mr. Griffith asked when the traffic study was done?

Mr. Wolfschlag stated that the Traffic study was done in August 2021 and updated in June of 2022. The levels of service are based on National standards for vehicle wait times when signaled or un-signalized.

Mr. Griffith asked, were the findings the same? If there was a study due to the train.

Ms. Wolfschlag stated that this area is outside of the train area. The railroad also has criteria they need to meet and when they do traffic studies.

Mr. Griffith asked if there is crash data for this area?

Mr. Gillitzer stated that it is not one of the hot spots for crash areas.

Mr. Griffith asked if there was a Fire review?

Mr. Nitchals stated yes fire does their review. Just that fact of the sprinkler required for the northern half of the site. And fire did their turn analysis on the site.

Mr. Griffith asked if there were standards about construction that must be met.

Mr. Gillitzer stated that the development will need to meet the standards by the city. There needs to be access to streets at all times. City would never allow a street to be blocked, there are traffic control plans that would be in place.

Mr. Griffith asked if there is a problem with construction who would the public call?

Ms. Wolfschlag stated they would call the main Engineering Division office number to be contacted with the Inspector for this specific project site.

Ms. Grogg stated that Code Enforcement has a list of requirements for contractors that must be met during construction.

Mr. Griffith wanted to mention that Code Enforcement would also be who to contact for abandoned vehicles and broken glass.

Ms. Grogg stated that is correct.

Mr. Griffith asked how the development will be making sure that the cars are parked in the garages.

Mr. Ritter stated that they observe and enforce the parking regulations. "We are involved in our communities, we don't just build and walk away."

Mr. Griffith asked about encampments in this area. Are there any notes on that?

Mr. Nitchals states he has heard of activity but not the expert on this.

Mr. Grogg stated that Risk Management is in charge of camp cleanups. And we do not have the data for it.

Mr. Griffith wants the neighbors to know the resources that are available for this issue.

Mr. Magee asked how the city evaluates the validity of the neighborhood meeting that is two years old and traffic study that was done two years ago?

Nitchals stated that its the activity on this application. The applicant has been actively working on this project.

MOTION: Agenda Item 8.A

It was moved by Mr. Aljinovich that DA2021-0102 The Conditional Use for West 53rd Avenue Townhomes project, approximately located south of the intersection of Field Cir and W 53rd Ave. (9030 W 53rd Ave) in the City of Arvada, CO., be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page(s) 8 of the Staff Report.

DISCUSSION OF MOTION

Mr. Hannan stated that this is better than many options that could go there. His experience with the intersection is different with the study that was done. He will be supporting this project.

Mr. Magee thinks that this is a good idea for this area and will be supporting the project.

Mr. Aljinovich stated that these people in the City are here to help the citizens, He will be supporting this project.

Mr. Griffith stated that this is a project that we need in the city. I think that there are some struggles with this area but they have made a good project. He will be supporting this project.

Those voting Yes: Griffith, Hannan, Aljinovich, Magee

Those voting No:

Those absent: Gay, Knapp, Figliolino

The motion carried: 4-0

9. OTHER ITEMS

Mr. Smetana mentioned that we have items on the agenda for the June 20th meeting but July 4th is a Holiday. Then back on for the July 18th meeting.

Mr. Hannan and Mr. Magee stated they will not be here for the June 20th meeting.

Mr. Smetana also let the staff know that Ryan Stachelski is no longer with the city and he is the Acting Director of Community and Economic Development.

10. **ADJOURNED** at 8:38P.M.

Michael P. Griffith, Chair

Doug Magee, Vice-Chair

Dixielee Rodriguez, Recording Secretary

53rd Avenue Townhomes

City of Arvada

Conditional
Use Permit
Presentation

July 17, 2023



Ward Ritter, President
Chartered Development Corp.
Tel: 303-545-2554
ward.ritter@charteredcompanies.com

Rick Hagmayer, Project Engineer
Enertia Consulting
Tel: 720-792-3917
rick.hagmayer@enertiagc.com

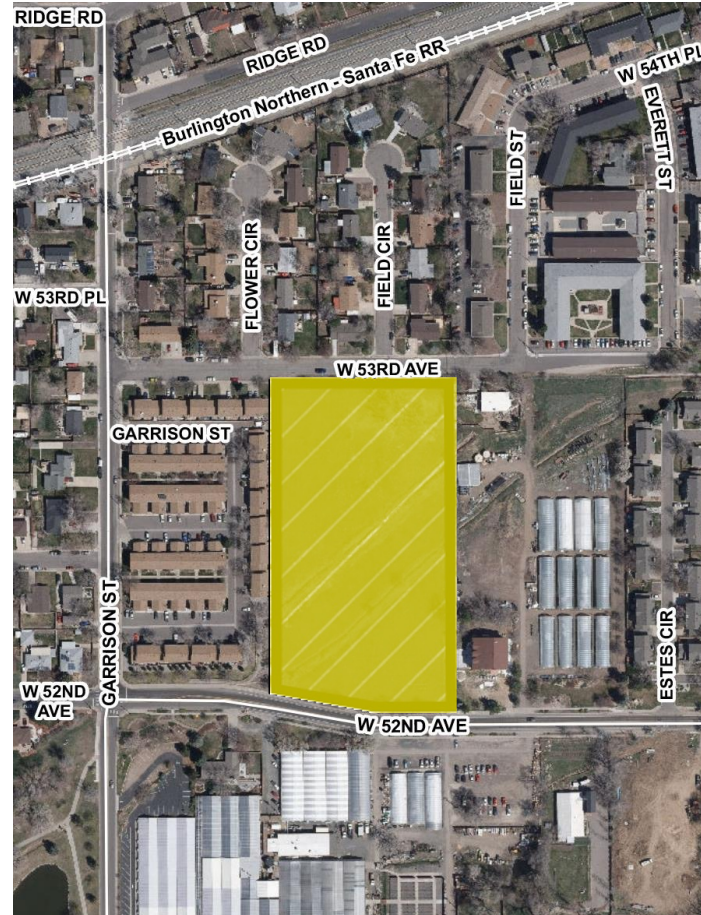


Overview

Highlights

- Located at 9030 W 53rd Ave
- Conditional Use Application to construct sixty-three (63) 2-story townhomes with attached garages on 4.6 acres (13.26 DU/ac)
- Buildings will be approximately 28' in height
- The property is currently zoned MX-S (Mixed Use – Suburban)
- There will be no change to zoning
- The project will include approximately 24,000 sq ft (0.55 acres) of urban park space, seating benches, jogging trail and art feature

Vicinity Map



Subject Property



53rd Avenue Townhomes
City of Arvada CUP Presentation

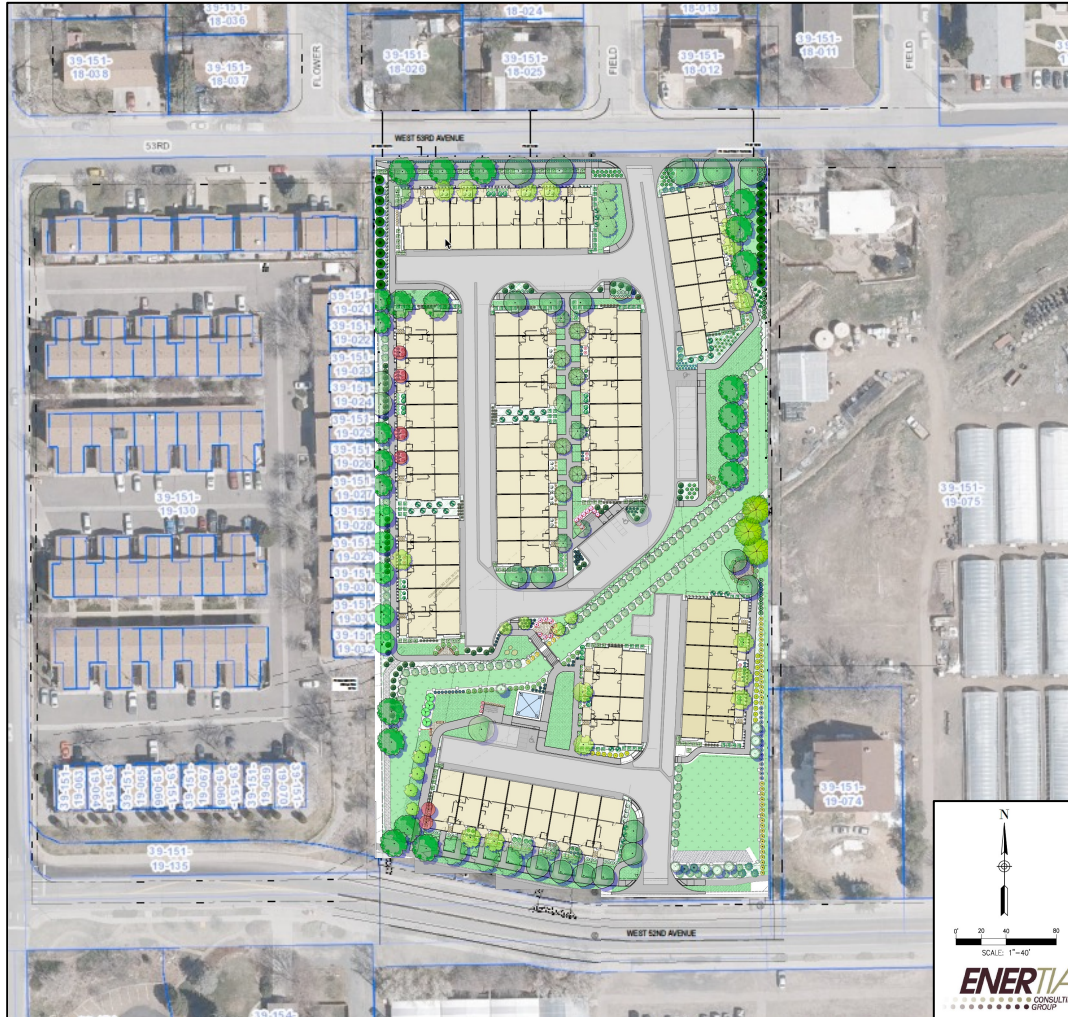
Vicinity Map



Note: Aerial should be used as illustrative representation; errors may be present.

53rd Avenue Townhomes
City of Arvada CUP Presentation

Contextual Site Plan



Note: Aerial should be used as illustrative representation; errors may be present.

53rd Avenue Townhomes
City of Arvada CUP Presentation

Illustrative Site Plan

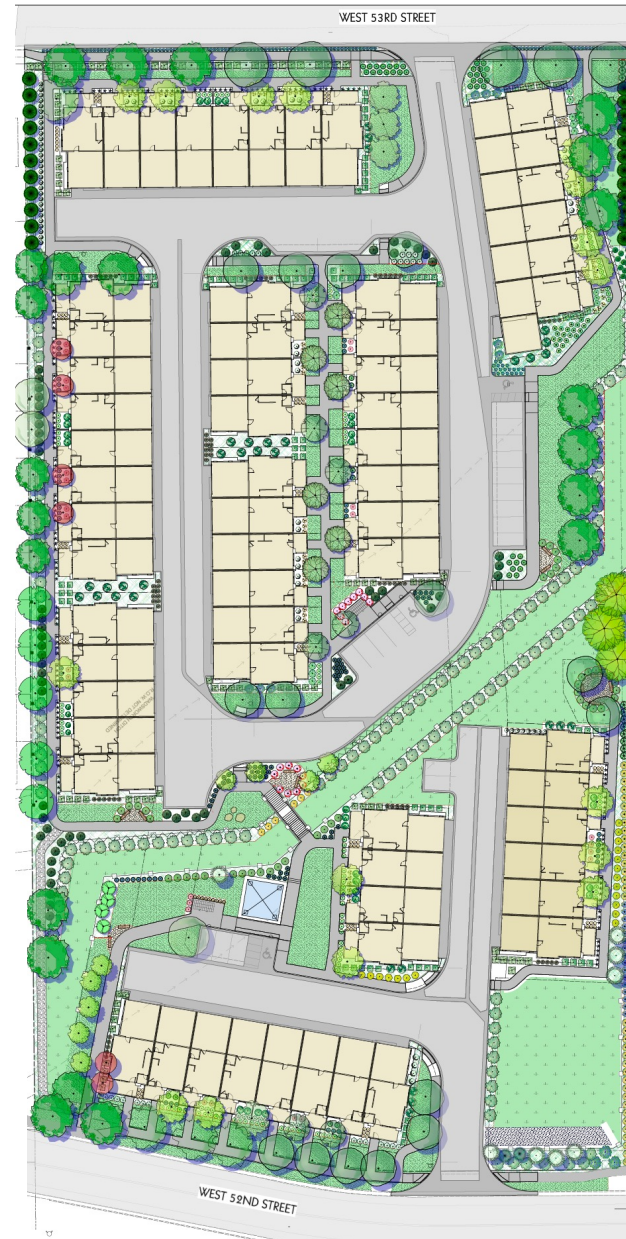
Perspective From North (53rd Ave)



Perspective From South (52nd Ave)

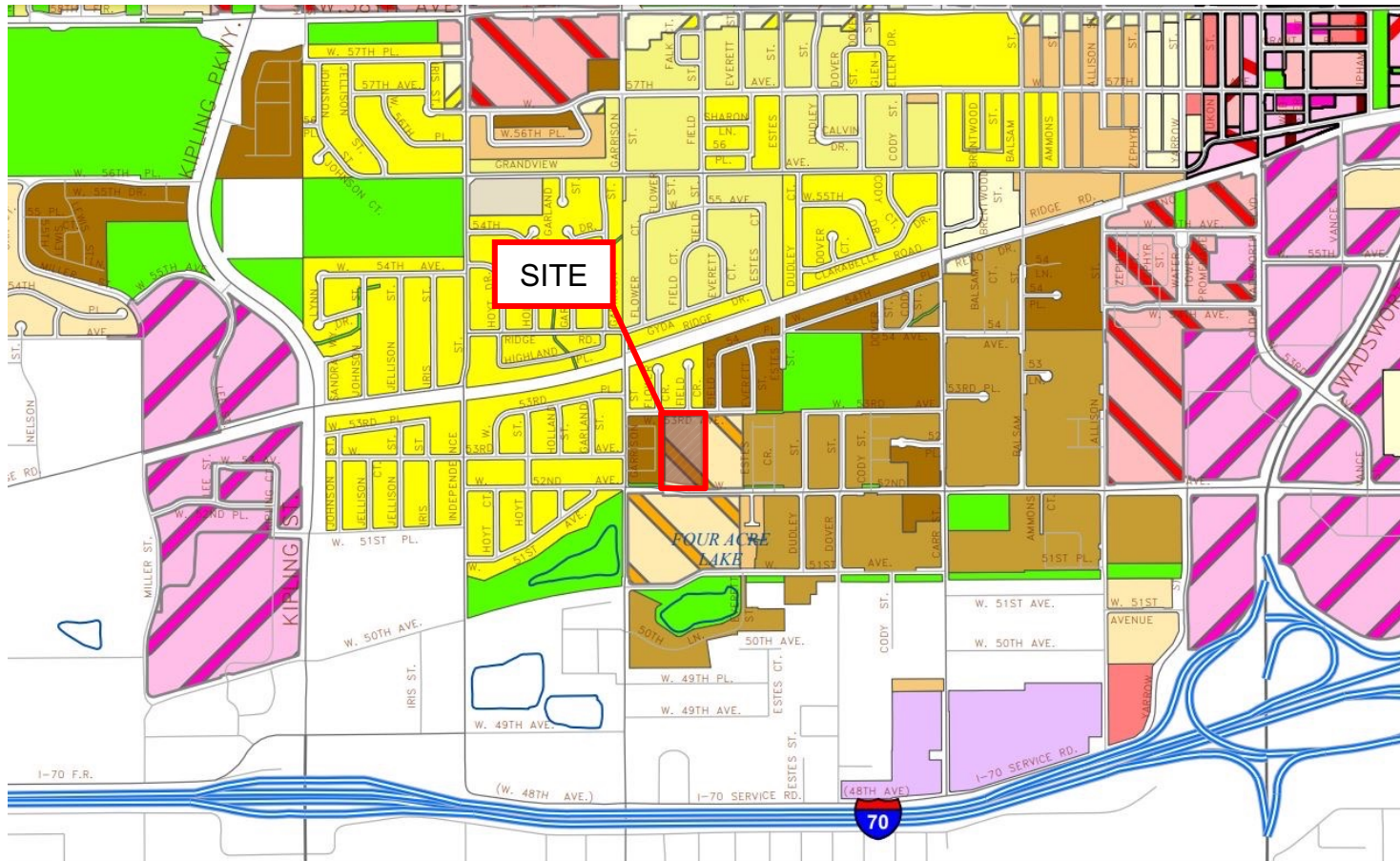


APPLICANT: CHARTERED DEVELOPMENT CORP. 2555 49TH STREET, SUITE 3 BOULDER, COLORADO 80301 303-545-2554 GRANITE CAPITAL GROUP 133 WEST DE LA GUERRA ST. SANTA BARBARA, CA 93101 805-982-4900 ENGINEER: ENERTIA CONSULTING GROUP 1529 MARKET STREET, SUITE 200 DENVER, COLORADO 80202 303-875-7131	DRAWN BY: SG
	APRVD BY: OSLA
	DATE: 8/18/2021
	REVISED: 2/20/2022
	6/17/2022 12/01/2022 02/15/2023 05/12/2023



53rd Avenue Townhomes
City of Arvada CUP Presentation

Area Zoning Map



Source: City of Arvada

Perspective From North (53rd Ave)



53rd Avenue Townhomes
City of Arvada CUP Presentation

Perspective From South (52nd Ave)



53rd Avenue Townhomes
City of Arvada CUP Presentation

GRANITE
CAPITAL GROUP
REAL ESTATE INVESTMENTS

GRANITE
CAPITAL GROUP
REAL ESTATE INVESTMENTS



ENERTIA
CONSULTING GROUP LLC



CHARTERED
DEVELOPMENT CORP.
SINCE 1986



SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"



**woodley
architectural
group, inc.**

colorado // 731 southpark dr. su.
littleton, co 80120 / 303.683.7222
california // 2943 pullman st. su.
santa ana, ca 92705 / 949.550.5505

53rd Avenue Townhomes
City of Arvada CUP Presentation

Exterior Elevations – Elevation B



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

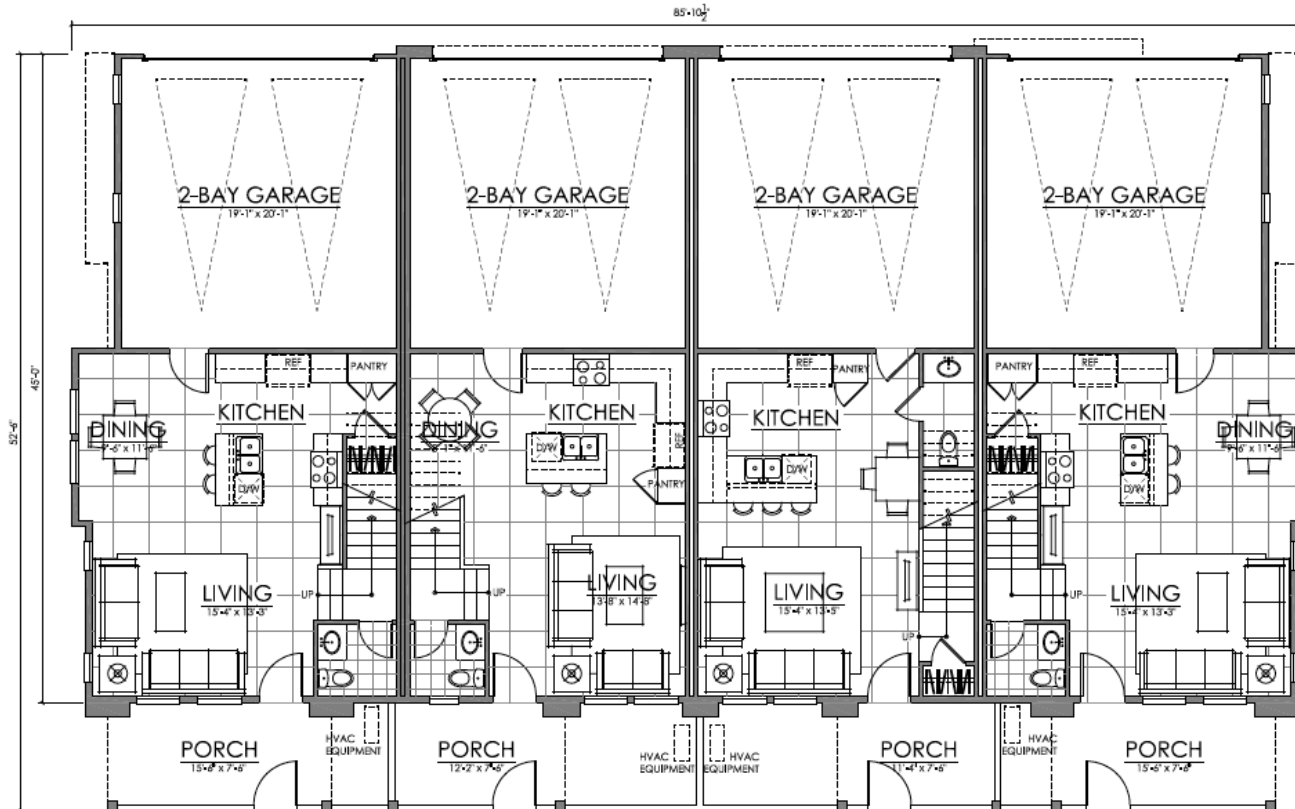


LEFT ELEVATION



53rd Avenue Townhomes
City of Arvada CUP Presentation

Floorplans – 4-Plex Townhomes (1st Floor)



UNIT 3
FIRST FLOOR 554 SQ. FT.
SECOND FLOOR 949 SQ. FT.
TOTAL LIVING 1503 SQ. FT.

UNIT 2
FIRST FLOOR 491 SQ. FT.
SECOND FLOOR 852 SQ. FT.
TOTAL LIVING 1343 SQ. FT.

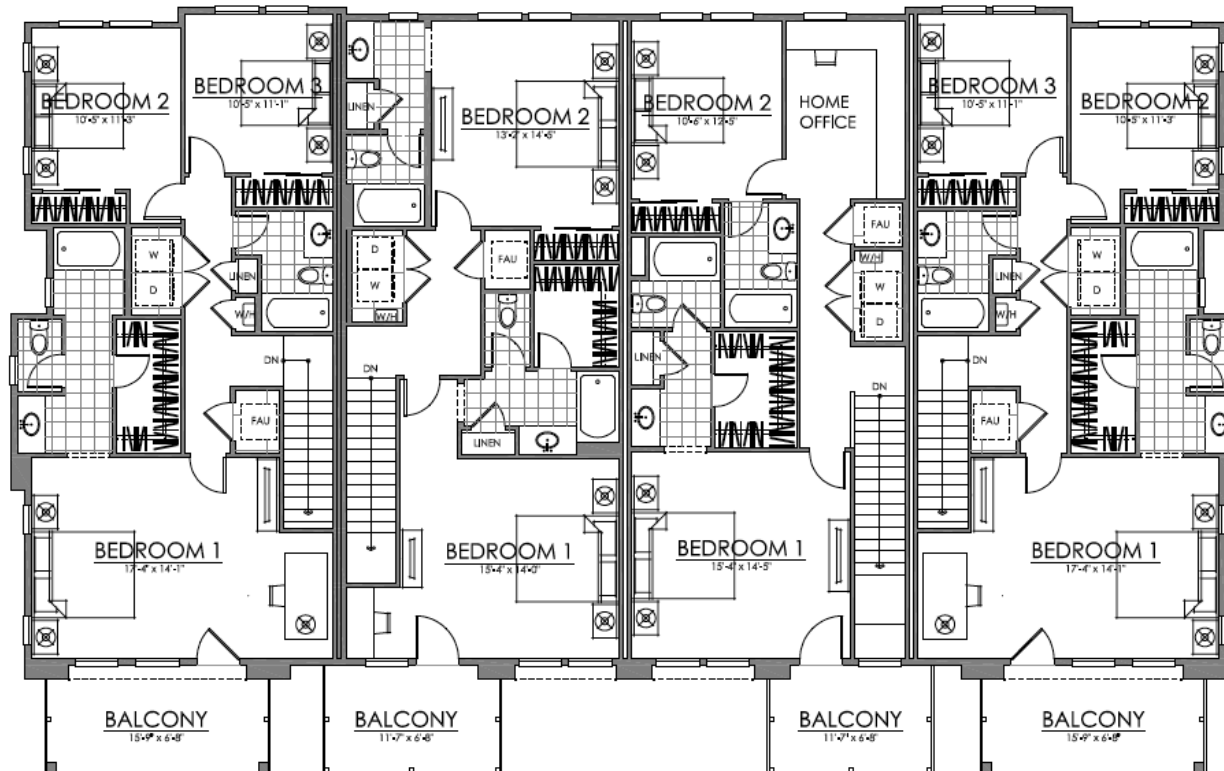
UNIT 1
FIRST FLOOR 491 SQ. FT.
SECOND FLOOR 834 SQ. FT.
TOTAL LIVING 1325 SQ. FT.

UNIT 3
FIRST FLOOR 554 SQ. FT.
SECOND FLOOR 949 SQ. FT.
TOTAL LIVING 1503 SQ. FT.



53rd Avenue Townhomes
City of Arvada CUP Presentation

Floorplans – 4-Plex Townhomes (2nd Floor)



UNIT 3
FIRST FLOOR 554 SQ. FT.
SECOND FLOOR 949 SQ. FT.
TOTAL LIVING 1503 SQ. FT.

UNIT 2
FIRST FLOOR 491 SQ. FT.
SECOND FLOOR 852 SQ. FT.
TOTAL LIVING 1343 SQ. FT.

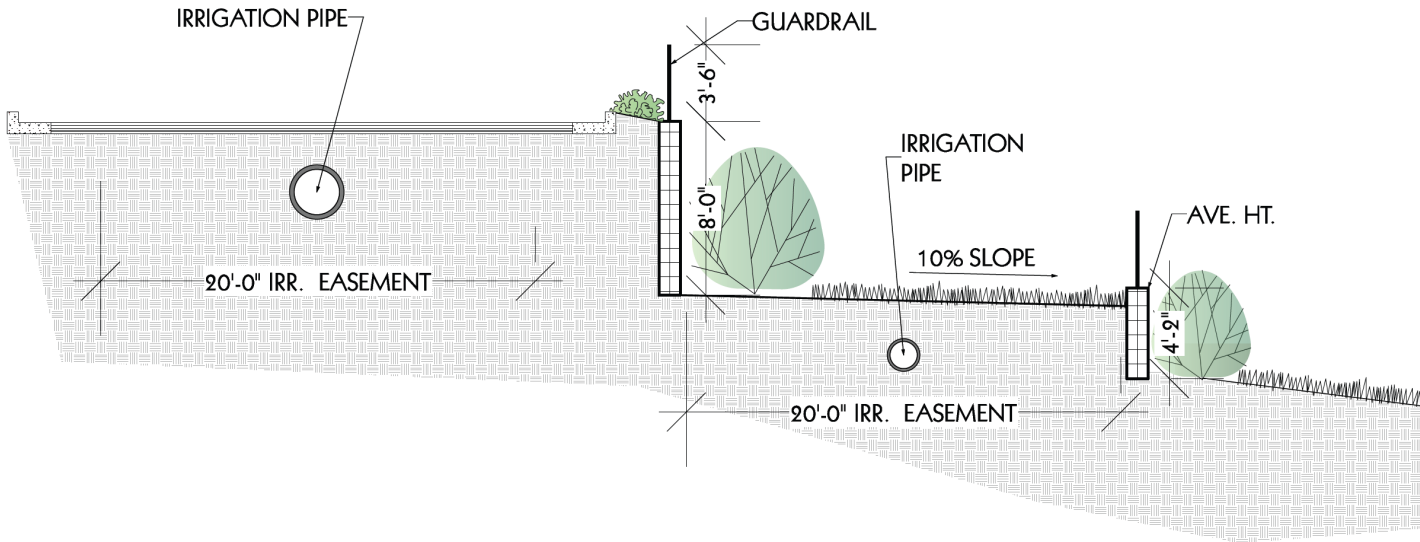
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SECOND FLOOR 949 SQ. FT.
TOTAL LIVING 1503 SQ. FT.



53rd Avenue Townhomes
City of Arvada CUP Presentation

Cross Section of Irrigation Ditches





Kristen Rush <kristen@arvada.org>

9030 W 53rd Avenue Project

1 message

BECKIE JACKSON

Tue, Jul 11, 2023 at 11:18 AM

To: "KRISTEN@ARVADA.ORG" <KRISTEN@arvada.org>

First I would like to go on record regarding the amount of time each existing property owner was given at the last meeting to express their concerns....3 minutes is not nearly long enough to explain the concerns we all had in common. Even though MANY of us have lived in this area for 40-50 years none of us collaborated on our concerns, however as each got up to discuss the concerns we learned that we all had a list of concerns that was the same. We found ourselves scrabbling through our list to pick a few highlights to cover in 3 minutes.

My largest concern is still the traffic this project will bring. At the last meeting we were lead to believe there would be a traffic study conducted yet we are still waiting. By the way the damaged van that was discussed on Garrison St. is also still there. When we were told that there had been a traffic study a few years back everyone was looking at each other because none had remembered seeing a traffic study being held. Someone truly needs to personally visit the 4 way stop a block from Echter's, the train tracks and intersections which are already bringing traffic jams on a daily basis. Has anyone asked the ambulance or emergency responders how they are already being affected?

Sent from [Mail](#) for Windows



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: July 17, 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

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

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
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John Marriott	Adams County Regional Economic Partnership (ACREP) (alternate) Apex Coordinating Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee Arvada Visitors Center Committee (alternate) CML Policy Committee Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Sustainability Advisory Committee CML Policy Committee Rocky Flats Stewardship Council
Lauren Simpson	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Olde Town Business Improvement (BID) District (alternate)
Lisa Smith	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments Jefferson County Community Corrections Board (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Smart City Advisory Committee

*Asterisked committees are not appointed by Council

City Clerk Team Drive: Council appointed committees



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: July 17, 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:

Enclosure, exhibits & attachments required to support the report

2023 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Smart Meters Update	July 24	Utilities
AFPD – Wildfire Fire Marshall Steven Parker will present information to the Council regarding the work being done to prepare the Community Wildfire Protection Plan. Once this plan is complete, it will be the roadmap for addressing wildfire issues that may impact Arvada.	July 24	CMO
	Aug 14	
Pavement Management Program	Aug 28	PW
Water, Sewer, Stormwater Rates and Fees@ Business Meeting	Sept 18	Utilities
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	Sept 25	PW
Budget Workshop – Work System Changes	Sept 25	Fin
Pavement Management	Aug 28	PW
Regional Homelessness The City Manager's Office will update the Council on the progress of the City's immediate and intermediate goals, as well as to update the Council regarding the Jefferson County regional efforts of the homelessness strategy.	Aug 28	CMO
Water Infrastructure for Fire Protection	Oct 9	Utilities
Budget Workshop – Pay Plan	Oct 9	Fin
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	Dec 11	PW
Infrastructure Annual Report	Dec 11	Utilities/PW
2024		
Sustainability	Jan 22	
Athletic Field Programming	Jan 22	VCN
PRESENTATIONS		
STUDY SESSIONS		
BID and Chamber funding	TBD	
WORKSHOP TBD's		
Capital Campaign Update and strategy discussion	TBD	
Budget and Fiscal Policy Update	TBD	Fin

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 identified infrastructure and core service funding gaps.	TBD	Fin
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
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
Problem Properties	TBD	P.D.
Activation of Historical Assets	TBD	VCN
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board—Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		