

City of Arvada

City Council Agenda

FEBRUARY 5, 2024
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Lisa Feret, At large
Bob Fifer, District 4
John Marriott, District 3

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
Jessica Garner, Director 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
 - A. January 22, 2024 City Council Meeting
5. Recognitions and Communications - None
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R24-015, A Resolution Authorizing an Agreement By And Between The City Of Arvada And APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, In An Amount Not To Exceed \$3,912,903.05
 2. R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee
 - B. Resolutions
 1. R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete

Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project
No. 18-ST-40

C. Ordinances (First Reading)

1. CB24-002, An Ordinance Retitling, Repealing, and Reenacting Division 2, Expungement of Juvenile Justice Records, of Article IV, Record, of Chapter 58, Municipal Court, of the Arvada City Code (Public Hearing to be set for March 4, 2024 at 6:15 p.m.)

9. Other

- A. Appointment to Park Advisory Committee

10. Public Hearings - 6:15 PM - None

11. Workshop

- A. Affordable Housing Updates
- B. Emergency Management Overview

12. Public Comment - Five Minute Limit

13. Reports from City Council

- A. Council Committee Reports

14. Reports from City Manager

- A. Review of Future Workshops and Presentations

15. Reports from City Attorney

16. Adjournment



**SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD
JANUARY 22, 2024**

1. Executive Session – 5:00 p.m.
 - A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Broomfield's Withdrawal from JPPHA

Councilmember Feret moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Broomfield's Withdrawal from JPPHA

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

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

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Simpson, Mayor Pro Tem Moorman, Councilmember Ambrose, Councilmember Davis, Councilmember Feret, Councilmember Fifer, Councilmember Marriott were all present in chambers.

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

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

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott

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

4. Approval of Minutes – January 8, 2024

The minutes stand approved.

5. Recognition and Communication – None
6. Presentations – None

7. Public Comment –
 - A. Dar-Lon Chang, Arvada resident, addressed council regarding climate action.
 - B. Elizabeth Walker, Arvada resident, addressed council regarding the uptick in crime.
 - C. Jim Cillessen, Arvada resident, addressed council regarding the homeless.
 - D. Brett Forbes, Arvada resident, addressed council regarding speeding and crime.
 - E. Karen Gerbatsch, Arvada resident, addressed council regarding 6800 Kilmer, RV storage.
8. New Business
 - A. Consent Agenda
 1. R24-011 A Resolution Authorizing An Agreement By And Between The City Of Arvada And A-1 Chipseal Company For 2024 Surface Treatment Program, Project No. 24-ST-02, In An Amount Not To Exceed \$3,147,254.08
 2. R24-012 A Resolution Authorizing an Agreement By and Between The City Of Arvada and Insituform Technologies, LLC for the 2023 Trenchless Sewer Main Replacement Project No. 23-SR-02 In An Amount Not To Exceed \$1,633,898.00
 3. R24-013 A Resolution Authorizing an Agreement by and Between the City of Arvada and SMH West, LLC for the 2021 Water Main Improvements, Project No. 21-WA-02, in an Amount Not to Exceed \$4,199,999.00.
 4. R24-014 A Resolution Authorizing a Four 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

Councilmember Feret moved that R24-011, A Resolution Authorizing An Agreement By And Between The City Of Arvada And A-1 Chipseal Company For 2024 Surface Treatment Program, Project No. 24-ST-02, In An Amount Not To Exceed \$3,147,254.08; R24-012, A Resolution Authorizing an Agreement By and Between The City Of Arvada and Insituform Technologies, LLC for the 2023 Trenchless Sewer Main Replacement Project No. 23-SR-02 In An Amount Not To Exceed \$1,633,898.00; R24-013, A Resolution Authorizing an Agreement by and Between the City of Arvada and SMH West, LLC for the 2021 Water Main Improvements, Project No. 21-WA-02, in an Amount Not to Exceed \$4,199,999.00.; R24-014, A Resolution Authorizing a Four 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.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

- B. Resolutions – None
- C. Ordinances (First Reading) – None
9. Other – None

10. Public Hearings – None

11. Workshops

A. City Budget and Financial Resilience

The City Leadership Team provided the City Council with an update on the City’s Financial Resilience work. The presentation included high level information on funding, staffing, service levels, themes, gaps and information from the Citizen Survey for all work systems including Safe Community, Infrastructure, Vibrant Community and Neighborhoods, Community and Economic Development, and Organizational and Service Effectiveness.

Next Steps: The City team will present proposed updates to the Fiscal Policy on January 22, 2024.

Following the City Council Strategic Planning Retreat on February 9, 2024, the City team will continue financial resilience work and bring recommendations to the City Council.

B. City Council Policy - Arvada Budget & Fiscal Policy

Bryan Archer, Finance Director, said that City Council Policy 300.4, Arvada Fiscal and Budget Policy, was adopted by the City Council on March 2, 2015. Policy updates are being recommended to align with new language, to gain efficiencies in practices and to ensure a clear direction and focus on the City's budget and fiscal policy for years to come. Mr. Archer presented recommended updates to the policy during this workshop.

Next Steps: The City team will take City Council's feedback on the recommended updates and will follow the direction of City Council to update the policy accordingly. The updated policy will then be approved via resolution at an upcoming City Council meeting in early 2024.

12. Public Comment - Five Minute Limit – none

13. City Council Reports – None

14. City Manager Reports – None

15. City Attorney Reports – None

16. Adjournment at 9:20 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-015, A Resolution Authorizing an Agreement By and Between the City of Arvada and APC Construction Co. for 2024 Phase I Pavement Resurfacing Program, Project No. 24-ST-01C, in an amount not to Exceed \$3,912,903.05
2. R24-016, A Resolution Revising and Re-Establishing the Arvada Park Advisory Committee

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: February 5, 2024

SUBJECT: R24-015, A Resolution Authorizing an Agreement By And Between The City Of Arvada And APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, In An Amount Not To Exceed \$3,912,903.05

Report in Brief

Council action is requested on the attached resolution authorizing an agreement with APC Construction Co. for Construction of CSB-23-PW0-100, 2024 Phase 1 Pavement Resurfacing Program, Project number 24-ST-01C in the amount of \$3,912,903.05.

This project involves pavement mill and overlay, that will increase the overall quality of roadways in the City.

The Arvada team recommends that the City Council approve R24-015, A Resolution Authorizing an Agreement By and Between the City of Arvada and APC Construction Co. for Construction of CSB-23-PW0-100, Phase 1 2024 Asphalt Resurfacing Program, Project number 24-ST-01C in an Amount Not to Exceed \$3,912,903.05.

Financial Impact

Financial Impact:

This is a one-time request for 2024 project construction cost

Fund: Pavement Management Program Fund – Account 04.705014.55009

Background

Council action is requested on the attached resolution authorizing a Construction Contract Agreement with APC Construction Co. for Construction of CSB-23-PW0-100, Phase 1 2024 Pavement Resurfacing Program in an Amount Not to Exceed \$3,912,903.05. This annual project involves the use of asphalt treatments, which include milling and overlaying that will ultimately increase the overall quality of roadways in the City.

Bids were opened December 7, 2023. Six responses were received:

APC Co \$3,912,903.05
Asphalt Specialties \$4,039,989.05
Holcim \$4,158,865.50
Martin Marietta \$4,215,601.90
Brannan 4,298,029.49
RME 4,770,061.50

APC Construction Co. was selected because they offered the best value and most responsive bid substantiating they could meet service requirements.

Discussion

APC Construction Co was selected because they offered the best value and most responsive bid, substantiating they could meet the City's service requirements. They have also completed previous asphalt contracts throughout the City in conformance with the City's performance measures.

This year's program will include the following areas summarized below. Please note that these areas are also shown on a map and list included in the agenda packet.

3" Mill and SMA Overlay

- W 64th Ave between McIntyre and Indiana
- McIntyre PKWY between W 64th Ave to W 63rd Ave
- W 58th Ave between Simms and Xenon Way

Work is expected to be completed 150 working days from the Notice to Proceed.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

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

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

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-015, A Resolution Authorizing an Agreement By and Between the City of Arvada and APC Construction Co for Construction of CSB-23-PW0-100, 2024 Phase 1 Pavement Resurfacing Program, Project Number 24-ST-01C in an Amount Not to Exceed \$3,912,903.05.

Suggested Motion:

I move that R24-015, A Resolution Authorizing an Agreement By and Between the City of Arvada and APC Construction Company for Construction of CSB-23-PW0-100, 2024 Phase 1 Pavement Resurfacing Program in an Amount Not to Exceed \$3,912,903.05, be (approved) (rejected).

Prepared by:
Fabian Ruiz, Pavement Management Coordinator

Reviewed by:

SUBJECT: R24-015, A Resolution Authorizing an Agreement By And Between The City Of Arvada And APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, In An Amount Not To Exceed \$3,912,903.05

PAGE: 3
ITEM: 8.A.1.

Approved by:

Benjamin Sawaya, Pavement Manager	12/14/2023
Jenny Wolfschlag, City Engineer	12/14/2023
Jacqueline Rhoades, Public Works Director	1/3/2024
Bryan Archer, Director of Finance	1/4/2024
Tammy Hedlund, Legal Specialist	1/5/2024
Kelsy Sargent, Assistant City Attorney	1/18/2024
Rachel Morris, City Attorney	1/22/2024
Don Wick, Deputy City Manager	1/22/2024
Lorie Gillis, City Manager	1/24/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-015

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND APC CONSTRUCTION CO. FOR 2024 PHASE 1 PAVEMENT RESURFACING PROGRAM, PROJECT NO. 24-ST-01C, IN AN AMOUNT NOT TO EXCEED \$3,912,903.05

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Construction Contract Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Oldcastle SW Group, Inc. D/B/A APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program Project Number 24-ST-01C in the amount of \$3,912,903.05.

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

APPROVED AND ADOPTED this 5th day of February, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
APC CONSTRUCTION CO. FOR 2024 PHASE 1 PAVEMENT RESURFACING
PROGRAM, PROJECT NO. 24-ST-01C, IN AN AMOUNT NOT TO EXCEED
\$3,912,903.05**

This Agreement made this ____ day of _____, 2024, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and Oldcastle SW Group d/b/a APC Construction Co. (“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 2024 Phase 1 Pavement Resurfacing Program 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 pavement resurfacing construction services set forth in the Contract Documents and required for the completion of the Project within the timeframe provided in the Contract Documents. Contractor represents that it is thoroughly familiar with, and understands, the requirements of the Project’s scope and is experienced in the construction and execution of pavement resurfacing 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-PW-100 2024 Pavement Resurfacing Program (“CSB”), including all exhibits and/or addenda;
 - B. Contractor’s Response to CSB 23-PW-100, 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;
 - 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 solicitation CSB 23-PW-100; (3) City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements; (4) Contractor’s Response; (5) Change Orders; (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. **Minor Contract Revisions.** Miscellaneous modifications in the Work, ordered by Arvada in the form of a Field Order, will be considered a Minor Contract Revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with SC-13 of Exhibit A.
- 4.2. **Field Orders.** An authorized representative of the Contractor shall acknowledge receipt of Field Orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by Arvada will be recorded in writing in the municipal inspector's daily report that is to be signed by the Contractor's authorized representative.

- 4.3. **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.
- 4.4. **Pre-Construction Meetings.** Contractor agrees to assist in the preparation for and to participate in any pre-construction meetings with Arvada.
- 4.5. **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.
- 4.6. **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.
- 4.7. **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.
- 4.8. **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.
- 4.9. **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 including cleanup, within 120 consecutive calendar days after the date specified in the Notice to Proceed, unless the contract time is adjusted by change order; and
 - 6.1.3. Contractor agrees to pay Arvada, as liquidated damages the sum of \$3,300.00 for each consecutive calendar day that the work exceeds the allotted contract time for the work (noting that asphalt paving may not occur after October 31st); and
 - 6.1.4. Contractor agrees to perform the Work for an amount not to exceed \$3,912,903.05.
- 6.2. **Term.** The term of the Agreement shall be for one year 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.
- 6.3. **Renewal.** This Agreement may be renewed by Arvada for two (2) consecutive one-year terms, provided however that the Bidder provided satisfactory performance during the previous contract period. Any renewals shall be on the same terms as this Agreement, including the Compensation Amount, and automatic unless Arvada gives Contractor 30 calendar days' written notice to terminate the Agreement.
 - 6.3.1. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Bidder and will be exercised only when such continuation is clearly

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

- 6.3.2. The successful Bidder is obligated to notify the City of such adjustments, either price reductions or price increases, within fourteen (14) calendar days after receiving said notification from the supplier. Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to terminate the contract with the Bidder based on such price adjustments.
- 6.3.3. The map of proposed areas, street list and summary of approximate quantities are attached hereto and incorporated by reference. The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices.
- 6.4. **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.
- 6.5. **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 \$3,912,903.05 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.
- 6.6. **Non-Conforming Materials or Construction.** Where materials installed or the finished product fails to meet minimum requirements of the Contract Documents, the basis of determining final payment to the Contractor shall be determined in accordance with City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements.

- 6.7. **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 _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

By: _____

**OLDCASTLE SW GROUP, INC. DBA APC
CONSTRUCTION CO.**

Jeffrey W. Keller
Vice President/General Manager
Jeff.keller@apc.us.com

Exhibit A

An Agreement By And Between The City Of Arvada And
APC Construction Co. For 2024 Phase 1 Pavement
Resurfacing Program, Project No. 24-St-01c, In An Amount Not
To Exceed \$3,912,903.05



COMPETITIVE SEALED BID

BID #: 23-PW0-100

Title: 2024 Phase 1 Pavement Resurfacing Program (24-ST-01C)

Issue Date: 11/3/2023

MANDATORY Pre-bid Meeting: 11/09/2023 – 9:00 am MT
Location: Arvada City Hall – Anne Campbell Room – 1st Floor Main Entrance

Questions Deadline: 11/28/2023 - 2:00 pm MT
Questions must be submitted through BidnetDirect.com. Responses will be posted on Bidnet via addendum.

Bid Due Date: 12/7/2023 - 2:00 pm MT

Virtual Opening via Zoom: <https://us06web.zoom.us/j/82856104736?pwd=3a3mwjwxTM071EbCTgGTnze0Bieacg.1>
Meeting ID: 828 5610 4736
Passcode: 947994

Bid Delivery address: Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time.
Late responses will not be considered for award.

Project Delivery Date: TBD

For additional administrative information not related to the project, contact: Cheryl Dye at cdye@arvada.org
Contact with the requesting department may result in vendor disqualification.

Documents included in this Request:

Cover Page	page 1
Advertisement for Bidders	page 2
General Terms and Conditions	page 3
Special Terms and Conditions for Bidders	page 6
Insurance Requirements	page 8
Project Special Provisions	page 9
Submittal Forms to be completed and returned	
• Bid	page 23
• Bid Proposal	page 24
• Bid Schedule	page 25
• Required Contractor Submittal Form	page 28
• Preview of Documents if Awarded	page 29
Maps/Plans/Drawings	

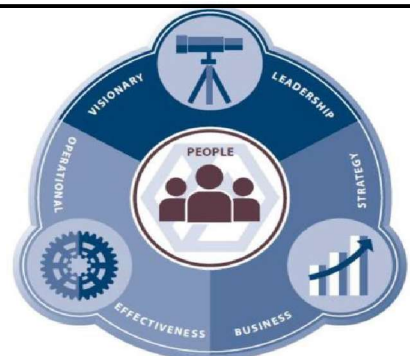
ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

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

VALUES:

- Innovation** – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.
- Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.
- Opportunity** – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.



ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No.24-ST-01C

Project Title: 2024 Phase 1 Pavement Resurfacing Program

The BID DOCUMENTS, consisting of Advertisement for Bids, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum when issued, Bid Bond, Bid Proposal, Bid Schedule, Performance and Payment Bond, Submittal Checklist and References, Sample documents, and the Project Drawings may be examined at the following location: www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after 11/3/2023.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORKARE:

66,293 SY - 3" Depth Full Width Milling
11,678 TON - 3" Top Course (SMA Mix)
1,167 TON - Patching (SG-75 PG 64-22)

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, dated October 2, 2023, 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 <https://www.arvadaco.gov/167/Engineering-Code>. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 11/3/23

CITY OF ARVADA



Jenny Wolfschlag
City Engineer
8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.

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

(or)

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

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

6. CONFIDENTIAL DOCUMENTS. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. 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 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 (23.2) above.
- 23.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (23.2) 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 website only become available to the City of Arvada after the bid closes. Bidder shall assume full responsibility for timely upload of bid to the BidnetDirect website. 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. A contract/s shall be awarded to the lowest-priced responsible and most responsive bidder/s 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 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 their 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, 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 its 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 October 2, 2023, 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 Bid;
 - 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 government 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. 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.

18. 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 their Bid Proposal.

19. 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.

20. 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.

21. 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 \$500,000.00, 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 \$1,000,000 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 Bid #23-PW-100 (Project No. 24-ST-01C) Title: 2024 Phase 1 Pavement Resurfacing Program

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the current Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, hereinafter referred to as “City Standard and Specifications.”

All materials and workmanship shall be subject to inspection by the City of Arvada. The City reserves the right to accept or reject any such workmanship that does not conform to the above Standards and Specifications.

All contractors bidding on this project are responsible for acquainting themselves thoroughly with all applicable specifications prior to submitting their bid. The successful bidder is responsible for thoroughly acquainting all the personnel the contractor intends to use on this project with all the applicable specifications prior to the commencement of any construction.

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. The contractor shall contact the Utility Notification Center of Colorado (UNCC) at 811, to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective owner. Utility service laterals shall also be located prior to beginning excavation or grading. The Contractor shall locate non-member utilities, such as storm sewer and ditch facilities as necessary to prevent damage.

GENERAL

SC-1 CONTRACT TIME AND LIQUIDATED DAMAGES

The work is to be completed, including cleanup, within 120 consecutive calendar days after the date specified in the Notice to Proceed, unless the contract time is adjusted by change order. A Notice to Proceed is anticipated to be issued on or about May 1, 2024. Unless otherwise approved by the Project Manager, once the contractor begins in an area described herein the work shall proceed continuously until the area has been completed.

The bidder shall agree to pay to the owner, as liquidated damages the sum of \$3,300.00 for each consecutive calendar day that the work exceeds the allotted contract time for the work. Asphalt paving may not occur after October 31st.

SC-2 APPLICATION OF SPECIFICATIONS

Except as specifically noted in these Special Conditions, all work in this contract shall be in accordance with the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, (“City Standards”), and the most recent editions of CDOT “Standard Specifications for Road and Bridge Construction.” In the case of conflict between City and other standards or specifications, the City Standards shall take precedence.

SC-3 MEASUREMENT AND PAYMENT

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

SC-4 NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT

Where materials installed or the finished products fail to meet the minimum requirements of these Contract Documents, the basis of determining final payment to the contractor shall be determined in accordance with the current revised Section 105.03 - Conformity to the Contract of the Colorado Department of Transportation Standard Specifications.

SC-5 SUMMARY OF APPROXIMATE QUANTITIES AND ADDITIONS/DELETIONS TO OR FROM THE CONTRACT

The items of work and estimated quantities for this project are listed in the Bid Schedule. Specific streets and the approximate square yards associated with each street are listed under Full Width Mill Patch and Overlay Asphalt of these special conditions. A Summary of Approximate Quantities for the major items of work is also provided for prospective bidders in the contract documents.

The City reserves the right to add or delete quantities, sections and items of work contained in the Bid Schedule without change in the unit prices bid.

The Contractor is encouraged to make a field site visit prior to submitting their bid. In order to further assist the prospective bidder in clarifying any item(s) and in answering any questions he/she may have.

SC-6 WORK SCHEDULE

The list of streets to be resurfaced with this project is shown on the Bid-Schedule and Summary of Approximate Quantities included with these specifications.

Prior to issuance of the "Notice to Proceed", and at the Preconstruction Conference, the Contractor shall provide the Project Manager with a project schedule reflecting the list of streets and identifying critical events for each work location throughout the duration of the project. The Schedule shall be updated and submitted to the Project Manager for approval on a weekly basis. The contractor shall schedule their labor and equipment in such a manner that once work has begun on a street or area, work will progress continuously until that street or area is completed. The Project Manager may restrict the Contractor from beginning work at another site until this condition has been satisfied. No additional payment shall be made for mobilization to each work location but shall be included in the lump sum bid item for Mobilization. The City also reserves the right to coordinate execution of any part of the work under this contract as circumstances warrant with respect to weather, or conflicts with other City projects, including but not limited to utility work, concrete replacement, other asphalt paving, etc.

SC-7 CITIZEN NOTIFICATION

Residents and businesses located in or near the milling and overlay locations shall be notified by the Contractor at least 24 hours in advance of the beginning of these operations. The Contractor shall notify residents and businesses by distributing informational "doorhangers" provided either by the City, or by the Contractor with prior approval of the Project Manager. Door hangers or flyers shall be distributed at least 24 hours in advance of the work and at the time "No Parking" signs are set on the street where applicable prior to beginning any phase of the contract work.

It shall be the Contractor's responsibility to keep a written log of communication with business owners and their representatives should questions arise regarding proper advance notification. Prior to milling and overlay operations, the Contractor shall personally contact the management of local businesses on streets within the project to ensure that they are informed of the progress on the project. A log of names and conversations shall be kept and made available to the City. At no time shall complete access be blocked to a local business. At least one entrance/exit access shall be left open at all times during milling and overlay operations to these businesses.

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

SC-8 PROJECT STATUS MEETINGS

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

SC-9 CITY HOLIDAYS

The Contractor, when performing work on a city holiday, Saturday, Sunday, or in excess of ten (10) hours on a weekday, in accordance with the Overtime Permit Agreement, and the Fee Schedule for Rights of Way Work Permits and Services as pursuant to Chapter 78, Public Improvements, of the Arvada City Code Effective January 1, 2023, Contractor agrees to reimburse the Owner for the inspector's time at the following rate:

First 2 hours - 2 hour minimum: \$106.00/hr.

Each additional hour or fraction thereof: \$106.00/hr.

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

SC-10 WORK WITHIN CDOT, BNSF, or RTD RIGHT-OF-WAY AND CITY OF ARVADA PERMIT REQUIREMENTS

The Contractor will be required to prepare and apply for CDOT, BNSF, or RTD access permits where work will occur on or adjacent to their respective rights of way or where construction signage will be placed on their respective rights of way. The City of Arvada will be indicated as the permittee on the permit applications. The Contractor shall apply for CDOT, BNSF, or RTD access permits far enough in advance of the work so as not to delay the project.

CDOT, BNSF, or RTD permits will not be paid for separately but shall be included in the cost of Traffic Control.

The successful bidder who is awarded this project shall obtain or be currently licensed with the City of Arvada, Engineering Division with a Class MC-B Contractor license. A City of Arvada no- charge permit for this project shall be obtained prior to issuance of the Notice to Proceed.

SC-11 OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED)

The City shall have the option to renew the contract for an additional two (2) one-year periods; provided, however, that the Bidder provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Bidder and will be exercised only when such continuation is clearly in the best interest of the City. During the option period, the City will consider an adjustment to the pricing structure if the successful Bidder can demonstrate, through documentation issued by material suppliers, that it was subject to a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the successful Bidder by the supplier. Under these circumstances, the City may, in its best interest, negotiate a price adjustment with the successful Bidder.

11 The successful Bidder is obligated to notify the City of such adjustments, either price reductions or price increases, within 14 calendar days after receiving said notification from the supplier. Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to terminate the contract with the Bidder based on such price adjustments.

SC-12 LOCATIONS AND SUMMARY OF APPROXIMATE QUANTITIES

The map of proposed areas, street list and summary of approximate quantities are attached hereto and incorporated by reference. The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices.

SC-13 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 work performed under this item will be made in accordance with Sections 1100 of the City Standard Specifications.

SC-14 INSURANCE REQUIREMENTS

The Contractor shall at their own expense, maintain insurance in full force and effect, throughout the duration of the contract with the City.

SC-15 OSHA REQUIREMENTS

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

SC-16 PROJECT WARRANTY PERIOD

The warranty period for this project shall be (2) two years in accordance with Section 200 - Acceptance Procedures of the City Standard Specifications. The Performance and Payment Bond shall remain in full force and effect throughout the two (2) year guarantee and warranty period.

ROADWAY

SC-17 PLANT MIX PAVEMENTS - GENERAL REQUIREMENTS

All materials used in this project shall meet the minimum requirements of the current revised edition of the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, and Sections 11 - Hot Mix Asphalt Pavement and Section 900 - Streets of the City of Arvada Engineering Code of Standards and Specifications, or these Special Conditions where they vary from the City Standard Specifications.

A. Composition of Mixtures

The bituminous plant mix shall be composed of a mixture of aggregate, filler or additives, bituminous material, and recycled asphalt pavement (RAP) as allowed. Up to 20% RAP is allowed in HMA mix designs for this project. No RAP will be allowed in SMA mix designs for this project. All mixes shall be designed and produced with 1% hydrated lime as an anti-stripping agent.

B. Recycled Asphalt Pavement

Recycled Asphalt Pavement (RAP) material shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. **HMA mixes shall not contain more than 20 percent RAP.** All recycled asphalt shall be clean and free of deleterious material and shall be subject to inspection at the plant source and in the field prior to placement. The Contractor shall identify the source of each RAP stockpile proposed to be incorporated in the asphalt mixes. Contractor shall identify the project from which the material was removed, mix data from the original project including mixture type, aggregate classification, location and depth of the pavement structure. Extracted gradation information shall also be provided along with a description of the stockpile location and quantity. Additional material shall not be added to an approved RAP stockpile during the course of the work.

The Project Manager may reject a RAP stockpile for non-uniformity based on visual inspection. RAP stockpiles containing concrete chunks, grass, dirt, wood, metal, coal tar or other foreign or environmentally restricted materials shall not be used. Stockpiles are to be worked in such a manner that the materials removed are representative of a cross section of the pile. The Project Manager or their representative may reject RAP that in their opinion does not meet this specification.

C. Lime

Lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve. Hydrated lime for aggregate pretreatment shall conform to the requirements of ASTM C 207, Type N. In addition, the residue retained on a 200-mesh sieve shall not exceed 10% when determined in accordance with ASTM C 110. (Drying of the residue in an atmosphere free from carbon dioxide will not be required.)

D. Tack Coat

Materials and construction shall comply with MGPEC Item 20 (latest edition).

E. Asphalt Cement

The Contractor shall provide an acceptable 'Certification of Compliance' from the supplier for each asphalt cement grade used on this project. The minimum optimum oil content in asphalt mix designs used on this project shall be as follows: **For Grading S (3/4" mix), a minimum oil content of 5.1% in the HMA is required, and for Grading SX (1/2" mix), a minimum oil content of 5.4% in the HMA is required.** Mix designs or asphalt loads delivered to the project which do not meet these minimum requirements shall be cause for rejection by the City of Arvada.

F. Superpave Mixture Design Method

The Superpave mix design method shall be used for this project. A proposed design job mix shall be submitted for each mixture required by the Contract. The design shall be determined using Colorado Procedure CP-L 5115 for the Superpave Method of Mixture Design. Mix designs shall meet the requirements of Subsection 900 in the City of Arvada Standard Specifications.

G. Mix Design Submittals

The Contractor shall submit two copies of all mix designs to the Project Manager for approval. Mix designs shall be performed in a materials laboratory under the direct supervision of a professional engineer licensed in the state of Colorado and currently practicing in this field. In addition, the Contractor shall submit as part of the mix design, documents to verify the following:

1. Source of materials
2. Gradation, specific gravity, source and description of individual aggregates and the final blend
3. Aggregate physical properties (CDOT Subsection 703.04)
4. Design Mix Formula
5. Superpave PG Binder properties
6. Mixing and compaction temperatures used
7. Mix properties determined at a minimum of four asphalt cement contents and graphs showing mix properties versus asphalt cement content
8. Mix properties at the minimum required optimum asphalt cement content
9. Lottman test data at the optimum asphalt cement content

The asphalt cement for each PG grade binder shall meet the requirements specified in the Properties of Superpave Performance Graded Binders Table in Subsection 900 - Asphalt Cement of the City of Arvada Standard Specifications. The design mix for each PG grade shall establish a single percentage of bituminous material to be added to the aggregate, and a single temperature for the mixture at the plant discharge point. The city may test the Contractor's proposed design mix for each hot bituminous pavement PG Grade utilizing materials actually produced and stockpiled for use. The Contractor shall provide a sufficient quantity of each aggregate, mineral filler, recycled asphalt and lime additive for required laboratory tests if requested by the City. After each design mix is approved a new design mix shall be submitted to the Project Manager if there is a change in the sources of materials.

H. Allowable Mix Production Range

The proposed job-mix gradation for each mixture required by this Contract shall fall within the limits specified in the Gradation Range Table in Section 922.00 - Aggregate before the tolerances in the Table of Job Mix Formula Tolerances shown in Section 11.13.3 of the City of Arvada Standard Specifications are applied. The weight of lime shall be included in the total weight of the material passing the No. 200 sieve.

After each design mix is approved, all mixtures shall meet the tolerance ranges specified in the Table of Job Mix Formula Tolerances in Subsection 11.13.3 of the City of Arvada Standard Specifications. These tolerances shall be applied to each mix design to establish the allowable mix production ranges for mix production.

City of Arvada Engineering Code of Standards and Specifications shall be revised to include the design specifications for the composition of Stone Matrix Asphalt Mixes as described below.

SMA Mixture Gradation (AASHTO T 11 & T27)

Sieve Size	$\frac{1}{2}$ "	$\frac{3}{4}$ "
(1")		100
($\frac{3}{4}$ ")	100	90-100
($\frac{1}{2}$ ")	90-100	50-88
($\frac{3}{8}$ ")	50-80	25-60
(#4)	20-35	20-28
(#8)	16-24	16-24
(#16)		
(#30)	12-18	12-18

(#50)		
(#100)		
(#200)	8-11	8-11

Mixture Properties for SMA

Properties	Test Method	Value
Lab Compaction (Gyrations) N Design	AASHTO T-312	75
Air Voids (Va) % at N Design	AASHTO T-312	3.0 - 4.0
Accelerated Moisture Susceptibility, tensile strength ratio, (Lottman)	AASHTO T-283 Method B	80 Min.
Dry Split Tensile Strength, psi	AASHTO T-283, Method B	30 Min.
Grade of Asphalt Binder	N/A	PG 76-28
Voids in Mineral Aggregate (VMA) % Minimum	AASHTO PP19	17
Drain Down at Production Temperature	AASHTO T-305	0.3 Max.

Minimum Voids in Mineral Aggregate (VMA)

SMA Mixes

Nominal Maximum Particle Size	Minimum VMA (%)		
	3.0% Va	3.5% Va	4.0% VA
SMA - ½"	17.0	17.0	17.0
SMA - ¾"	17.0	17.0	17.0

SMA Placement

The CONTRACTOR shall establish and document a roller pattern for the SMA being placed. The roller pattern shall include, but is not limited to the following:

- Number, size, and type of rollers
- Amplitude, frequency, and speed of rollers
- Temperature of mixture being compacted during each process (break down, intermediate and finish)
- Number of roller passes for each phase

SMA mix shall be placed with the assistance of an MTV (Shuttle Buggy). A Big Sonic ski attachment and sensors shall be equipped on the paver to achieve maximum smoothness. Heated End Gates on screed.

The in-place density shall be determined during placement of the first 1,000 feet with a minimum of 95% of Theoretical Maximum Density (Rice). The allowable variance shall be $\pm 2\%$. Test results shall be reported to the nearest whole number. The CONTRACTOR should minimize flushing and drain down during the transport and placement of SMA. If more than 50 square feet of flushed area is observed, the CONTRACTOR shall provide a remedy to address the flushing and/or drain down. In place density may be determined by nuclear gauge measurements in accordance with ASTM D 2950 and AASHTO T 230, or based on cores in accordance with AASHTO T 166, Method B. When cores are used, the CONTRACTOR shall provide all labor and equipment for the coring and repair of the holes.

The paver shall include an approved longitudinal paver wedge system to create a sloped safety edge. The wedge system shall be attached to the screed and shall compact the HMA to a density at least as dense as the compaction imparted to the rest of the HMA layer by the paving screed. The system shall provide a sloped safety edge equal to 32 degrees plus or minus 5 degrees measured from the pavement surface cross slope extended. A single plate strike off shall not be used. The system shall be adjustable to accommodate varying paving thicknesses. The Engineer may allow the Contractor to use handwork for short sections or to saw cut the sloped safety edge after paving operations are completed in areas such as transitions at driveways, intersections, interchanges. The Contractor shall submit the proposed paver wedge system for approval at the Pre-construction Conference. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed before the beginning of work to demonstrate that it creates an acceptable wedge shape and compaction. The safety edge may be constructed on each lift of HMA or on the full-specified plan depth on the final lift. The finished shape of the safety edge shall extend for the full depth of the asphalt pavement or for the top 5 inches whichever is less.

Nuclear gauge measurements shall be used when the material being placed is on a structure (bridge deck).

SC-18 WARM MIX ASPHALT

General Description:

Warm Mix Asphalt (WMA) may be used on this project. The producer shall submit a mix design for WMA production or submit a statement that details production and testing items that require attention if the design is performed by standard HMA practice. The design shall be in accordance with the mix requirements as specified in these Special Conditions or City Standard Specifications. Some modifications to asphalt mixture plants may be necessary to accommodate the WMA technologies as noted in the WMA Construction Section below. All provisions for the production and placement of conventional hot mix asphalt (HMA) mixtures as stipulated in these Special Conditions or City Standard Specifications are in force except as noted below.

WMA Mix Requirements:

Warm Mix Asphalt (WMA) may be produced by one or a combination of several technologies involving hot mix asphalt plant foaming processes and equipment, mineral additives, or chemicals that allow the reduction of mix production temperatures by as much as 100 degrees Fahrenheit. Apply all mix design requirements for hot mix asphalt to the development of the WMA mix design.

Asphalt (WMA) mixture design shall identify the technology to be used. The producer shall comply with the manufacturer's recommendations for incorporating additives and WMA technologies into the mix. Comply with the manufacturer's recommendations regarding receiving, storage, and delivery of additives. Maintain supplier recommendations on file at the asphalt mixing plant and make available for reference while producing WMA.

Warm Mix Asphalt (Additive): For WMA using additives, the design shall be performed using the additive. Each WMA design shall specify the production temperatures recommended by the WMA additive manufacturer to be used in production of Warm Mix Asphalt.

Warm Mix Asphalt (Foaming): For WMA using foamed asphalt technology, a design may be developed using conventional hot mix asphalt temperatures in accordance with CDOT CPL 5115.

WMA Construction Requirements:

Asphalt Mixing Plant: Modify the asphalt mixing plant as required by the manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, tuning the plant burner and adjusting the flights in order to operate at lower production temperatures and/or reduced tonnage.

Equipment: Use equipment and WMA technology capable of producing an asphalt mixture that meet specification requirements and is workable at the minimum placement and compaction temperature desired, regardless of storage or haul distance considerations.

Placement: Place WMA only on dry, unfrozen surfaces and only when weather conditions allow for proper production, placement, handling and compacting. The minimum delivery, placement, and compaction temperatures should be reviewed to accommodate the WMA reduced temperature and achieve workability and density requirements. Documentation that demonstrates a proven history of the WMA technology's ability to be placed and compacted at the reduced temperatures may be required. A test strip or initial production verification requirement can be used to demonstrate placement and compaction at the reduced temperature. Minimum ambient paving temperature requirements may be lowered by 10°F to 20°F. Do not lower ambient paving temperatures to below freezing.

SC-19 MANHOLE, VALVE BOX, AND SURVEY RANGE BOX ADJUSTMENTS

The Contractor shall adjust valve boxes, survey range boxes and manholes to a tolerance of ¼ inch below the final grade of roadway surface. **Contractor will supply riser rings with set crews for these adjustments.**

Contractor shall take special note of survey range boxes containing Section Corner monuments. Contractor shall coordinate with the City Project Inspector and City Survey Crews prior to work adjacent to any Section corner. Contractor is responsible for protection of all survey monuments, range boxes, manholes, etc. throughout the construction of the project. Any damage to a range box, survey monument, manhole, etc., caused by the Contractor shall be repaired, restored or replaced, including restoration by a Colorado registered Land Surveyor, at the Contractor's sole cost.

SC-20 VALVE BOX, AND SURVEY RANGE BOX CLEANOUT

After paving operations are complete along each street, the Contractor shall clean out all valve boxes and survey range boxes by means of a vacuum method.

Payment for clean out of all valve boxes and survey range boxes shall be full compensation to furnish all labor, equipment, materials and incidentals required to complete the cleanouts.

SC-21 MATERIALS TESTING & QUALITY CONTROL

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

The Contractor's attention is directed to Sections 900 - Hot Mix Asphalt and 15 - Streets of the City Standard Specifications and the appropriate subsections thereof regarding production tolerances, Inspection, materials testing, and frequency of testing. Specifications contained in these Sections and subsections of the City Standard Specifications will be strictly adhered to.

When the City determines that the material furnished, work performed, or the finished product is not in conformity with these contract documents and has resulted in inferior or unsatisfactory product, the finished product or materials shall be removed and replaced or otherwise corrected by, and at the expense of the Contractor, unless the Project Manager determines that the work can be accepted at a reduced price. Payment reduction, where allowed, shall be accomplished by adjusting pay quantities and following the procedures indicated in Section 1179.00 - Payment Reduction of the City Standard Specifications and applying contract unit prices to the reduced quantities.

FULL DEPTH ASPHALT RECONSTRUCTION

No streets have been identified for reconstruction in 2024 at time of bid. However, unit costs associated with full depth asphalt reconstruction are included in Bid Alternate A using estimated quantities from previous years programs. Streets

identified for Mill and Overlay for 2024 are subject to change to full depth asphalt reconstruction at the discretion of the Project Manager.

SC-22 STREET RECONSTRUCTION

This work consists of removal of the entire section of asphalt pavement and subgrade to a depth specified above, if needed preparation of subgrade per Section 300, and repaving to the minimum depth of asphalt specified for the roadway type for the entire street width and length as shown on the plans. At the end of each workday, no unpaved areas will be permitted to remain. The portion of the street under construction shall be repaved up to the elevation of the bottom of the proposed top lift (typically 2.0-inches less than the Reconstruct Depth, or 1.5-inch below concrete lip-line). The proposed top lift (2" HMA Paving Grading SX (75) PG 64-22) shall be placed after the bottom lift has been completed for the entire street. Contractor shall provide temporary asphalt ramps to driveways until all paving work is complete.

Payment for street reconstruction work shall be paid for under separate items including, but not limited to, Removal of Asphalt Mat, Extra Depth Asphalt Mat Removal, Stabilization Material, 2" HMA Paving (Grading SX) (75) PG 64-22, and 3" to 7" HMA Paving (Grading S) (75) PG 64-22. No separate payment shall be made for completing the bottom lifts of pavement after each workday as specified and providing temporary asphalt driveway ramps but shall be included as part of the work.

SC-23 ASPHALT REMOVAL AND EXTRA DEPTH ASPHALT REMOVAL

This work shall consist of removal and disposal of the existing asphalt pavement mat by milling or otherwise removing the entire pavement width and depth up to 8-inch thickness, excluding curbs and gutters and medians. Asphalt mat removal shall result in removal of all existing asphalt material including large asphalt chunks to the satisfaction of the City.

Removal of asphalt mat may be accomplished by the use of an approved milling machine or grinder. All removed asphalt pavement shall be loaded directly onto trucks. All asphalt millings where milling equipment is used shall be removed the same day as the milling operation from adjacent gutters, sidewalks, yards, driveways, etc.

The contractor shall exercise caution when removing the asphalt pavement around manholes, water valve boxes and other roadway appurtenances. Manholes, Water valve boxes, and similar structures shall be cut around the structure using milling equipment, or the asphalt mat removed in such a way so as not to damage the structure and the accompanying ring and lid cover. The contractor shall exercise care to prevent chipping, gouging and breakage of existing concrete gutter lip lines, driveways, and cross pans. The contractor will be responsible solely at their cost for repair and/or replacement of manholes, valve boxes, concrete, etc. damaged by their equipment during the asphalt mat removal operation.

Millings resulting from the use of milling equipment to remove the asphalt mat shall become the property of the contractor. No additional payment will be made for haul and disposal of asphalt or asphalt millings but shall be included in the pay item for Asphalt Mat Removal.

Asphalt mat removal will be measured and paid for at the unit price per square yard based on an average thickness of 6 inches. Removal of asphalt mat for existing asphalt that is greater than 6-inch depth shall be measured by the SY-IN of existing asphalt removed and paid for under the item, "Extra Depth Asphalt Mat Removal." Asphalt pavement existing above the concrete gutter pan lip will not be considered as additional asphalt mat removal thickness but shall be included in the pay item for Asphalt Mat Removal.

SC-24 SUBGRADE PREPARATION

Subgrade preparation prior to placement of Hot Mix Asphalt Paving which includes compaction of subgrade and proof roll, if necessary, shall not be measured or paid for separately but shall be considered a part of the contract work.

SC-25 STABILIZATION MATERIAL

This work shall consist of over-excavation, furnishing, placing and compacting 1-1/2" or 2" of crushed rock, CDOT Class 6 recycled concrete, or CDOT Aggregate Base Course (Class 6) where unsuitable, wet, soft or unstable subgrade areas are encountered and designated for stabilization at City direction. Rock used for stabilization shall be 100% crushed with 100% passing 2-inch and a maximum 15% passing No. 4 sieves respectively. The Project Manager shall determine the type of stabilization material and depth required based on the existing conditions.

Payment for tons of rock stabilization based on certified weight tickets received at the site shall be full compensation for furnishing all labor, equipment, materials and incidentals required to place and compact 1-1/2" or 2" inch rock or CDOT Class 6 recycled concrete material complete in place including over excavation and disposal of unsuitable materials in accordance with the project specifications.

SC-26 HOT MIX ASPHALT (HMA) PAVING

This work shall consist of placement and compaction of Hot Mix Asphalt (HMA) paving to the specified thickness, binder grade and density as indicated on the Bid Schedule, and in accordance with the City Standard Specifications and these Special Conditions. Where the Special Conditions vary from the City Standard Specifications, the Special Conditions shall take precedence.

Tack coat material consisting of CSS-1h emulsified asphalt and an equal amount of clean water shall be applied at a rate of 0.10 gallons per square yard and allowed to break prior to completing the wearing surfaces. Prior to application of the tack coat the street shall be swept clean with a pick-up type of sweeper meeting current EPA air pollutant control requirements. The Contractor shall sweep gutters, sidewalks and driveways free of any loose debris or asphalt millings prior to the paving operation, and before the end of each workday. Asphalt concrete or tack coat tracked, spilled onto gutters and on sidewalks during the paving operation shall be swept up, cleaned, and otherwise removed immediately.

The Contractor shall use a PG 64-22 grade binder in the mix design for constructing both the bottom and top layers of HMA paving unless otherwise modified by written field order and approved by the Project Manager. The paving shall be placed and compacted such that the vertical difference between the wearing surface and the gutter lip line shall not exceed ½ inch. Special care shall be taken to ensure longitudinal joints are clean and uniform. Longitudinal joints shall be constructed and placed per the City of Arvada Standard Specifications. The HMA wearing course at the specified thickness shall be completed in one operation on each phase of the project and will not be placed until the bottom HMA layer is first placed and compacted over the entire surface area of the roadway.

The asphalt pavement section for these construction streets shall be 2" HMA (Grading SX) (75) (PG 64-22) over a minimum of 3" HMA (Gradings) (75) (PG 64-22).

Hot Mix Asphalt (HMA) Paving will be measured and paid for by the actual tons compacted in place as verified by certified weight tickets at the project delivery location. The contract pay item for HMA paving shall include tack coat, placement and compaction of the HMA, sweeping of gutters, sidewalks and driveways, and all labor, equipment, materials, and incidentals necessary to complete the work to the satisfaction of the City.

SC-27 ASPHALT MILLING

This work shall consist of milling, removal and disposal of asphalt pavement over the entire width of a planer pass and to the specified depth as shown on the plans or Bid Schedule, or as directed otherwise by the Project Manager.

Milling shall result in a surface acceptable to the Project Manager. Acceptability shall be based upon the following criteria:

- A. Free of surface ridges in excess of ¼ inch
- B. Planed surface parallel to lane lines
- C. Surface area free of excess surface fines
- D. All planed surfaces, especially wheel ruts, show scoring by planer teeth
- E. Specified cut depth attained at edges, roadway appurtenances, and along curb lines

Milling and removal of the specified milling depth shall be accomplished by the use of an approved milling machine or grinder. The approved machine shall be equipped with an adequate automatic control system to ensure proper control of the depth of milling and the profile of the final milled surface.

The minimum depth of cut at the lip line shall be 1-1/2 inch below the lip line. All removed asphalt pavement shall be loaded directly onto trucks by means of a self-loading conveyor which is an integral part of the planer. The planer must be capable of picking up all removed asphalt mat in a single operation. Windrows will not be allowed. All milled areas shall be swept clean with pick-up type street sweepers before the street is opened to traffic. All asphalt millings shall be swept or otherwise removed from the gutters, sidewalks, yards, driveways, medians, etc.

Failure to clean the roadway in an expeditious manner will result in a temporary suspension of milling operations until the sweeping operation maintains reasonable pace with the milling operation. Work will not resume until the Project Manager has approved the Contractor's revised written description of the method proposed by the Contractor to comply with the requirements of this specification.

The Contractor shall exercise caution when milling around manholes, water valve boxes, and other roadway appurtenances. Manholes, water valve boxes, and other similar structures shall either be adjusted to below the bottom of the cut prior to milling operations or cut around the structure using milling equipment. The maximum deviation between the top of the milled pavement and top of the manhole or water valve box shall be no more than ¾ inch in areas open to traffic. This will be

achieved by placing a temporary taper around the structure. This temporary taper shall be removed prior to placement of new HMA. All water valves, range boxes and manholes shall be ramped after milling.

A detail milling machine shall be utilized to remove asphalt adjacent to cross-pans, as directed by the Project Manager. Payment for detail milling will be made under 2-inch Depth Milling (Full Width) or Edge Milling (12-foot Width) and will not be paid for separately.

The Contractor shall exercise care to prevent chipping, gouging and breakage of existing concrete gutter lip lines, driveways, and cross-pans. The Contractor will be responsible solely at their cost for replacement of all concrete damaged as a result of carelessness during the milling operation.

Millings shall become the property of the Contractor.

Measurement and payment shall be by the square yard at the specified depth. Milling depths greater than those specified will be measured and paid for by the square yard-inch. Asphalt pavement existing above the lip will not be considered as additional depth milling at the lip but shall be included in the pay item for 2 Inch Depth Milling (Full Width). No separate measurement or payment will be made for traffic control, hauling and disposal of material, maintenance of milled surface prior to resurfacing etc., but shall be included in the work.

SC-28 4" HMA PATCHING and EXTRA DEPTH PATCHING

HMA patching will occur after milling occurs for each street location scheduled for patching and overlay. Exceptions to this requirement will occur if it is determined prior to milling that the existing pavement section is too thin for the heavy loads expected while using milling machines and other heavy construction equipment typically used in this type of construction. The Project Inspector will mark areas to be patched and the work done in accordance with these Special Conditions, or as directed otherwise by the Project Manager.

The contractor shall remove the failed pavement, base course, and subgrade soil to the depth required by the type of street. The patching and normal excavation depth and patching material thicknesses shall be as specified:

Type of Street Asphalt Depth (after milling) Residential (local) 4- inches (5-inches, 30 feet from intersections or cross-pans)
Collector 5- inches Arterial 7-inches Areas requiring patching will be marked by the city at a minimum width of five (5) feet horizontally, and shall be milled patched to a minimum six (6) inch depth, or $\frac{3}{4}$ of the pavement thickness up to a maximum depth of nine (9) inches if the pavement thickness is greater than six (6) inches following milling of the top two (2) inches of existing pavement. The method of cutting the pavement shall be done with a mill or a method otherwise approved by the City and shall result in a neat, straight line and vertical face on the existing pavement without deformation of the surface at the cut. The subgrade shall be compacted by a roller, where feasible, prior to placing patching asphalt.

Vertical faces of the cut shall be adequately coated with CSS-1H tack material prior to patching. Asphalt lifts shall not exceed three (3) inches in depth. HMA patching shall be placed by use of a paver where dimensions allow for its use and shall otherwise be placed and exhibit excessive segregation in accordance with Standard Specification 934.04 – Segregation and as determined by the Project Inspector or Project Manager shall be marked for immediate removal and replacement.

4" HMA Patching shall be either HMA (Grading S) (75) (PG64-22) and/or HMA (Grading SG) (75) (PG64-22). The use of either or both asphalt mixes shall be as directed by the Project Manager and based on the existing subgrade conditions. No extra payment shall be made for using one or both asphalt mixes but shall be included in the unit cost of 4 "patching.

4" HMA Patching shall be measured and paid for by the ton and shall include asphalt mill patching, removal and disposal of asphalt mat, subgrade removal and disposal, compaction, proof roll where necessary, tack coat, patching with HMA (Grading S) (75) (PG64-22) and/or HMA (Grading SG) (75) (PG64-22), and all labor, equipment, materials, and incidentals necessary to complete the work. Asphalt cement shall not be paid for separately but shall be included in the work.

SC-29 HOT MIX ASPHALT (HMA) OVERLAY

This work shall consist of placing and compacting Hot Mix Asphalt (HMA) overlay to the required thickness and binder grade as listed in the Bid Schedule, and as specified in these Special Conditions or in the City Standard Specifications.

Where curb and gutter exist adjacent to the pavement, the paving shall be placed and compacted such that the vertical difference between the wearing surface and the gutter lip line does not exceed $\frac{1}{2}$ inch. Special care shall be taken to ensure longitudinal joints are clean and uniform. Longitudinal joints shall be constructed and placed per the City of Arvada Standard Specifications. Overlay on milled sections of the street shall be completed within twelve (12) days of the completion of the full width milling unless a time extension is granted by the City. If the Contractor does not complete the overlay within these time limitations, there may be a price reduction of \$1,000/day for each day this limitation is violated. The price reduction will not constitute a penalty but will be considered a failure to perform resurfacing in accordance with the contract requirements.

Tack coat material consisting of CSS-1h emulsified asphalt and an equal amount of clean water shall be applied at a rate of 0.10 gallons per square yard and allowed to break prior to completing overlay or surface replacement on each street. Prior to application of the tack coat the street shall be swept clean with a pick-up type of sweeper meeting current EPA air pollutant control requirements.

The Contractor shall sweep gutters and sidewalks immediately following overlay or patching operations, and prior to the end of each workday. The Contractor shall have the necessary equipment and materials readily available to immediately clean up any tack coat, diesel fuel or oil spills should such spills occur. Asphalt or tack coat tracked, spilled, or raveled into gutters and on sidewalks during overlay operations shall be swept up, cleaned, and removed immediately following the overlay work.

Hot Mix Asphalt (HMA) Overlay will be measured by the actual ton in place as verified by certified weight tickets at each location. The pay item for Hot Mix Asphalt (HMA) Overlay shall include soil sterilant, weed burning, tack coat, sweeping of gutters, sidewalks and asphalt paths, and all labor, equipment, materials, and incidentals necessary to complete the work to the satisfaction of the City. Asphalt cement shall not be paid for separately but shall be included in the work.

EDGE MILL

No streets have been identified for Edge Mill in 2024 at time of bid. However, unit costs associated with Edge Mill are included in Bid Alternate item 25 using estimated quantities from previous year's programs. Streets identified for Mill and Overlay for 2024 are subject to change to Edge Mill and Overlay at the discretion of the Project Manager.

SC-30 EDGE MILLING (12-FOOT WIDTH)

This special condition amends SC-28 – Asphalt Milling. Payment for Edge Milling shall be by the square yard with depths of milling ranging from a maximum of 1.5-inches at the curb-line or edge of pavement to 0-inches at 12-feet from the curb-line or edge of pavement. Actual depth will be set in the field by the Project Manager.

Butt joints shall be constructed where edge milled streets intersect adjacent streets without a cross-pan and are not scheduled for milling. The intersecting area of adjacent streets shall be full depth patched; extending 20 to 50-feet back from the ending point of the edge milling, as directed by the Project Manager. The top 1.5-inches of adjacent street milling shall be included in the cost of Edge Milling (SY). The remainder of the butt joint depth will be paid for through 4-inch Depth.

HMA Patching (SY). Payment shall include all labor, materials, equipment, and incidentals necessary to complete the work.

TRAFFIC CONTROL

SC-31 TRAFFIC AND PARKING CONTROL

All traffic control shall be in accordance with the latest addition of the FHWA "Manual on Uniform Traffic Control Devices" (MUTCD) and Colorado Supplement and the most current revision of the City of Arvada Engineering Code of Standards and Specifications.

The contractor shall submit two copies of a "Traffic Control Plan" (TCP) for all work locations to the City's Traffic Division for review and approval at least two business days prior to beginning work on the project. The contractor shall not proceed with any work until the City's Traffic Division has approved the site-specific traffic control plans. If during construction the City determines that the traffic control plan needs to be adjusted to meet actual field conditions, the Contractor shall immediately make such adjustments and at no additional cost to the city.

The contractor is responsible to determine the traffic control requirements for each work location with the Traffic Division prior to submitting their bid. The contractor is directed to Section 100 of the City's Engineering Code of Standards and Specifications for more specific information on traffic control. The contractor shall notify the Traffic Division (720-898-7740) a minimum of two business days in advance of all closures including temporary lane closures on public roads, private and business access. Two-way traffic control shall be maintained at all times.

Where parking is allowed on a street where work is scheduled, "No Parking" signs shall be placed by the contractor at least 24 hours minimum (48 hours on major collectors and arterials) in advance of any phase of work where parking is normally allowed. The contractor will be required to remove all "No Parking" signs promptly upon completion at each location and phase of work. Hand painted signs or other signs which do not meet MUTCD requirements or City of Arvada standards and specifications will not be permitted.

Residential and commercial establishment written notification in advance of each phase of work is the responsibility of the contractor, and to ensure that vehicles are cleared from the site prior to each phase of the work. The City will assist the

contractor in clearing parked vehicles by private towing contract in isolated cases where vehicles impede the work and vehicle owners fail to respond to "No Parking" signs, and where personal attempts are made by the contractor to have vehicles moved from the work area.

Prior to milling and prior to overlay at each work location, the Contractor shall personally contact the management of all businesses or other establishments within and adjacent to the work area and inform the management of such business establishments of the schedule for each phase of the work. A log of names and conversations shall be kept and made available to the City. At no time shall complete access be blocked to businesses and other establishments except for brief periods of less than 30 minutes during the milling and overlay operations. At least one entrance/exit and emergency access shall be left open where possible during milling and overlay operations. Where there is only one access available to a business or other establishment, such access shall be blocked only during milling, sweeping and overlay operations, and for no more than approximately 20 minutes. This requirement will not be paid for separately but shall be included in the lump sum bid item for Citizen Notification. The Contractor shall furnish standard traffic control including advance-warning signs at the beginning and end of each phase of the work as it progresses. Patching, milling and overlay operations shall proceed in such a manner to minimize traffic interruption and hazards.

In addition to providing advanced traffic control and traffic control during work operations, the contractor shall furnish traffic control, including lane closures as may be necessary, to allow the City Project Inspector to safely mark out locations to be patched. Contractor shall coordinate this work with the Project Inspector.

Payment for "Traffic Control Devices" in one lump sum shall be paid in accordance with Section 3.46 of the City Standard Specifications and shall constitute full compensation for preparation and submittal of CDOT permits and permit fees, traffic control plans, furnishing, placement, maintenance and removal of traffic control signs, working lighted barricades, arrow boards, temporary pavement marking tape, traffic control for City Project Inspector and all labor, equipment, materials and miscellaneous items necessary to complete the work. Uniformed Traffic Control, Uniformed Traffic Control (Vehicle), Traffic Control Supervisor and Flagging shall be paid for separately.

SC-32 UNIFORMED TRAFFIC CONTROL AND UNIFORMED TRAFFIC CONTROL (VEHICLE)

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

Section 630 shall include the following:

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

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

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

For each Traffic Control Vehicle furnished by the contractor, the contractor shall furnish Class 1 SAE certified light bar and control panel for exclusive use by uniformed police agency officers while performing Uniformed Traffic Control.

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

MEASUREMENT AND PAYMENT

Uniformed Traffic Control will be measured by the total number of hours that are required for uniformed traffic control officer including minimum shift hours required by the agency. The accepted number of hours of Uniformed Traffic Control will be paid for at the contract unit price per hour. Uniformed Traffic Control (Vehicle) will be measured as the contract unit price per hour for the uniformed traffic control officer and traffic control vehicle. No separate payment shall be made for the Contractor furnishing a Traffic Control Vehicle with light bars and other equipment, licensing, insuring, servicing, and fueling a Traffic Control Vehicle but shall be included in the work.

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

SC-33 FLAGGING

Flagging shall be performed, measured and paid for in accordance with Section 630 - Construction Zone Traffic Control of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

SC-34 TRAFFIC CONTROL MANAGEMENT

Traffic Control Management shall be performed, measured and paid for in accordance with Section 630 Construction Zone Traffic Control of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

SC-35 WORK HOURS AND STREET CLOSURE RESTRICTIONS

No work shall be done between the hours of 9:00 p.m. and 7:00 a.m., or at any time on a Sunday, except with the written permission of the City Manager, or in the case of an emergency.

Barricading, traffic control devices, and protective materials shall remain in place until the work is opened to traffic.

Emergency vehicle access shall be maintained at all times. Such access shall be a minimum width of 16 feet.

Lane closures for the street classifications within this project are as follows:

ARTERIAL STREETS: Lane closures 8:30 am – 3:30 pm only

Construction activities: 8:30 am – 3:30 pm only Must maintain one lane each way at all times.

COLLECTOR STREETS: Lane closures 8:30 am – 3:30 pm only

Construction activities: 7:00 am – 7:00 pm only Must maintain one lane with adequate flagging at all times.

LOCAL STREETS: Lane closures 7:00 am – 7:00 pm only Construction activities: 7:00 am – 7:00 pm only

May be closed to thru traffic unless otherwise noted.

(During working hours)

Traffic restrictions on weekends will be determined on a case-by-case basis.

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

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30-minute period of violation as determined by the Project Manager. The price reduction will increase at a progressive rate. A 15-minute grace period may be granted at the beginning of the second incident before a price reduction is applied. The incident charges are cumulative throughout the project. Adherence to this procedure and any violations as a result of non-compliance to this procedure will be strictly enforced by the city.

PRICE REDUCTION SCHEDULE

<u>INCIDENT</u>	<u>INCIDENT RATE</u>	<u>TOTAL PRICE REDUCTION</u>
1 st	Notice to Stop Work	\$0
2 nd	\$150	\$150
3 rd	\$300	\$450
4 th	\$600	\$1,050
5 th	\$600	\$1,650
6 th	\$600	\$2,250
ETC.	\$600	\$2,850

SC-36 PORTABLE VARIABLE MESSAGE SIGN

Contractor shall furnish, operate and maintain a minimum of one Portable Variable Message Sign at the end of each work location. Additional intermediate message signs may be required to be placed and maintained as determined by the City's Traffic Division. Each message sign shall be placed and working at least three (3) days prior to the start of construction activity and maintained in satisfactory operating condition throughout the duration of this project.

Each sign shall be fully self-contained on a portable trailer capable of being licensed for normal highway travel and shall include leveling and stabilization jacks. The sign panel shall display a minimum of three eight-character lines of text. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign. The sign panel shall be a dot-matrix type with fluorescent yellow flip.

disks legend or LED legend on a flat black background. Each sign shall have its own separate power source with an independent battery back-up source to provide continuous operation upon failure of the primary power source.

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

Portable Variable Message Signs shall be measured by each unit used and moved from work location to work location on the entire project and not counted separately for each move to a different work location. Payment for each unit shall include delivery to each location, maintenance, operation, storage, repairs, relocation to other sites, and all labor, equipment, materials, and incidentals.

SC-37 TEMPORARY PAVEMENT MARKING TAPE

This work consists of temporary pavement marking tape where placement is required as determined by the City of Arvada Traffic Division. The material used shall consist of preformed plastic tape, conforming to ASTM D-4592, Type 1 (Removable). The contractor shall coordinate with the Traffic Division for locations and placement during the course of resurfacing operations. Payment for "Temporary Pavement Marking Tape" will not be paid for separately but shall be included in the lump sum contract item for "Traffic Control Devices" and shall constitute full compensation for furnishing placement and removal of marking tape, traffic control, and all labor, equipment, and incidentals necessary to complete the work.

STORMWATER MANAGEMENT

SC-38 EROSION CONTROL

This work shall consist of all materials, installation, maintenance, and removal of erosion control measures using Best Management Practices (BMPs) located within the erosion control limits of each street reconstruction and parking lot location listed on the Street Schedule and Summary of Approximate Quantities throughout the duration of the contract. The contractor shall comply with all provisions of the City of Arvada Site Development Permit for this project, which will be considered as a part of the contract documents

BEST MANAGEMENT PRACTICES (BMPs) FOR STORMWATER MANAGEMENT:

This section provides a set of criteria and technical guidance for erosion and sediment control and material management at concrete replacement and asphalt projects. Erosion control measures limit erosion of soil from disturbed areas including stockpiled material at the construction site. Sediment control measures prevent the transport of sediment off-site to downstream properties and stormwater conveyances. Materials management is the practice of containing and controlling all

materials used in order to eliminate potential pollutants from leaving the site. Due to the fast-paced nature of concrete and asphalt projects, the site's erosion and sediment controls and material management BMPs must be inspected and maintained daily.

Site Development Permit (SDP):

In accordance with the City of Arvada's permit criteria, concrete and asphalt operations including the installation and repair of all concrete and asphalt public right of ways must acquire a City Site Development Permit and implement and maintain erosion control, sediment entrapment and material management BMPs.

Initial documentation required:

1. Completed SDP application
2. Application fee (waived for City funded projects)
3. Escrow/LOC (waived for City funded projects)
4. Site map
5. Potential pollutant list
6. BMP specification details

SDP - Required Documentation:

A site map including construction boundaries, all locations of BMPs, stockpiles, staging areas, portable restrooms, concrete containment/washout area, construction material storage and waste material storage must be provided to the City's Stormwater Division prior to beginning work. This site map must be updated daily to reflect the site's condition.

Potential pollutants must be listed and BMPs prescribed for each individual pollutant. If on-site fueling or maintenance will be conducted, a spill plan must be provided to the Stormwater Division prior to beginning work and a copy must be retained by fueling/maintenance personnel during operations.

A copy of these requirements including BMP specifications and applicable details indicated in this Section and drawings contained within the City Standard Specifications must remain on site and referred to by any personnel installing, maintaining, repairing, repositioning or inspecting BMPs.

A daily log of BMP inspections, installation, repair and maintenance must be kept on site. This log must contain the date, name, location of BMP, and nature of work. It must also include that the site map was revised.

SDP - Enforcement Policy:

If it is determined by the city inspector that control measures are not inspected, installed and maintained daily, payment to the contractor may be withheld. If control measures are not installed or maintained for a period of three consecutive days, a separate company will be contracted to do the work, whereas costs incurred will be 100% reimbursed to the City with an inclusion of an additional 50% for administrative fees.

Site Development Permit BMP Requirements for Concrete and Asphalt Operations:

- a) All paved surfaces, gutters and sidewalks affected by work must be cleaned at the end of each day.
- b) All inlets within and downstream of the work areas shall be protected.
- c) Curb check dams will be installed at all locations downstream of work areas where stormwater flows may potentially come in contact with dirt and exit the work area.
- d) An area must be designated for construction material waste. All waste materials must be placed into waste containers and covered immediately.
- e) Portable Toilets must be provided on site and an area designated for their placement.
- f) A portable concrete washout basin (where applicable) must be provided on site.
- g) Staging areas must be designated and employ appropriate BMPs.
- h) Stockpiles must, at all times, have perimeter control measures installed at the downstream side and all material dragged from a stockpile during operations must be swept back into the pile at the end of each day.
- i) If replacing a storm sewer inlet, pipes within the inlet must be temporarily plugged during the inlet construction.
- j) All erosion and sediment control measures shall be maintained and repaired by the Contractor during construction as needed to assure continued performance of their intended function. All erosion and sediment control measures must be inspected, maintained and replaced daily if necessary.

- k) After all work has been completed, including asphalt and re-vegetation, cleanup and remove all temporary construction erosion and sediment control measures.
- l) At all times during construction, the Contractor shall be responsible for preventing and controlling on-site erosion including keeping the property sufficiently watered to minimize wind-blown dust/sediment. The Contractor shall also be responsible for installing and maintaining all erosion control facilities shown herein.

BEST MANAGEMENT PRACTICES (BMPs)

BMP/Control Measure – Stockpiles

BMP/Control Measure Application - Straw Wattle or Rock Bag used for stockpile containment. If stockpiles are located within 100 feet of a waterway, including conveyances to them, additional sediment controls must be provided which could include silt fencing. A weighted down wattle or rock bag must be installed on the downstream side of all stockpiles.

BMP/Control Measure Installation - Install in an arced position on the downhill side of stockpiles. Place two feet from the toe of the stockpile to allow for ponding. Instruct persons accessing the stockpiles with equipment to work around the control measure or temporarily relocate it. Damaged control measures must be replaced immediately.

BMP/Control Measure Maintenance - Sediment entrapment control measures (wattles or rock bags) must be cleaned and repositioned daily. Broken or crushed control measures must be replaced immediately. Any materials spilled from the control measure when damage occurs must be removed from the site and disposed of.

BMP Detail - SW-10.

BMP/Control Measure – Perimeter Sediment Control

BMP/Control Measure Application – Sediment Control Logs are used as a sediment barrier to intercept sheet flow runoff from disturbed areas.

BMP/Control Measure Installation – Install around the entire perimeter of the disturbed area.

BMP/Control Measure Maintenance - Remove accumulated sediment before the depth is one-half the height of the sediment log and repair damage to the sediment log by replacing the damaged section.

BMP Detail – SW-11

BMP/Control Measure - Inlet Protection

BMP/Control Measure Application - An approved design for protecting inlets must be installed at all storm sewer inlets directly downstream of and within the work area.

BMP/Control Measure Installation - Install around the entire inlet or from curb to curb.

BMP/Control Measure Maintenance - Inlet protection must be repositioned or replaced at the end of every day. Sediment and debris accumulated at inlet protection must be removed and disposed of daily.

BMP/Control Measure Detail - SW-9, Colorado Department of Transportation M Standard M-208-1 Storm Drain Inlet Protection (Type II) Option A and B or “Dandy Bag,” or approved equal. In circumstances where vehicles will be traveling close to or on gutter pans, CDOT type inlet protection or “Dandy Bags” shall be used. No extra payment will be made for the use of CDOT type or Dandy Bag Inlet protection but shall be included in the lump sum cost of Erosion Control.

BMP/Control Measure - Inlet Pipe Protection

BMP/Control Measure Application - An approved design for protecting pipes during storm sewer inlet re- construction must be installed within the inlet at all pipe connections.

BMP/Control Measure Installation - Install at piping within inlet.

BMP/Control Measure Maintenance - Inlet protection must be repositioned or replaced at the end of every day. Sediment and debris accumulated at inlet protection must be removed and disposed of daily. After inlet construction is completed all dirt, materials and pipe protection must be removed and disposed of and an approved inlet protection installed.

BMP Detail - SW-9.

BMP/Control Measure - Check Dams (Curb/Rock Sock)

BMP/Control Measure Application – Rock bag gutter check dams used for sediment entrapment downstream of work area.

BMP/Control Measure Installation - Rock bags must be installed within gutters, contacting the curb and set at a 45-degree angle.

BMP/Control Measure Maintenance - Rock bags must be repositioned or replaced if broken daily. Accumulated sediment must be removed and disposed of daily.

BMP Detail - SW-2.

BMP/Control Measure - Street Sweeping (Non-Structural BMP)

BMP/Control Measure Application - Street sweeping either by machine or manually for the removal of excess materials on the roadway, sidewalks or gutters.

BMP/Control Measure Maintenance - Street sweeping must be conducted at the end of each day. This includes the removal of materials in the gutters or accumulated at sediment entrapment control measures.

BMP Detail - No detail.

BMP/Control Measure - Stabilized Staging Areas

BMP/Control Measure Application - Areas designated for equipment and material storage.

BMP/Control Measure Installation - Staging areas whether on private or public areas must remain organized and clean. The staging area may be used for equipment and construction material storage, sanitary waste receptacles and other waste receptacles. All fluids or hazardous materials stored at the staging area must be stored inside or covered on pallets.

BMP/Control Measure Maintenance - Organize and clean the staging area daily. Do not allow dumpsters to become over full or store waste piles on site. All waste piles must be contained.

BMP Detail - SW-7.

BMP/Control Measure – Vehicle Tracking Control

BMP/Control Measure Application - Vehicle tracking control provides stabilized construction site access to remove sediment (mud or dirt) from vehicles and reducing tracking onto the paved surface.

BMP/Control Measure Installation – Install at construction site access.

BMP/Control Measure Maintenance - Replace aggregate used for a stabilized entrance/exit as needed. If the area becomes clogged and ponds water, remove and dispose of excess sediment or replace material with a fresh layer of aggregate as necessary. Ensure rock and debris from the vehicle tracking area do not enter the public right-of-way. Remove sediment that is tracked onto the public right of way daily or more frequently as needed.

BMP Detail - SW-5.

BMP/Control Measure - Waste Management

BMP/Control Measure Application - All waste generated on site must be contained. At no time will construction debris or waste generated at the site be allowed to be stored on site, uncontained.

BMP/Control Measure Installation - Dumpsters and trash bins must be provided on site and placed in a designated area.

BMP/Control Measure Maintenance - Receptacles must be emptied frequently. Liquids may not be placed within the receptacles if there is a possibility they could leak.

BMP Detail - No detail.

BMP/Control Measure - Materials Management

BMP/Control Measure Application - Construction materials including stockpiles and equipment must be stored in a designated area.

BMP/Control Measure Installation - Perimeter control measures must be installed at all stockpiles, at pipe storage areas, and where equipment is stored on impervious surfaces that may contribute grease, oil or dirt to the site.

BMP/Control Measure Maintenance - Materials must be kept organized and neatly stored. Perimeter control measures must be repositioned or replaced if damaged, daily.

BMP Detail - No detail.

BMP/Control Measure - Fueling/Maintenance Operations

BMP/Control Measure Application - If equipment undergoes fueling, maintenance or repair on site, control measures must be used to include use of a double-wall tank.

BMP/Control Measure Installation - A drip pan, or container will be used during on site fueling, maintenance or repair operations. Absorbents must be available should a spill occur.

BMP/Control Measure Maintenance - Spills must be cleaned up immediately. Fluids leaking from any vehicle or equipment must be cleaned immediately and that vehicle or piece of equipment repaired or removed from the site.

BMP Detail - No detail.

BMP/Control Measure - Sanitary Waste Management (Portable Toilets)

BMP/Control Measure Application - Portable sanitary waste receptacles required on site for use by all personnel.

BMP/Control Measure Installation - Portable receptacles must be secured in place and not positioned on an impervious surface. Receptacles must be located at least 3' from all impervious areas, flow lines, ditches, creeks or storm sewer inlets. Attachment to fencing or a roll-off/dumpster to preventing tipping may be allowed if no other alternatives are available.

BMP/Control Measure Maintenance - Receptacles must be checked daily and routinely maintained. In the event materials are spilled from a receptacle, immediate clean-up is required. If a contracted company must respond for the clean-up and the response time is unknown, absorbents must be applied to the spill by the onsite contractor immediately.

BMP Detail – No detail.

Measurement and Payment for Erosion Control shall be paid on a monthly basis as a percentage of the lump sum bid item for the contract amount earned. Payment for Erosion Control shall include all labor, materials, equipment and incidentals required for each phase of the work. No additional compensation will be made for the Erosion Control Supervisor (ECS), installation, maintenance or removal of bmp/control measure devices, additional devices required by the City's Stormwater Management Division, or reuse of bmp/control measure devices during construction operations included in this contract, or sufficiently controlling mud and dust to reduce or eliminate complaints to the City of Arvada from affected property owners and citizens.

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 **Bid # 23-PW-100 (Project No. 24-ST-01C)**

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 _____
_____, 20__, and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Name: _____

_____.

Address: _____

_____.

By: _____

By: _____.

Title: _____

Title: _____.

Attorney-in-Fact:

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be
acceptable to the City.

BID SCHEDULE

City of Arvada Bid # 23-PW-100 (Project # 24-ST-01C)
2024 Pavement Resurfacing Phase I



Contractor _____ Date _____

Prepared By _____

BASE BID

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
Roadway Items					
1	3" Full Width Milling	66,293	SY		\$0.00
2	SG-75 PG-64-22 Patching	1,167	Tons		\$0.00
3	Top Course SMA Paving 1/2" 75 Gyr 76-28	11,678	Tons		\$0.00
4	Adjust Manholes	34	EA		\$0.00
5	Adjust Valve or Range Box	13	EA		\$0.00
6	Cleanout Valve or Range Box	13	EA		\$0.00
Pavement Markings					
7	Temporary Pavement Markings	1	LS		\$0.00
8	Epoxy Pavement Marking	427	GAL		\$0.00
9	Epoxy Pavement Marking Mobilization	2	EA		\$0.00
10	Inlayed Thermoplastic (Crosswalk, Stop Bar)	3,776	SF		\$0.00
11	Inlayed Thermoplastic (Turn Arrow)	38	EA		\$0.00
12	Inlayed Thermoplastic (Lane Reduction Arrow)	6	EA		\$0.00
13	Inlayed Thermoplastic (Sharrow)	20	EA		\$0.00
14	Inlayed Preformed Thermoplastic (Bike Symbol)	6	EA		\$0.00
Traffic Control					
15	Portable Variable Message Sign	6	EA		\$0.00
16	Traffic Control Management	55	DAY		\$0.00
17	Flagging	2,970	HR		\$0.00
18	Uniformed Traffic Control	600	HR		\$0.00
19	Uniformed Traffic Control Vehicle	600	HR		\$0.00
Lump Sum Items					
20	Traffic Control Devices	1	LS		\$0.00
21	Stormwater Management/Erosion Control	1	LS		\$0.00
22	Citizen Notification, Adjacent Property Owners	1	LS		\$0.00
23	Mobilization	1	LS		\$0.00
24	Minor Contract Revisions	1	LS	\$200,000.00	\$200,000.00
BASE BID				TOTAL	\$200,000.00
ALTERNATE					
25	Edge Milling	2,000	SY		\$0.00
26	Stabilization Material	235	Ton		\$0.00
27	Top Course HMA Paving (Grading SX) (75) PG 64-22	15,000	Ton		\$0.00
28	HMA Patching	200	Ton		\$0.00

ALTERNATE **TOTAL** **\$0.00**

BASE BID + ALTERNATE **TOTAL** **\$200,000.00**

* City of Arvada Measurement and Basis of Payment number and/Project Special Provisions and/or modified detail
Payment will be based upon actual quantities performed

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 **Bid # 23-PW-100 (Project No. 24-ST-01C)** entitled **2024 Pavement Resurfacing Phase I** 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 their:

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 **150** 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 May 2024. 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.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid 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 Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, 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 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 is such that the Principal entered into a certain Contract with the City, dated
the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the performance
of City of Arvada Project No.'s _____.

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 _____, 20____.

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 bylaw.

You are required to return an acknowledged copy of this Notice of Award and enclosures to the Project Engineer.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Company _____

Receipt of above Notice of Award accompanied with a Performance and Payment Bond form and a copy of the Contract is hereby acknowledged.

This _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

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;
 - 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

APPROVED AS TO FORM:

ACCEPTED FOR CONTRACTOR

For Rachael Morris, City Attorney

By: _____

Title: _____

Date: _____

By: _____

ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No.24-ST-01C

Project Title: 2024 Phase 1 Pavement Resurfacing Program

The BID DOCUMENTS, consisting of Advertisement for Bids, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum when issued, Bid Bond, Bid Proposal, Bid Schedule, Performance and Payment Bond, Submittal Checklist and References, Sample documents, and the Project Drawings may be examined at the following location: www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after 11/3/2023.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORKARE:

66,293 SY - 3" Depth Full Width Milling
11,678 TON - 3" Top Course (SMA Mix)
1,167 TON - Patching (SG-75 PG 64-22)

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

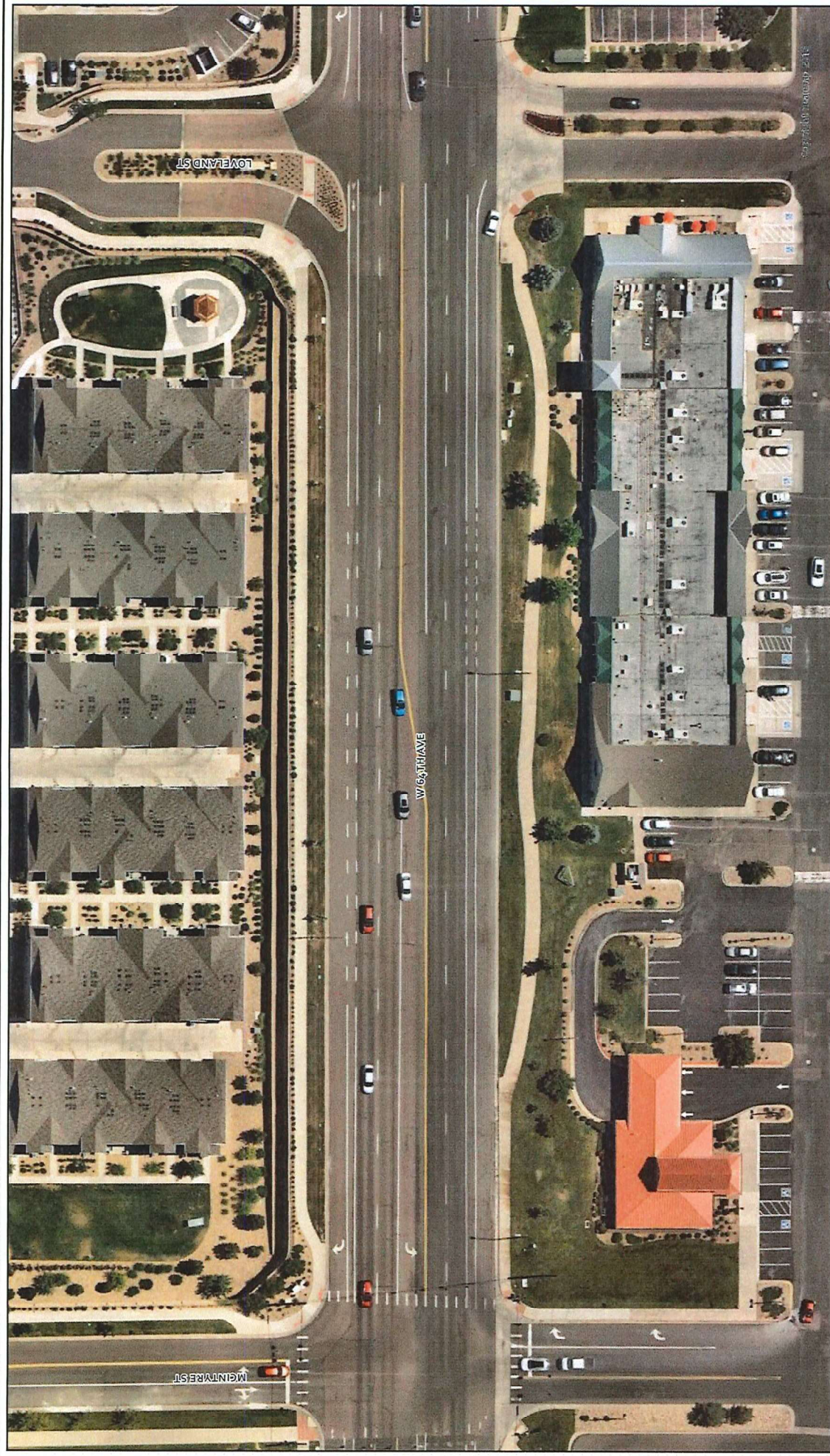
Bidders, subcontractors and suppliers must be familiar with the current City of Arvada Engineering Code of Standards and Specifications, dated October 2, 2023, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the 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 <https://www.arvadaco.gov/167/Engineering-Code>. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 11/3/23

CITY OF ARVADA



Jenny Wolfschlag
City Engineer
8101 Ralston Road
Arvada, Colorado 80002



24ST01C - AERIALS

SHEET - 6

LEGEND

CITY OF ARVADA

DATE: 10/17/2023

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AERIAL: 2023

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Scale: 1:600

0 25 50 100 Feet

North Arrow: ↑



24ST01C - AERIALS SHEET - 7



LEGEND

1:600

0 25 50 100

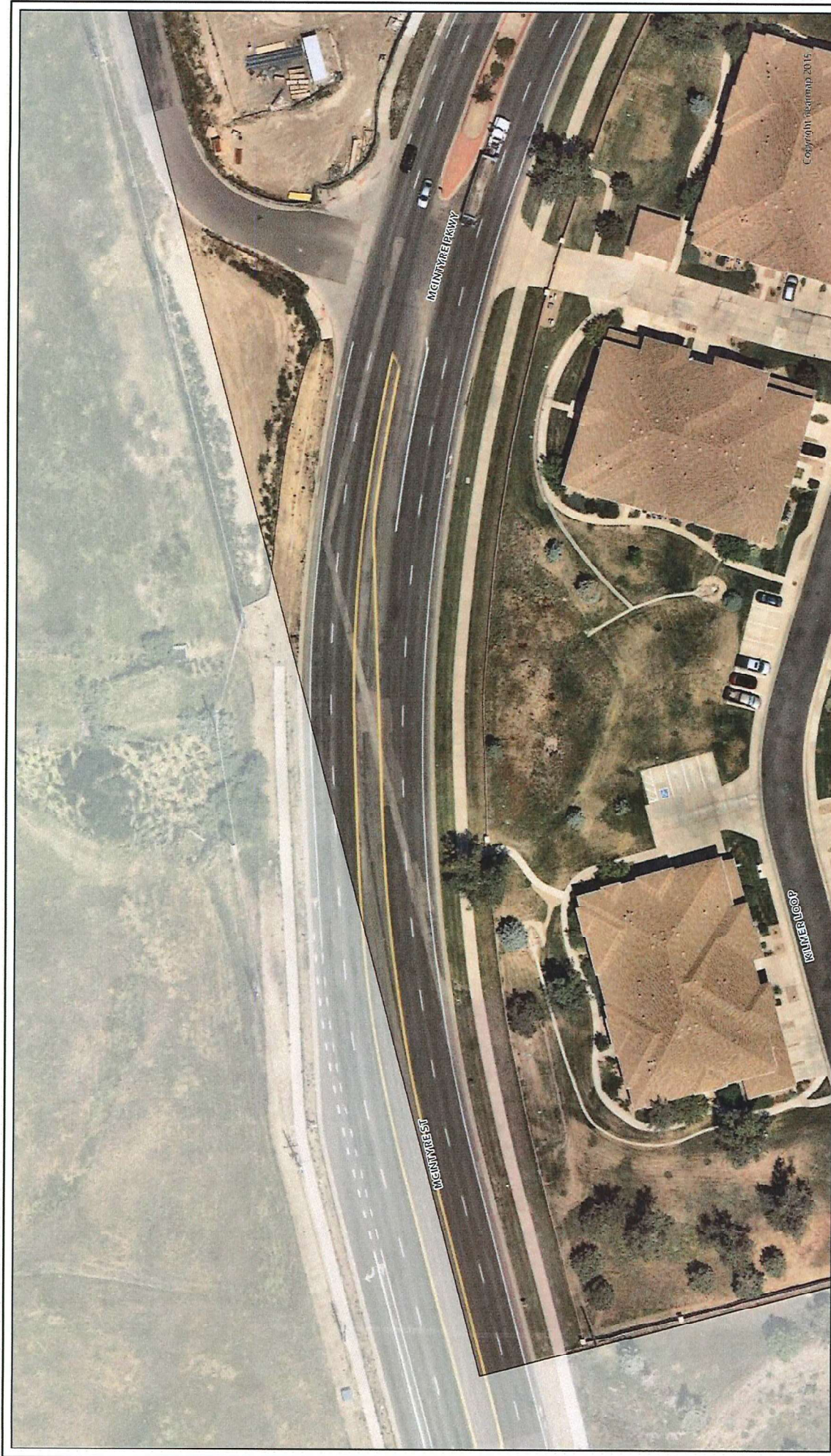
Feet



DATE: 10/17/2023

AERIAL: 2023

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24ST01C - AERIALS

SHEET - 8



LEGEND



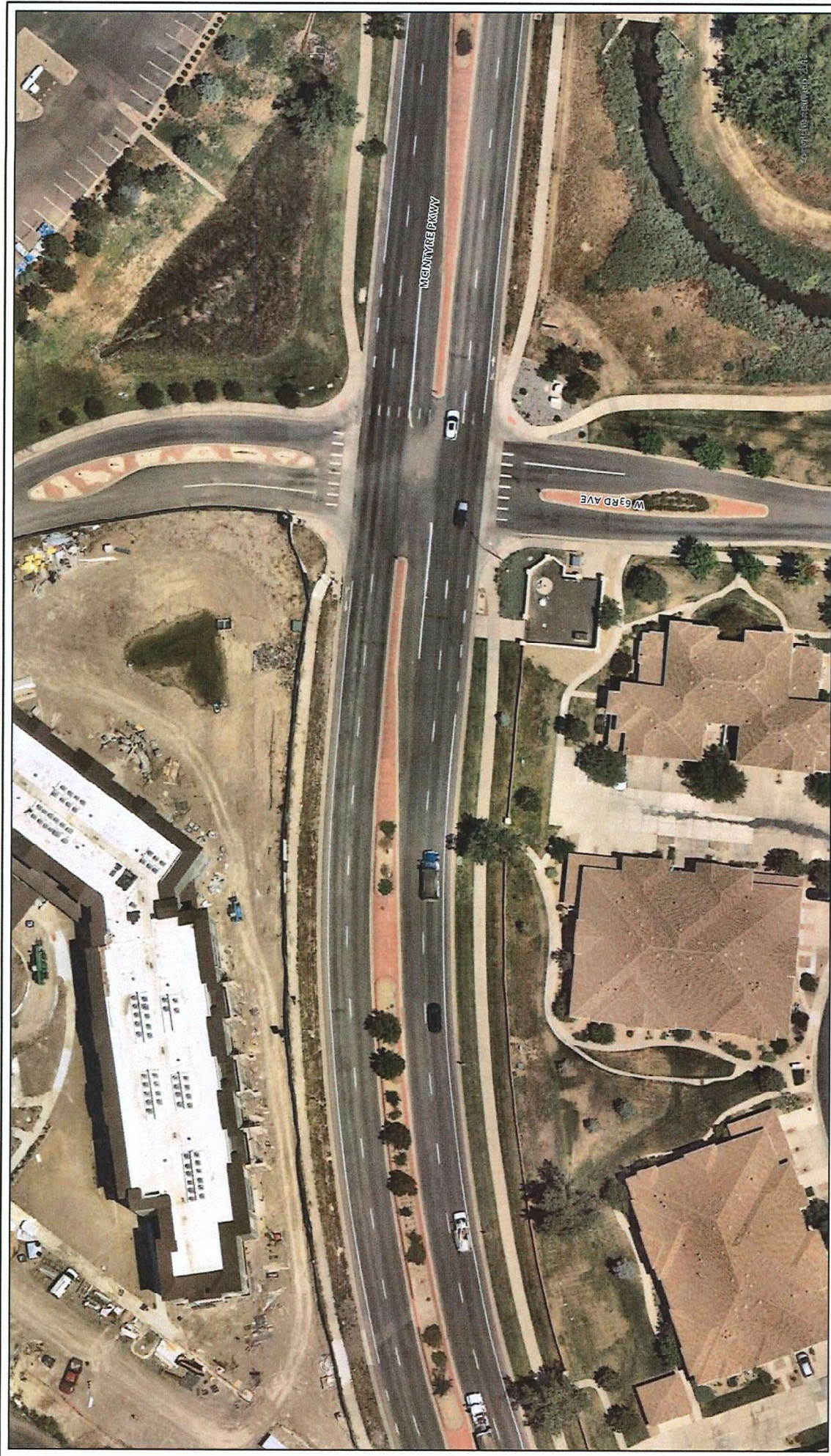
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DATE: 10/17/2023

AERIAL: 2023

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24ST01C - AERIALS

SHEET - 9

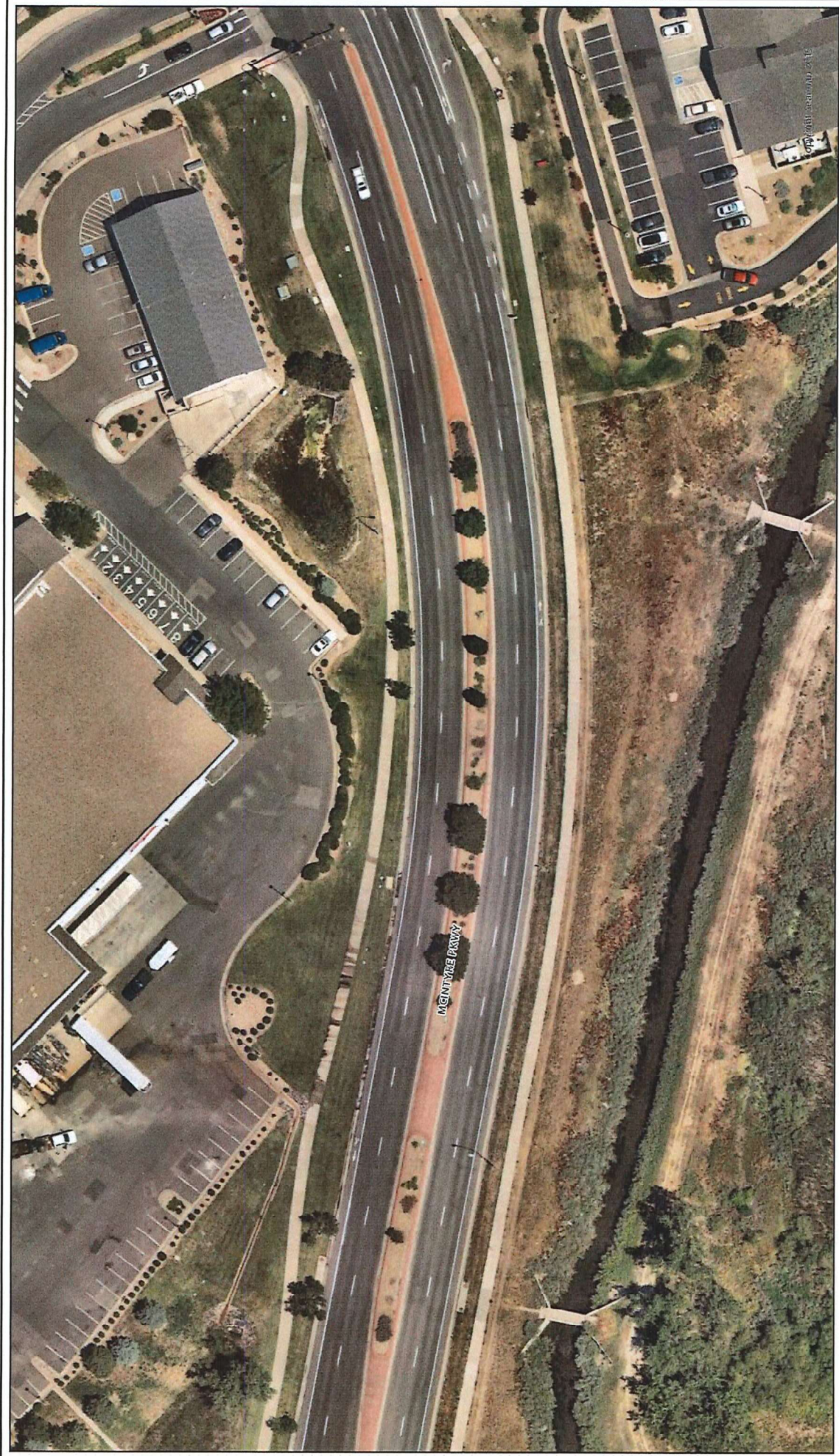
LEGEND

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DATE: 10/17/2023

AERIAL: 2023

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24ST01C - AERIALS
SHEET - 10



LEGEND



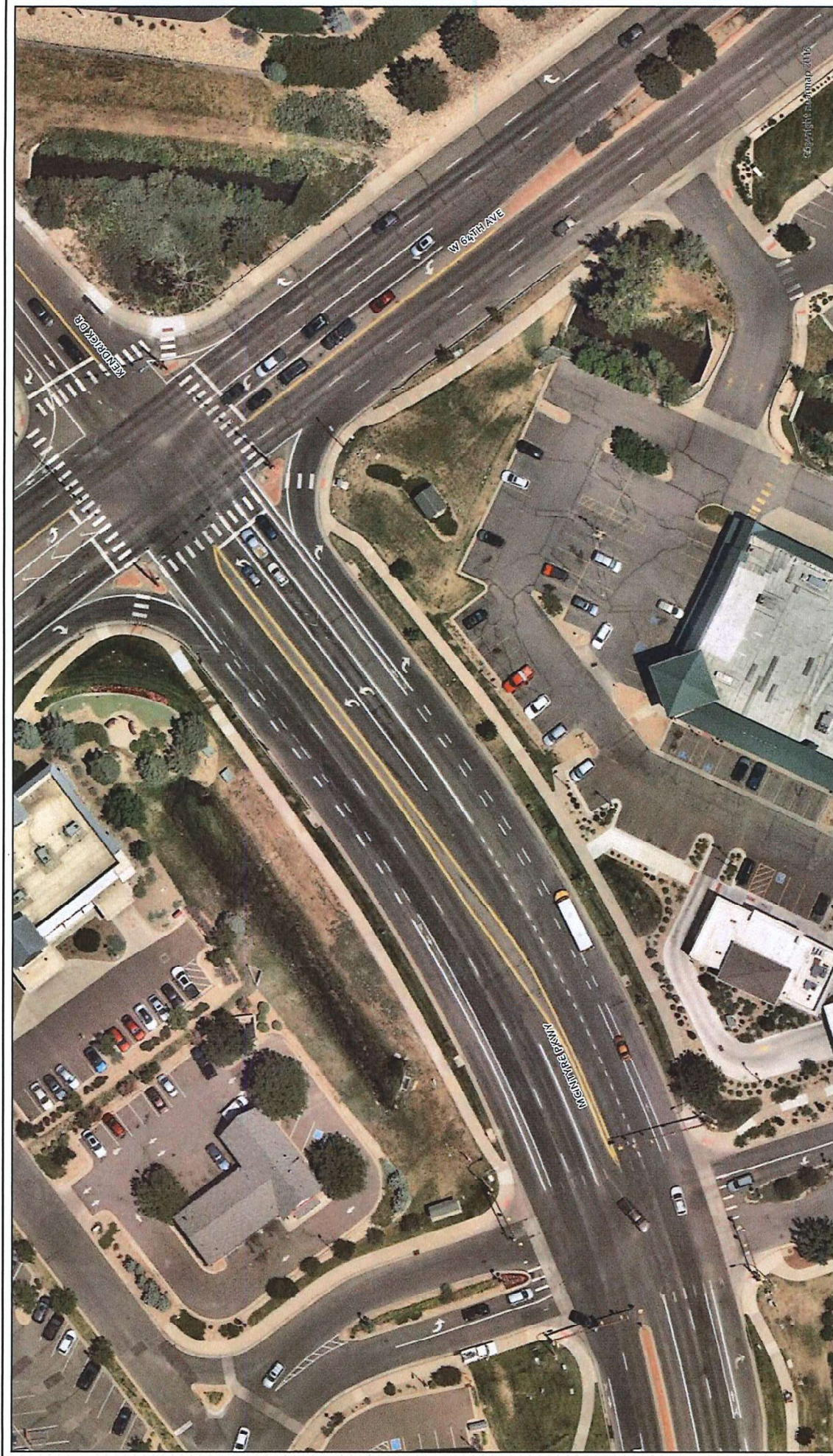
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DATE: 10/17/2023

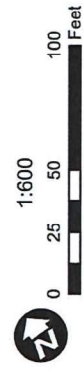
AERIAL: 2023

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DATE: 10/17/2023
AERIAL: 2023

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24ST01C - AERIALS
SHEET - 11

LEGEND

CITY OF ARVADA



24ST01C - AERIALS
SHEET - 12



LEGEND

DATE: 10/17/2023

AERIAL: 2023

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24ST01C - AERIALS

SHEET - 13

LEGEND

ARVADA

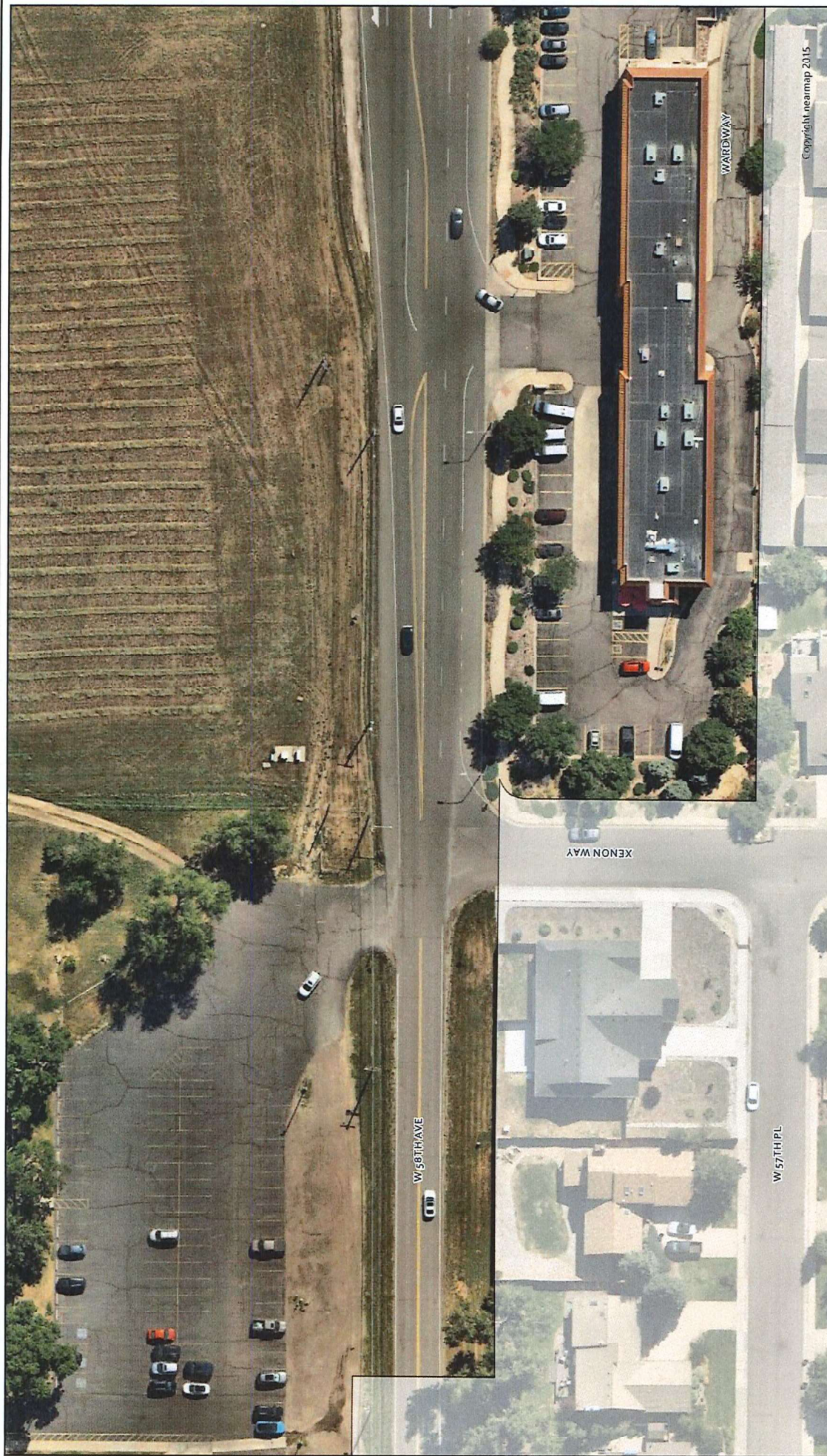
DATE: 10/17/2023

SCALE: 1:600

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AERIAL: 2023

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24ST01C - AERIALS
SHEET - 1

DATE: 10/17/2023

AERIAL: 2023





24ST01C - AERIALS SHEET - 3



LEGEND



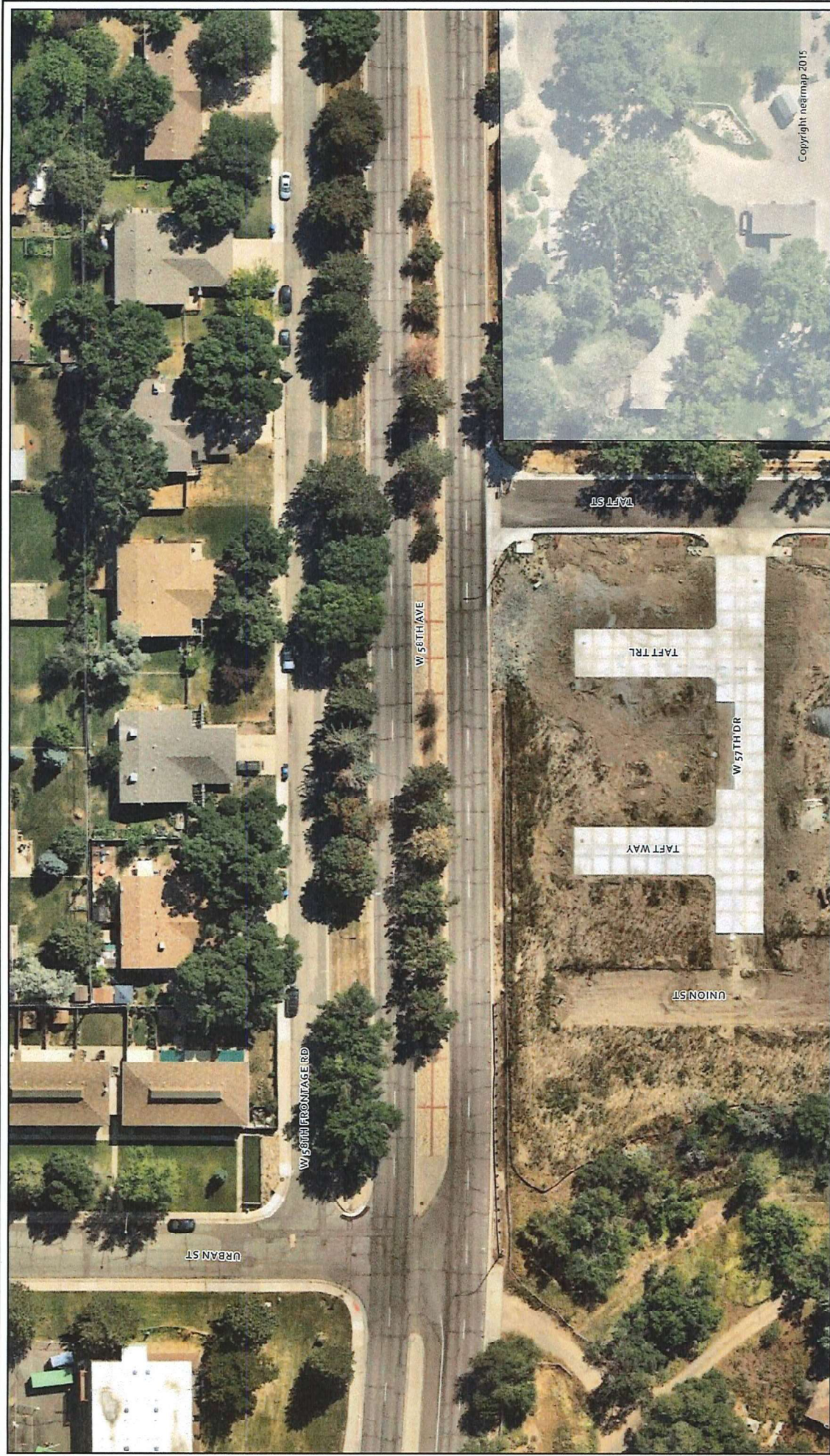
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DATE: 10/17/2023

AERIAL: 2023

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24ST01C - AERIALS
SHEET - 4

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1:600

100 Feet

DATE: 10/17/2023

AERIAL: 2023

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BID SCHEDULE

City of Arvada Bid # 23-PW-100 (Project # 24-ST-01C)
2024 Pavement Resurfacing Phase 1



Contractor

Date

Prepared By

BASE BID

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
Roadway Items					
1	3" Full Width Milling	66,293	SY		\$0.00
2	SG-75 PG-64-22 Patching	1,167	Tons		\$0.00
3	Top Course SMA Paving 1/2" 75 Gyr 76-28	11,678	Tons		\$0.00
4	Adjust Manholes	34	EA		\$0.00
5	Adjust Valve or Range Box	13	EA		\$0.00
6	Cleanout Valve or Range Box	13	EA		\$0.00
Pavement Markings					
7	Temporary Pavement Markings	1	LS		\$0.00
8	Epoxy Pavement Marking	427	GAL		\$0.00
9	Epoxy Pavement Marking Mobilization	2	EA		\$0.00
10	Inlayed Thermoplastic (Crosswalk, Stop Bar)	3,776	SF		\$0.00
11	Inlayed Thermoplastic (Turn Arrow)	38	EA		\$0.00
12	Inlayed Thermoplastic (Lane Reduction Arrow)	6	EA		\$0.00
13	Inlayed Thermoplastic (Sharrow)	20	EA		\$0.00
14	Inlayed Preformed Thermoplastic (Bike Symbol)	6	EA		\$0.00
Traffic Control					
15	Portable Variable Message Sign	6	EA		\$0.00
16	Traffic Control Management	55	DAY		\$0.00
17	Flagging	2,970	HR		\$0.00
18	Uniformed Traffic Control	600	HR		\$0.00
19	Uniformed Traffic Control Vehicle	600	HR		\$0.00
Lump Sum Items					
20	Traffic Control Devices	1	LS		\$0.00
21	Stormwater Management/Erosion Control	1	LS		\$0.00
22	Citizen Notification, Adjacent Property Owners	1	LS		\$0.00
23	Mobilization	1	LS		\$0.00
24	Minor Contract Revisions	1	LS	\$200,000.00	\$200,000.00
BASE BID				TOTAL	\$200,000.00
ALTERNATE					
25	Edge Milling	2,000	SY		\$0.00
26	Stabilization Material	235	Ton		\$0.00
27	Top Course HMA Paving (Grading SX) (75) PG 64-22	15,000	Ton		\$0.00
28	HMA Patching	200	Ton		\$0.00

ALTERNATE

TOTAL

\$0.00

BASE BID + ALTERNATE

TOTAL

\$200,000.00

* City of Arvada Measurement and Basis of Payment number and/Project Special Provisions and/or modified detail
Payment will be based upon actual quantities performed



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR BID ADDENDUM No. 1

Proposal #: 23-PW-100

Title: 2024 Pavement Resurfacing – Phase I

RFP Issued: 11/3/23

Addendum #: **1**

Today's Date: XX/XX/XXXX

Proposals Due By: 12/07/2023 **2:00 PM** MDT (NO CHANGE)

Questions Deadline: 11/28/2023 **2:00 PM** MDT (NO CHANGE)

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM.

The following clarifications are provided to be incorporated into the Request for Proposals.
All other information shall remain unchanged.

1. **Clarification item** – revised Bid schedule is attached – Locked cells to not change.
2. **Questions/Answers:**



CITY OF ARVADA

PURCHASING DIVISION

FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869

PHONE: 720-898-7099

REQUEST FOR BID- ADDENDUM No. 2

Proposal #: 23-PW-100
Title: 2024 Pavement Resurfacing Phase 1
Addendum #: 2
Today's Date: 12/4/2023

The following page has Questions & Answers that are provided to be incorporated into the CSB
All other information shall remain unchanged.

Questions & Answers - 1

Project 23-PW-100 - 2024 Pavement Resurfacing Program - Phase I
Buying Organization City of Arvada

No	Question/Answer	Question Date
Q1	Question: Bid Submittals The submittal checklist on page 31 of the bid packet asks for submittal of a Performance Measures Form. Please provide the form and/or instructions. It also asks for an implementation timeline and warranties. Please explain what is required to be submitted for those. Thank you. Answer: 1. Disregard the Performance Measures in the Checklist. The City will monitor performance during contract period - Refer to Special Terms and Conditions for bidders item 20 on page 7. 1a. Disregard the Submit Implementation timeline and warranties. The City will work with the awarded contractor regarding scheduling and timeline. Refer to Special Provisions and Conditions SC-6 - Work Schedule on page 10 and SC-16 - Project Warranty Period on Page 11	11/27/2023
Q2	Question: Prior Phase 1 Bid Tabulations Can the City provide bid tabulations from the prior Phase 1 pavement resurfacing program. Answer: Yes. Please see Attachment 21-ST-01 Bid Comparison Sheet	11/28/2023
Q3	Question: Manhole / Water valve adjustment Does the City require the manholes and water valves to be lowered prior to the milling operations? Or, is ramping around the utility is sufficient after the milling is done? Answer: After milling is complete, temporary material for ramping is acceptable. Temporary material is to be removed before paving. Refer to Special Provisions and Conditions SC-19 Manhole, Valve Box, and Survey Range Box Adjustments	11/28/2023
Q4	Question: Asphalt Alternate During the prebid meeting it was mentioned that the alternate HMA Paving item may be used for leveling as needed as well as for additional areas at unknown locations or street categories. In order to get fair and competitive pricing for these two separate applications (leveling and paving) I would suggest adding an alternative item for leveling course (1000 tons should be ample) as the nature of this work is very different than typical overlay work. Also if clarification as to what type of street the additional paving would be on (Local, Collector or Arterial) this would also help as the working hours are different on local streets vs Arterials and Collectors and significantly impacts the production costs. The final component that will affect the cost is location, as this is directly related to trucking costs. If some proposed areas with approximate quantities could be provided this will certainly help with cost estimates. Answer: The streets referenced in the bid proposal for construction in 2024 are classified as Arterials. The reference during the prebid meeting clarifying the alternate bid items was related to the option to renew. Refer to Special Provisions and Conditions SC-11 Option to Renew for Subsequent Years (with Price Adjustments Allowed), SC-12 Locations and Summary of Approximate Quantities and SC-13 Minor Contract Revisions on Page 11.	11/28/2023
Q5	Question: Working Hours What are the working hours for the night work option? Answer: Refer to Special Provisions and Conditions SC-9 City Holidays on Page 9 as it relates to holiday and night work. An approval process would be required with the awarded Contractor.	11/28/2023

No	Question/Answer	Question Date
Q6	Question: Working Hours Can you confirm the two streets in this proposal is deemed as Arterial Streets and the working hours is from 8:30 AM to 3:30 PM Answer: The Streets as referenced in the bid proposal for construction in 2024 are classified as Arterials. Refer to Special Provisions and Conditions SC-35 - Work Hours and Street Closure Restrictions on Page 22 and the current Engineering Code of Standards and Specifications for Design and Construction of Public Improvements.	11/28/2023

Exhibit B

An Agreement By And Between The City Of Arvada And
APC Construction Co. For 2024 Phase 1 Pavement
Resurfacing Program, Project No. 24-St-01c, In An Amount Not
To Exceed \$3,912,903.05

BID BOND

We, the undersigned Oldcastle SW Group, Inc. dba APC Construction Co. as Principal,
and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto the City of
Arvada, Colorado, in the penal sum of Five Percent of Amount Bid (5%) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of
City of Arvada **Bid # 23-PW-100 (Project No. 24-ST-01C)**

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.

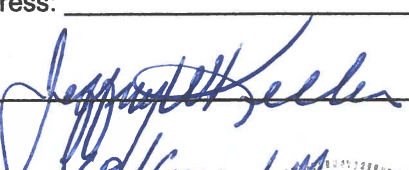
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does
hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 16th day of November, 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: Oldcastle SW Group, Inc. dba APC Construction Co.

Address: 14802 W 44th Ave, Golden, CO 80403-1824

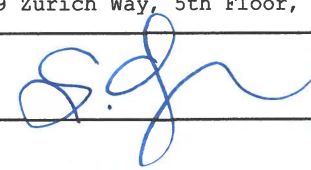
By: 

Title: VP/General Manager

**SURETY**

Fidelity and Deposit Company of Maryland

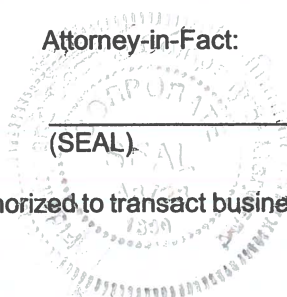
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

By: 

Title: Stephanie Gross, Attorney-in-Fact

Attorney-in-Fact:

(SEAL)



NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be
acceptable to the City.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephanie Gross, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of September, A.D. 2023.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Robert D. Murray
Vice President



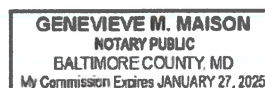
By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of November, 2023.



A handwritten signature in dark ink, appearing to read "T. O. McClellan", written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



BID SCHEDULE

City of Arvada Bid # 23-PW-100 (Project # 24-ST-01C)
2024 Pavement Resurfacing Phase 1



Oldcastle SW Group, Inc. dba APC Construction Co. 12/7/2023

Contractor

Date

Brandon Shafer

Prepared By

BASE BID

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
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1	3" Full Width Milling	66,293	SY	\$3.45	\$228,710.85
2	SG-75 PG-64-22 Patching	1,167	Tons	\$150.00	\$175,050.00
3	Top Course SMA Paving 1/2" 75 Gyr 76-28	11,678	Tons	\$119.50	\$1,395,521.00
4	Adjust Manholes	34	EA	\$175.00	\$5,950.00
5	Adjust Valve or Range Box	13	EA	\$75.00	\$975.00
6	Cleanout Valve or Range Box	13	EA	\$115.00	\$1,495.00
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7	Temporary Pavement Markings	1	LS	\$68,000.00	\$68,000.00
8	Epoxy Pavement Marking	427	GAL	\$137.00	\$58,499.00
9	Epoxy Pavement Marking Mobilization	2	EA	\$5,100.00	\$10,200.00
10	Inlayed Thermoplastic (Crosswalk, Stop Bar)	3,776	SF	\$13.70	\$51,731.20
11	Inlayed Thermoplastic (Turn Arrow)	38	EA	\$380.00	\$14,440.00
12	Inlayed Thermoplastic (Lane Reduction Arrow)	6	EA	\$861.00	\$5,166.00
13	Inlayed Thermoplastic (Sharrow)	20	EA	\$355.00	\$7,100.00
14	Inlayed Preformed Thermoplastic (Bike Symbol)	6	EA	\$406.00	\$2,436.00
Traffic Control					
15	Portable Variable Message Sign	6	EA	\$4,265.00	\$25,590.00
16	Traffic Control Management	55	DAY	\$904.00	\$49,720.00
17	Flagging	2,970	HR	\$37.70	\$111,969.00
18	Uniformed Traffic Control	600	HR	\$108.00	\$64,800.00
19	Uniformed Traffic Control Vehicle	600	HR	\$31.00	\$18,600.00
Lump Sum Items					
20	Traffic Control Devices	1	LS	\$30,000.00	\$30,000.00
21	Stormwater Management/Erosion Control	1	LS	\$6,000.00	\$6,000.00
22	Citizen Notification, Adjacent Property Owners	1	LS	\$4,000.00	\$4,000.00
23	Mobilization	1	LS	\$57,000.00	\$57,000.00
24	Minor Contract Revisions	1	LS	\$200,000.00	\$200,000.00
BASE BID				TOTAL	\$2,592,953.05
ALTERNATE					
25	Edge Milling	2,000	SY	\$2.35	\$4,700.00
26	Stabilization Material	235	Ton	\$50.00	\$11,750.00
27	Top Course HMA Paving (Grading SX) (75) PG 64-22	15,000	Ton	\$84.90	\$1,273,500.00
28	HMA Patching	200	Ton	\$150.00	\$30,000.00

ALTERNATE

TOTAL \$1,319,950.00

BASE BID + ALTERNATE

TOTAL \$3,912,903.05

* City of Arvada Measurement and Basis of Payment number and/Project Special Provisions and/or modified detail
Payment will be based upon actual quantities performed

BID PROPOSAL

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

FROM: Oldcastle SW Group, Inc. dba APC Construction Co. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of **Bid # 23-PW-100 (Project No. 24-ST-01C)** entitled **2024 Pavement Resurfacing Phase I** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of Addendum Nos. 1-2 Initials: [Signature] [Signature]

Bidder states that their:

Major Material Suppliers are:

SUNCOR

Material They Will Supply

ASPHALT CEMENT BINDER

Major Subcontractors are:

AAA BARRICADE
ROADSAFE TRAFFIC SYSTEMS

Work They Will Perform

TRAFFIC CONTROL
PAVEMENT MARKING

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **150** 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 May 2024. 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 \$ 3,912,903.05

SUBMITTED BY:

Company Name: Oldcastle SW Group, Inc. dba APC Construction Co.

Contact Names: Brandon Shafer

Address: 14802 W. 44th Ave. Golden, CO 80403

Phone: (303) 996-7227 Email(s): bshafer@apc.us.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]
Signature of Authorized Agent

12/7/2023
Date

84-0449536

FEIN

Jeffrey W. Keller

Typed/Printed Name of Agent

Vice President / General Manager
Title of Agent

jeff.keller@apc.us.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.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid 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 Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, ~~Performance Measures~~ ^{N/A PER ATTENDUM} Form, and any other attachments requested.

~~N/A~~ Submit implementation timeline and warranties, if applicable. — ~~N/A~~ PER ATTENDUM

- ☒ 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 [Signature] #2 [Signature] #3 _____

REFERENCES:

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

Name: City of Louisville Street Resurfacing Contact Person: Geoff Nettleton

Address: 749 Main Street, Louisville, CO 80027

Telephone No: 303-335-4603 Email: _____

Describe type of work/service performed or items supplied: Mill and Overlay

Name: City of Boulder Resurfacing Contact Person: James Smith

Address: 1136 Alpine, Boulder, CO 80306

Telephone No: 303-895-6438 Email: _____

Describe type of work/service performed or items supplied: Mill and Overlay

Name: City of Arvada Resurfacing Contact Person: Keith Bohan

Address: 8101 Ralston Road, Arvada, CO 80002

Telephone No: 720-898-7730 Email: _____

Describe type of work/service performed or items supplied: Mill and Overlay



MUNICIPAL CONTRACTOR'S LICENSE CONTRACTOR RIGHT OF WAY AEC9783

CONTRACTOR INFORMATION

OLDCASTLE SW GROUP dba APC CONSTRUCTION
2273 RIVER ROAD
GRAND JUNCTION CO 81505

LICENSE INFORMATION

Expiration: 5/11/2024

License Grades: MUNICIPAL GENERAL CONTRACTOR

Authorized Signers: JEFFREY KELLER KYLE ALPHA DOROTHY FEIL TOM DAVISSON DEBORAH ELLIOTT

Fee	Paid Amount	Paid Date
\$210.00	\$210.00	5/11/2023

Jenny Wolfschlag, P.E.
City Engineering

Contractor's Responsibilities:

***Notes Regarding Permits:

License and Permit: Municipal General Contractor License holder is the sole responsible party accountable for the work performed by subcontractors and is responsible for compliance with all city codes, specifications, and approved construction drawings.

Permittee: The municipal General Contractor is responsible for applying for and managing the permit. Subcontractors will perform their portion of the larger project under the supervision of the Municipal General Contractor and will no longer be required to obtain a separate city license or permit.

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

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

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

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

New Streets: If the street, or last maintenance of the street, is less than 3 years old, the contractor must have approval through the Public Works Director to cut the street in accordance with Arvada Code 78-308. If the street, or last maintenance of the street is between 4 and 5 years old, the required restoration work must be completed within 7 days in accordance with Arvada Code 78-307.

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



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee

Report in Brief

PRESENTER: Enessa Janes, Director of Vibrant Community and Neighborhoods

On July 15, 1996, the Arvada City Council established the Arvada Park Advisory Committee. City Council amended the Committee on December 18, 2023, via Resolution No. R 23-120, whereby City Council directed the Committee to absorb the duties of the Golf Advisory Committee, and expand its membership by two additional members. Additionally, given the more than 26 years that have passed since its establishment, City Council wishes to revise certain aspects of the Committee and re-establish its objectives, membership, and purpose to include recreation matters more broadly (including golf).

The Arvada team recommends that the City Council approve R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee.

Financial Impact

There is no impact to the City associated with the approval of this resolution.

Background

The Arvada Parks Advisory Committee (the Committee) was established by the Arvada City Council on July 15, 2006. The APAC bylaws and rules of procedure have been adopted by City Council to guide and govern the Arvada Park Advisory Committee. The purpose of the Committee as established by the City Council is as follows:

- a. To advise and make informed recommendations to City Council on both future and immediate park related projects, land acquisition, modifications to recreational facilities, golf courses, park and trail development and redevelopment, and other related issues.
- b. To participate in the implementation of and revisions to the City of Arvada Parks, Open Space and Trails Master Plan within the framework of the City's Comprehensive Plan.
- c. To function as a forum where citizens can voice concerns or share ideas about matters related to parks and recreation.
- d. To support City staff with applications to grant programs including, but not limited to, Jefferson County Open Space, the National Recreation and Parks Association, and Adams County Open Space.

Discussion

Advisory committee bylaws, such as the updated Arvada Parks Advisory Committee (APAC) bylaws, are procedural rules to guide a committee. Consistency is desirable in that regard. The updated APAC bylaws reflect City Council direction to increase the size of the committee and to expressly incorporate golf and recreation into the committee's scope. Additionally, updates have been made to the APAC bylaws to ensure the committee is consistent with other recently formed advisory committees and to accurately reflect the APAC purpose and duties as a council-appointed advisory committee.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

The Arvada Parks Advisory Committee met on January 10, 2024 to review the updated bylaws. The committee is supportive of the proposed bylaws changes provided to City Council with this agenda item.

Strategic Alignment

This work supports the Vibrant Community and Neighborhoods Priority Area of the City Council Strategic Plan and the following Strategic Result:

"By 12/23, complete strategic investments and initiatives to ensure parks, trails, open space and amenities are in alignment with our diverse, changing and growing community."

Alternative Courses of Action

- Alternative No. 1: Approve R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee.
- Alternative No. 2: Do not approve R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee.

Suggested Motion:

I move that R24-016, A Resolution Revising and Re-Establishing The Arvada Park Advisory Committee, 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	1/17/2024
Bryan Archer, Director of Finance	1/17/2024
Gail Walker, Legal Specialist-Contracts	1/22/2024
Kylie Justus, Assistant City Attorney	1/22/2024
Rachel Morris, City Attorney	1/23/2024
Don Wick, Deputy City Manager	1/23/2024
Lorie Gillis, City Manager	1/24/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 24-016

A RESOLUTION REVISING AND RE-ESTABLISHING THE ARVADA PARK ADVISORY COMMITTEE

WHEREAS, on July 15, 1996, by Resolution No. R 96-099 (the “Establishing Resolution”), the Arvada City Council established the Arvada Park Advisory Committee (the “Committee”); and

WHEREAS, City Council has amended the Establishing Resolution three times in order to increase the number of Committee members and set membership terms (*see* Resolution Nos. R 96-132; 01-120; 02-106); and

WHEREAS, City Council further amended the Committee on December 18, 2023, via Resolution No. R 23-120, whereby City Council directed the Committee to absorb the duties of the Golf Advisory Committee, expand its membership by two additional members, and

WHEREAS, given the more than 26 years that have passed since its establishment, City Council wishes to revise certain aspects of the Committee and re-establish its objectives, membership, and purpose.

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

Section 1. The Establishing Resolution and any amendment thereof are hereby replaced and superseded by this Resolution.

Section 2. City Council hereby re-establishes the Committee.

Section 3. The objectives of the Committee shall be as follows:

- a. To advise and make informed recommendations to City Council on both future and immediate park related projects, land acquisition, modifications to recreational facilities, golf courses, park and trail development and redevelopment, and other related issues.
- b. To participate in the implementation of and revisions to the City of Arvada Parks, Open Space and Trails Master Plan within the framework of the City’s Comprehensive Plan.
- c. To function as a forum where citizens can voice concerns or share ideas about matters related to parks and recreation.
- d. To support City staff with applications to grant programs including but not limited to, Jefferson County Open Space, the National Recreation and Parks Association, and Adams County Open Space.

Section 4. The Committee shall consist of eighteen members. There shall be at least three members from each of the four City Council districts of Arvada. City Council shall

seek to appoint members from with diverse interests including representatives of youth and adult recreation or athletic activities, students from Arvada senior high schools, golfers, equestrians, representatives of open space preservation, climate activists, mobility activists, or senior advocacy groups.

Section 5. Members shall serve for terms of up to 3 years (as determined by the City Clerk's Office), such that no more than one-third of members' terms will expire in the same year. All members' terms shall expire on April 30.

Section 6. Committee members shall serve without compensation.

Section 7. The Committee is a citizen-led committee; therefore, no elected officials from the City of Arvada, Apex Park and Recreation District, or Jefferson County shall be appointed as members of the Committee.

Section 8. The Committee shall perform its duties until City Council terminates the Committee. All members of the Committee may be removed by City Council in accordance with Sec. 2-78 of the Arvada City Code. Vacancies shall be filled by City Council.

Section 9. All meetings of the Committee shall be open to the public and provide the public with reasonable opportunity to participate.

Section 10. City Council approves the attached *Bylaws and Rules of Procedure of the Arvada Park Advisory Committee* to govern and guide the Committee. The bylaws may only be amended through a resolution approved by a majority vote of City Council.

Section 11. The Committee shall be advisory only and shall not direct staff.

Section 12. Committee members must abide by the code of ethics outlined in the Arvada City Code, Chapter 2, Article VIII, Division 2. Committee members must abide by all federal, state, and local laws. Committee members must adhere to Arvada's Mission, Vision, and Values. Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sexual orientation, or veteran status in any of their activities or operations.

Section 13. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 5th day of February, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

BYLAWS AND RULES OF PROCEDURE OF THE ARVADA PARK ADVISORY COMMITTEE

ARTICLE I - NAME AND PURPOSE

Section 1. These bylaws and rules of procedure have been adopted by City Council to guide and govern the Arvada Park Advisory Committee.

Section 2. This committee shall be known as the Arvada Park Advisory Committee (the "Committee") as established by resolution (Resolution No. R 24-016).

Section 3. The purpose of the Committee as established by the City Council is as follows:

- a. To advise and make informed recommendations to City Council on both future and immediate park related projects, land acquisition, modifications to recreational facilities, golf courses, park and trail development and redevelopment, and other related issues.
- b. To participate in the implementation of and revisions to the City of Arvada Parks, Open Space and Trails Master Plan within the framework of the City's Comprehensive Plan.
- c. To function as a forum where citizens can voice concerns or share ideas about matters related to parks and recreation.
- d. To support City staff with applications to grant programs including but not limited to, Jefferson County Open Space, the National Recreation and Parks Association, and Adams County Open Space.

Section 4. The Committee shall perform its duties until the Committee is terminated by City Council.

ARTICLE II - MEMBERSHIP

Section 1. Eligibility of Membership

- a) The Committee shall be composed of eighteen members who shall serve without compensation.
- b) All Committee members must act in accordance with the city's mission, vision and values and applicable City of Arvada policies of employee conduct.
- c) Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sexual orientation, or veteran status in any of its activities or operations.

- d) There shall be at least three members from each of the four City Council districts of Arvada. City Council shall seek to appoint members from with diverse interests including representatives of youth and adult recreation or athletic activities, students from Arvada senior high schools, golfers, equestrians, representatives of open space preservation, climate activists, mobility activists, or senior advocacy groups.

Section 2. Term of Members.

- a) Members shall serve for terms of up to 3 years (as determined by the Clerk's office) so that no more than one-third of members' terms will expire in the same year. All members' terms expire April 30.

Section 3. Vacancies and Removal

- a) Any Committee member may resign by giving written notice to the Chair of the Committee, who shall notify the staff liaison of the resignation. Such resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Committee by resignation or removal shall be filled, if necessary, by appointment of the City Council.
- b) All members of the Committee shall serve at the pleasure of City Council and may be removed at any time pursuant to Section 2-78(b) of the Arvada City Code which states "All other members of boards, commissions, and committees, except as set forth in subsection (e) of this section, serve on such boards, commissions, and committees at the pleasure of the city council, and may be removed by a vote of the City Council at any time."

Section 4. Attendance

- a) It is the official policy and expectation of the Committee to have its members regularly attend Committee meetings. Regular attendance is vital to conduct the business of the Committee, to have a quorum of the Committee, to have informed Committee members and quality participation, and to respect the time and interest of the public.
- b) If any member of the Committee is absent from any regular meeting, such member shall give the reason for the absence to the Committee Chair and the staff liaison of the Committee. The staff liaison shall keep records of Committee member attendance and whether each absence is excused or unexcused.
- c) Any absence from a Committee meeting due to sickness of a Committee member, the death of a member of the member's family, court subpoena, or absence from the City, shall be considered an excused absence. Other absences may be deemed excused at the discretion of the Chair. All other absences shall be considered unexcused.
- d) If an appointed Committee member has more than four unexcused absences in a calendar year, such Committee member may be excused from the Committee by the Chair. A

replacement representative will be appointed by the City Council as appropriate to fill the Committee member's position.

Section 5. Conflicts of Interest

- a) Participation and voting in Committee business by members of the Committee shall be subject to the requirements and limitations of the City's Code of Ethics, in accordance with the Arvada City Code, Chapter 2, Article VIII, Division 2.

ARTICLE III - MEETINGS

Section 1. A regular monthly meeting of the Committee shall be held on the second Wednesday of each month either virtually or on site at a time designated by affirmative vote of the Committee and posted on the Vibrant Community and Neighborhoods website. The agenda of such meeting shall be sent via email to all Committee members and posted on the City's website at least 24 hours prior to the date of each meeting.

The Chair, absent objection by any member, may cancel meetings for cause, including absence of a quorum, lack of business to conduct or other unforeseeable circumstances. Notice of such cancellation shall be given to the Committee members at least 24 hours in advance of the time of the meeting, if possible.

Section 2. The Chair of the Committee will preside over Committee meetings, and will be voted into this position every year by the other Committee members.

Section 3. Special meetings of the Committee may be held at any time. A call for such meetings shall be issued by the Chair or by the written request of not less than 5 members of the Committee for the purpose of transacting business specifically stated in such call. The notice of the special meeting may be issued by email, by telephone or by mail; but in any event, the purpose of the special meeting shall be stated to each member. No business other than that set forth in the call for the special meeting shall be transacted at the special meeting. A special meeting must be called at least 48 hours prior to the holding of the special meeting.

Section 4. The meetings are open to the public and the committee may invite any director, officer, employee, outside advisor or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.

Section 5. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. A quorum for the transaction of business shall consist of 9 Committee members. It shall be the responsibility of the staff liaison, or in the staff liaison's absence the Chair, to determine whether there is a quorum at each meeting. A representative attending a meeting on a Committee member's behalf shall not count towards a quorum. No official action may be taken by the Committee unless a quorum is present. If a quorum is not present, the meeting must be cancelled, and no business shall take place.

Section 6. All meetings shall be open to the public and properly noticed pursuant to Colorado Open Meetings Law C.R.S. § 24-6-401 *et. seq.* Three or more members are prohibited from meeting and discussing business outside of an open, properly noticed meeting.

Section 7. The Chair and/or Vice-Chair shall cooperatively establish the agenda for each meeting with the staff liaison.

Section 8. Any Board member who has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.

ARTICLE IV - OFFICERS

Section 1. Positions include: Chair, Vice-Chair, Secretary and regular committee members. At the first regular meeting after May 1st each year, a Chair and Vice-Chair shall be elected by majority vote of the Committee. That meeting shall be designated as the Committee's annual meeting.

Section 2. The Chair shall preside at all meetings of the Board. In the event of the absence of the Chair, the Vice-Chair shall preside.

Section 3. The Secretary shall take and keep all minutes of each Committee meeting. Minutes shall be open and inspectable by the public. Meeting minutes will be kept according to the City's retention schedule.

Section 4. A vacancy in the office of Chair shall be filled automatically by the Vice-Chair, and a new Vice-Chair shall be elected at the next regular meeting of the Committee from among the regular members. A vacancy in the office of Vice-Chair shall be filled at the next regular meeting of the Committee by election from among the regular members. The officers so elected shall serve until the next annual meeting.

Section 5. The Deputy Director of Vibrant Community and Neighborhoods or their designee shall be the Committee's staff liaison. The staff liaison shall conduct all official correspondence with the City Manager.

Section 6. Whenever an officer is unable to perform the duties of their office for any reason, the Committee may by a majority vote, delegate the powers and duties of an officer to any other Committee member for the limited purpose of leading or facilitating a meeting.

ARTICLE V - PARLIAMENTARY PROCEDURES

Section 1. Questions of parliamentary procedure not covered by these Bylaws shall be governed by Roberts Rules of Order, Revised Edition.

ARTICLE VI - AMENDMENTS

Section 1. These bylaws may only be amended or modified through a resolution approved by a majority vote of City Council.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40

Report in Brief

City Council action is requested on the attached resolution authorizing an extension on the Agreement Between the City of Arvada and the Arvada Urban Renewal Authority (AURA) to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40 until December 31st 2024.

AURA has made a decision to invest in the community by funding \$3,500,000 for the final design and the construction of streetscape improvements for the Ralston Road project. The purpose of the Ralston Road widening aligns with AURA's mission to enhance the pedestrian realm and create community connectivity. However, due to a delay in the project completion, the agreement needs to be extended to use the allotted streetscape funds.

The Arvada team recommends that the City Council approve R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40.

Financial Impact

No additional financial impact for Capital Improvement Project (CIP) 18-ST-40.

Background

The bond funding for the widening of Ralston Road - Yukon Street to Garrison Street doesn't include the design and construction of streetscape improvements. Therefore, on October 2, 2019, team members from Engineering and Parks had the opportunity to present to AURA board members three different options and potential costs to incorporate streetscape elements into the project. The presentation outlined three options with different level of finishes: \$15M, \$3.5M, and \$2.5M. Ultimately, team members recommended the \$3.5M option because it would include planted medians, which meets City standards, for an arterial corridor.

The streetscape will be beneficial to the City of Arvada, AURA, and the community as a whole by providing the following:

1. Bridging the gap between Ralston Central Park and Olde Town
2. Enhancing the pedestrian functionality

Currently, all the work mentioned in the IGA is ongoing. However, due to delay in the project completion, the city team is requesting to provide an extension to the IGA agreement for the 18-ST-40 project.

Discussion

The streetscape elements in this project will add community amenities to a high priority community project that would have otherwise been omitted due to the lack of funds available within the bond project budget. Approval of the City team's request by the AURA Board demonstrates their commitment to the partnership with the City and their recognition of the importance of

SUBJECT: R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40

PAGE: 2
ITEM: 8.B.1.

the Ralston Road corridor improvements to the community. Due to a delay in the project completion, all the street scape work has been moved to this year and needs extension of the IGA agreement that we currently have for 18-ST-40 project.

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 Infrastructure. Also, these additional improvements are consistent with AURA's goals to enhance and remediate blighted areas of the city.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40.

Suggested Motion:

I move that R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40, be (approved) (rejected)

Prepared by:
Padmini Gudipudi, Civil Engineer III

Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer	1/12/2024
Jacqueline Rhoades, Public Works Director	1/17/2024
Bryan Archer, Director of Finance	1/17/2024
Tammy Hedlund, Legal Specialist	1/18/2024
Kelsy Sargent, Assistant City Attorney	1/18/2024
Rachel Morris, City Attorney	1/23/2024
Don Wick, Deputy City Manager	1/23/2024
Lorie Gillis, City Manager	1/24/2024

SUBJECT: R24-017, A Resolution Authorizing Amendment No. 1 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40

PAGE: 3
ITEM: 8.B.1.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO.24-017

A RESOLUTION AUTHORIZING AMENDMENT NO. 1
TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO
COMPLETE LANDSCAPE IMPROVEMENTS ON RALSTON ROAD – YUKON STREET
TO GARRISON STREET, CITY PROJECT NO. 18-ST-40

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 No. 1, which is in substantially the same form as that attached hereto, by and between the City of Arvada and the Arvada Urban Renewal Authority to extend the term of this intergovernmental agreement regarding the Ralston Road Project until December 31, 2024.

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

APPROVED AND ADOPTED this 5th day of February, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

AMENDMENT NO. 1
TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO
COMPLETE LANDSCAPE IMPROVEMENTS ON RALSTON ROAD – YUKON
STREET TO GARRISON STREET, CITY PROJECT NO. 18-ST-40

1.0 PARTIES. The parties to this Amendment No. 1 are the City of Arvada, a home rule municipal corporation (“Arvada”) and the Arvada Urban Renewal Authority (“AURA”).

2.0 RECITALS AND PURPOSE.

2.1 On or about September 25, 2020, Arvada and AURA entered into an Intergovernmental Agreement whereby AURA would provide \$3,500,000 to fund the design and construction of streetscape for the Ralston Road Project corridor (“the Original Agreement”). The Original Agreement is not attached hereto but is incorporated herein by reference.

2.2 Pursuant to Section 3.0 of the Original Agreement, the term of the agreement is January 1, 2020 through February 2024.

2.3 Pursuant to Section 18.0 of the Original Agreement, either party may seek to amend this Agreement including the Work Plan and budget by providing a written request detailing the terms of the requested amendment. Both Arvada and AURA must approve any amendment for the amendment to take effect.

2.5 The purpose of Amendment No. 1 is to amend Section 3.0 of the Original Agreement to extend the term of the agreement through December 31, 2024 thereby allowing continued contribution by and collaboration with AURA for the Ralston Road Project.

3.0 COMPENSATION. The compensation amount is not being modified under this Amendment No. 1.

4.0 SCOPE OF SERVICES. The scope of services is not being modified under this Amendment No. 1.

5.0 EXTENSION OF TERM. Section 3.0 of the Original Agreement is hereby amended to allow the term of the agreement to be extended until **December 31, 2024**.

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

9.0 SEVERABILITY. If any other provision of this Amendment No. 1 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of

the remaining provisions of this Amendment No. 1 shall continue in full force and effect.

10.0 BINDING AUTHORITY. AURA represents and affirms that the signature page hereof accurately states the full legal name of AURA (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of AURA, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Amendment No. 1 may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

EFFECTIVE this ____ day of _____, 2024.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Lauren Simpson, Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ARVADA URBAN RENEWAL AUTHORITY

Maureen Phair, Executive Director
5603 Yukon St, Suite B
Arvada, Colorado 80002
mphair@arvada.org



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: CB24-002, An Ordinance Retitling, Repealing, and Reenacting Division 2, Expungement of Juvenile Justice Records, of Article IV, Record, of Chapter 58, Municipal Court, of the Arvada City Code (Public Hearing to be set for March 4, 2024 at 6:15 p.m.)

Report in Brief

This ordinance amends the procedure the Arvada Municipal Court must follow in expunging juvenile delinquent records, requiring the court to follow the process and deadlines set forth by the state legislature.

The Arvada team recommends the City Council approve CB24-002, An Ordinance Retitling, Repealing, and Reenacting Division 2, Expungement of Juvenile Justice Records, of Article IV, Record, of Chapter 58, Municipal Court, of the Arvada City Code.

Financial Impact

No financial impact is anticipated.

Background

Although Arvada is a home-rule city, the Arvada municipal court is still governed by Title 13, Article 10 of the Colorado Revised Statutes. This article provides authority and guidance for the establishment of municipal courts, the appointment of judges, potential penalties for code violations, etc. One provision specifically, Colo. Rev. Stat. §13-10-115.5, establishes a process that all municipal courts in the state must follow relating to the expungement of juvenile delinquent records. “Expungement” means the designation of juvenile delinquency records whereby such records are deemed to have never existed. See Colo. Rev. Stat. §19-1-103(63). Once expunged, a juvenile may then lawfully deny that they have ever been charged, convicted, or sentenced in regard to an expunged case. Colo. Rev. Stat. §13-10-115.5(1)(a). State law sets forth the procedure and applicable timelines for expungement of such records, including the types of records and time frame they must be sealed within.

Discussion

The ability to petition for and the process related to the expungement of juvenile delinquent records has been in the Arvada City Code since 1981. The code division capturing expungement was last updated in 1983. State law, however, was amended in 2019 and again in 2021. As the juvenile justice system continues to evolve, so does the need to update Arvada’s ordinances. The proposed changes bring the City Code into compliance with existing state law, while accounting for potential future revisions to Colo. Rev. Stat. §13-10-115.5.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Principle stated as part of the Safe Community section of the City Council's 2020-2025 Strategic Plan: ***"Provides an independent, fair, and impartial justice system that efficiently processes the court docket, renders fair and just decisions, and holds all stakeholders accountable, while providing access to resources and services to reduce recidivism and improve the well-being of defendants."***

Alternative Courses of Action

- 1) Approve the ordinance as written.
- 2) Approve with amendments.
- 3) Deny.

Recommendation for Action

The Arvada team recommends that the City Council approve CB24-002, An Ordinance Retitling, Repealing, and Reenacting Division 2, Expungement of Juvenile Justice Records, of Article IV, Record, of Chapter 58, Municipal Court, of the Arvada City Code approved on first reading, ordered published in full, and public hearing set for March 4, 2024 at 6:15 p.m.

Suggested Motion:

I move that CB24-002, An Ordinance Retitling, Repealing, and Reenacting Division 2, Expungement of Juvenile Justice Records, of Article IV, Record, of Chapter 58, Municipal Court, of the Arvada City Code, be (approved on first reading, ordered published in full, and public hearing set for March 4, 2024 at 6:15 p.m.) (rejected).

Prepared by:

Alyssa Gleinn, Legal Specialist-Prosecution

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	1/17/2024
Janelle Miller, Assistant City Attorney	1/17/2024
Rachel Morris, City Attorney	1/23/2024
Lorie Gillis, City Manager	1/24/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-002
ORDINANCE NO. _____

AN ORDINANCE RETITLING, REPEALING, AND REENACTING DIVISION 2,
EXPUNGEMENT OF JUVENILE JUSTICE RECORDS, OF ARTICLE IV, RECORD, OF
CHAPTER 58, MUNICIPAL COURT, OF THE ARVADA CITY CODE

WHEREAS, section 6 of article XX of the Colorado Constitution grants home rule cities the power to “provide, regulate, conduct and control. . .the creation of municipal courts: the definition and regulation of the jurisdiction, powers and duties thereof”; and

WHEREAS, Title 13, Article 10 of the Colorado Revised Statutes applies to and governs the certain aspects of the operation of municipal courts in the cities of the State of Colorado;

WHEREAS, section 13-10-115.5 of the Colorado Revised Statutes, which provides guidance about the expungement of juvenile delinquent records, was recently revised by the state legislature; and

WHEREAS, the City Council of the City of Arvada wishes to conform the City Code with the state statute to enhance the efficient operations of the Municipal Court.

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

Section 1. Division 2, Expungement of Juvenile Justice Records, of Article IV, Record, of Chapter 58, Municipal Court, of the Arvada City Code is hereby retitled, repealed, and reenacted to read as follows:

“Division 2.

EXPUNGEMENT OF JUVENILE DELINQUENT RECORDS

Sec. 58-131. Expungement of juvenile delinquent records by the municipal court.

- (a) The municipal court shall expunge juvenile delinquent records in accordance with the provisions of C.R.S. §13-10-115.5, as may be amended from time to time.
- (b) For purposes of this section, *juvenile* means a person who is 10 or more years of age but less than 18 years of age.”

Section 2. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared unconstitutional or invalid.

Section 3. This ordinance shall be effective five (5) days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of February, 2024.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: February 8, 2024

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material
Strikethrough indicates deleted material

Division 2.
EXPUNGEMENT OF JUVENILE ~~JUSTICE~~ DELINQUENT RECORDS

Sec. 58-131. Defined. Expungement of juvenile delinquent records by the municipal court.

- (a) The municipal court shall expunge juvenile delinquent records in accordance with the provisions of C.R.S. §13-10-115.5, as may be amended from time to time.
- (b) For purposes of this section, a *juvenile* means a person who is 10 or more years of age but less than 18 years of age.”

~~For purposes of this division, juvenile justice records shall mean all reports, records, and other documents of the municipal court, police department, and city attorney's office pertaining to or arising from the prosecution in municipal court of any person under the age of 18 years on the date of the violation except the following.~~

¶

- ~~(1) Basic identity information maintained by the police department;~~
- ~~(2) Records of traffic offenses; and~~
- ~~(3) Records or statistical compilations which do not identify the defendant by name.~~

¶

Sec. 58-132. Procedure for expungement.

¶

- ~~(a) Upon the request of the defendant, the municipal court shall order the expungement of juvenile justice records pertaining to such person unless it determines that the police department or court has a substantial need for continued access to such records. If expungement is denied because of continued need for access, the court shall set a time when the defendant can reinstate the request for expungement.~~

¶

- ~~(b) The court may order the expungement of such records at any time after acquittal.~~

¶

- ~~(c) In the case of conviction, juvenile justice records shall not be expunged sooner than two years after the defendant's last conviction, excepting traffic violations. No records pertaining to a conviction shall be expunged during the pendency of another charge.~~

¶

Sec. 58-133. Effect of expungement.

¶

~~Upon the order of the court, juvenile justice records shall be destroyed or sealed; and in the case of sealing, shall not thereafter be opened except upon order of the court. If juvenile justice records contain reference to other persons not the subject of an expungement order and are~~

~~deemed necessary by the police department for recordkeeping and/or statistical purposes, the expungement order as to those records may be complied with by obliterating the juvenile's name, address, date of birth, and physical description.~~¶

~~¶~~

~~Sec. 58-134. Advisement.~~¶

~~¶~~

~~In cases where the records may be subject to expungement, the court may so advise the defendant. Failure to give such advisement shall not affect any judgment entered in the case but may be remedied by commencement of expungement proceedings.~~¶

~~¶~~

~~Sec. 58-135. Relationship to state law.~~¶

~~¶~~

~~The provisions of this division shall be deemed supplemental to and shall not supersede any procedure provided by state law for limiting access to or sealing criminal justice records.~~



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: Appointment to Park Advisory Committee

Report in Brief

City Council will make one appointment to the Park Advisory Committee.

I move to **Appoint** Eric Berger to the Park Advisory Committee for a full-term ending April 30, 2027.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 1/22/2024
Laura Hemler, Assistant City Attorney 1/22/2024

Approved by:

Rachel Morris, City Attorney 1/22/2024
Linda Haley, Deputy City Manager 1/22/2024
Lorie Gillis, City Manager 1/24/2024

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.A.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: Affordable Housing Updates

Report in Brief

Presenters: Carrie Espinosa and Sam Bradley

The Housing team will provide the City Council with a brief overview of the grant programs administered by the Housing Division and the Arvada Housing Authority with a specific focus on the team's affordable housing preservation and development activities.

Background

Staff will open the presentation by providing a brief overview of the Housing team's grant programs and services designed to serve extremely low to moderate-income households including the Housing Choice Voucher Program, the Community Development Block Grant, the DOLA Transformational Homelessness Response Grant, Energy Outreach Colorado and housing and homeless navigation services. The presentation will then shift to update the City Council on the affordable housing initiatives, including the new Housing Advisory Committee, the Housing Strategic Plan, the Arvada Housing Authority's Special Limited Partnership deals and the new Arvada Affordable Housing Fund.

Strategic Alignment

This workshop supports the Community and Economic Development Strategic Result to Improve access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

Next Steps

The purpose of this workshop is to update the City Council on the Housing Division's work to address the affordable housing needs of the community. The team welcomes feedback from the City Council regarding these efforts.

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources 1/18/2024

Jessica Garner, Director of Community and Economic Development 1/19/2024

Gail Walker, Legal Specialist-Contracts 1/22/2024

Kylie Justus, Assistant City Attorney

1/22/2024

Linda Haley, Deputy City Manager

1/22/2024

Rachel Morris, City Attorney

1/22/2024

Lorie Gillis, City Manager

1/24/2024

Enclosure, exhibits & attachments required to support the report

Housing Workshop

Community & Economic Development

February 5, 2024



Agenda – Overview of Current Initiatives

- 1. Introductions**
- 2. Current Grants and Services**
 - Community Development Block Grant (CDBG)
 - Services and Assistance
 - Housing Choice Vouchers (HCV)
 - Proposition 123 and Section 115
- 3. Housing Advisory Committee**
- 4. Strategic Plan Update**
 - Background
 - Progress and Anticipated Milestones
- 5. Affordable Housing Development Update:**
 - Definitions
 - 2024 Map and Pipeline
 - Project Overview
 - Special Limited Partnerships
 - Arvada Affordable Housing Fund

2. Community Development Block Grant (CDBG)

- **Definition:**

- Federal grant provided to communities with the intention to support locally led initiatives for housing, suitable living environments, and the expansion of economic opportunities for low- and moderate-income persons
- Arvada Housing Division administers Arvada's CDBG funds

- **Annual Amount:** \$425,000 (approx.)

- **CDBG Grant Primary Uses**

- Essential Home Repair Program
- Human Services Grant Program

2. Services and Assistance

DOLA Transformational Homeless Grant

- \$1.9 million to support homeless initiatives including, but not limited to: street outreach, emergency shelter, and bridge housing

Homeless and Housing Navigation

- Housing Division employs one **Homeless Navigator** that supports regional homeless efforts, OSS, street outreach, and resource navigation.
- Housing Division employs one **Housing Navigator** that identifies permanent housing options for people experiencing homelessness or housing instability and guides them through the leasing and move-in process.

Energy Outreach Colorado

- Program that assists low-income Arvada residents with payments on their energy bills

2. Housing Choice Voucher (HCV) Program

- Administered by the Arvada Housing Authority (AHA)
- 562 vouchers total
- ~\$7 million budget
- Program provides rental subsidies to extremely-low-income and very-low-income households
 - Voucher holder pays 30% of their income as rent to landlord
 - HCVs remain with Voucher Holder if they decide to move
- **Project-Basing HCVs**
 - 20% of HCVs can be Project-Based, meaning they can be attached to a unit instead of a Voucher Holder
 - AHA is starting to award a limited number of vouchers to new Affordable Housing developments
 - These vouchers will be attached to the units and will enhance the rental income generated by that unit, regardless of the household's rent payment
 - Vance Street Flats, Ralston Gardens, and Legacy Senior Residences have 7-8 Project Based Vouchers

2. Proposition 123

Prop 123

- City of Arvada has opted-in for the 2024-2026 Funding Cycle
 - Commitment to:
 - Increase Baseline* by 417 units of affordable housing by December 31, 2026
 - STATUS: +72 for Legacy Senior Residences
 - PROJECTED 2024: +85 for Marshall Street Landing, and +260 for Marshall Pointe
 - Develop a 90-Day Approval Process
 - STATUS: Waiting on more guidance from DOLA
- Programs Available (*CHFA and DOLA are still updating specifics*):
 - Colorado Housing Finance Authority (CHFA):
 - Land Banking
 - Subordinate/Concessionary Debt Programs
 - Tenant Equity Vehicle
 - Department of Local Affairs (DOLA):
 - Affordable Homeownership Programs
 - Homeless and Eviction Prevention Programs
 - Planning Grants

*When it opted-in to Prop 123, each community established how many affordable units already existed there. This number became the Baseline. By opting-in and gaining access to Prop 123 funding, each community committed to increasing this number by 3% per year, or 9% over the 3-year funding cycle.

3. Housing Advisory Committee (HAC)

- Established May of 2023
- In 2023, HAC met for three quarterly meetings and one Special Meeting
- Top Priority established as the Strategic Plan
 - HAC and the City team are exploring numerous strategies, opportunities, and funding sources to be incorporated in the Plan
- New responsibility was established:
 - HAC will help the City Team determine the Priority Criteria for the annual release of the Notice of Funds Available (NOFA) for the Arvada Affordable Housing Fund
 - Priority Criteria will help the Housing Division determine which project to fund
 - Priority Criteria will be determined annually at the Q4 Meeting for the next calendar year

4. Housing Strategic Plan Background

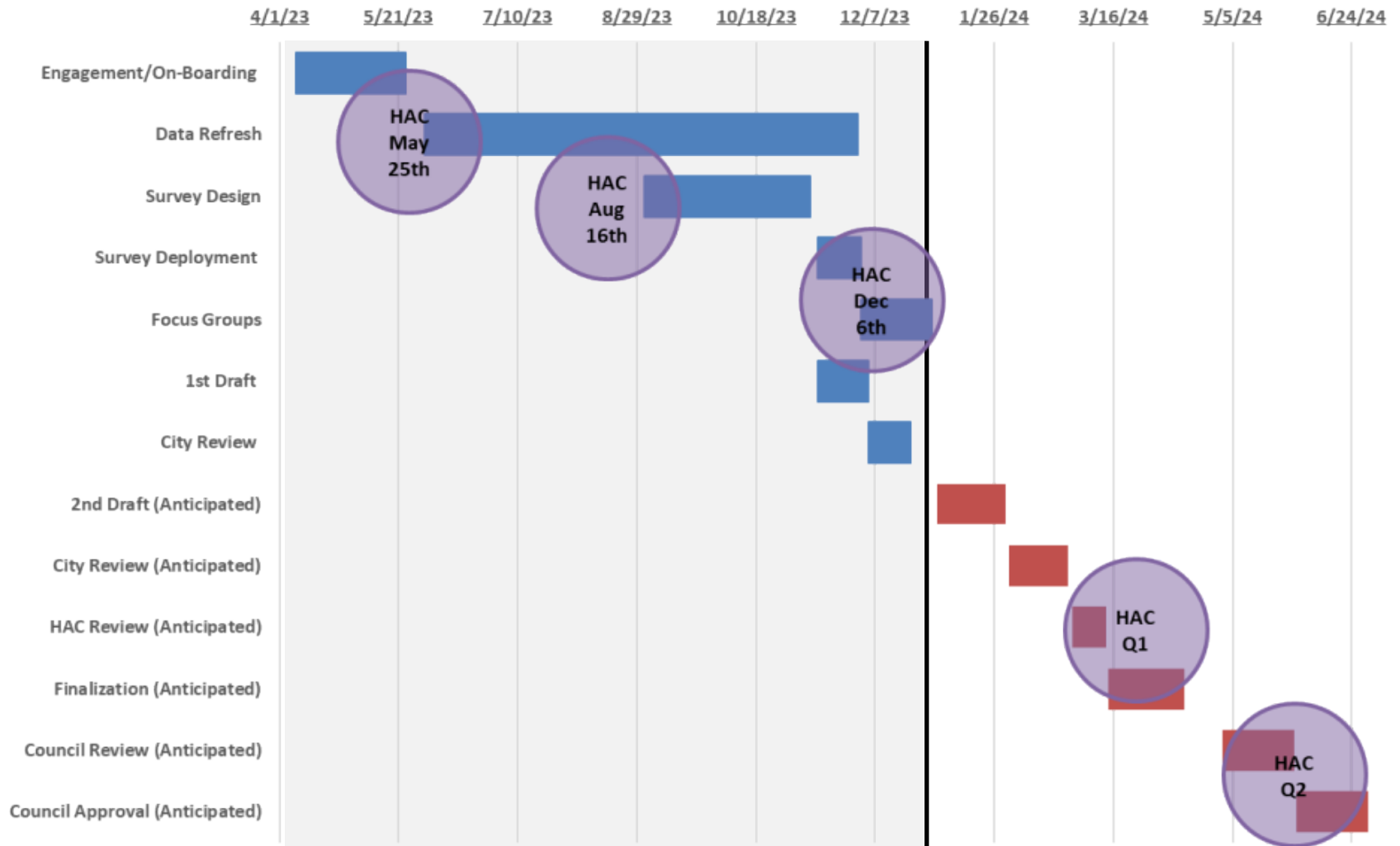
- **Purpose of plan:** Provide the City with evidenced-based data strategies to address housing affordability and inventory concerns. Strategies will target housing needs unique to Arvada and incorporate community feedback and sentiment.
 - Identified as **the top priority** for the HAC
- The Plan will identify specific goals, steps, timing, and benchmarking to help the City take concrete steps towards addressing outstanding housing issues.
- **Budget:** City was awarded a DOLA planning grant to hire Root Policy, the project's consultant, to research and write the Strategic Plan

Upcoming Milestones for Council:

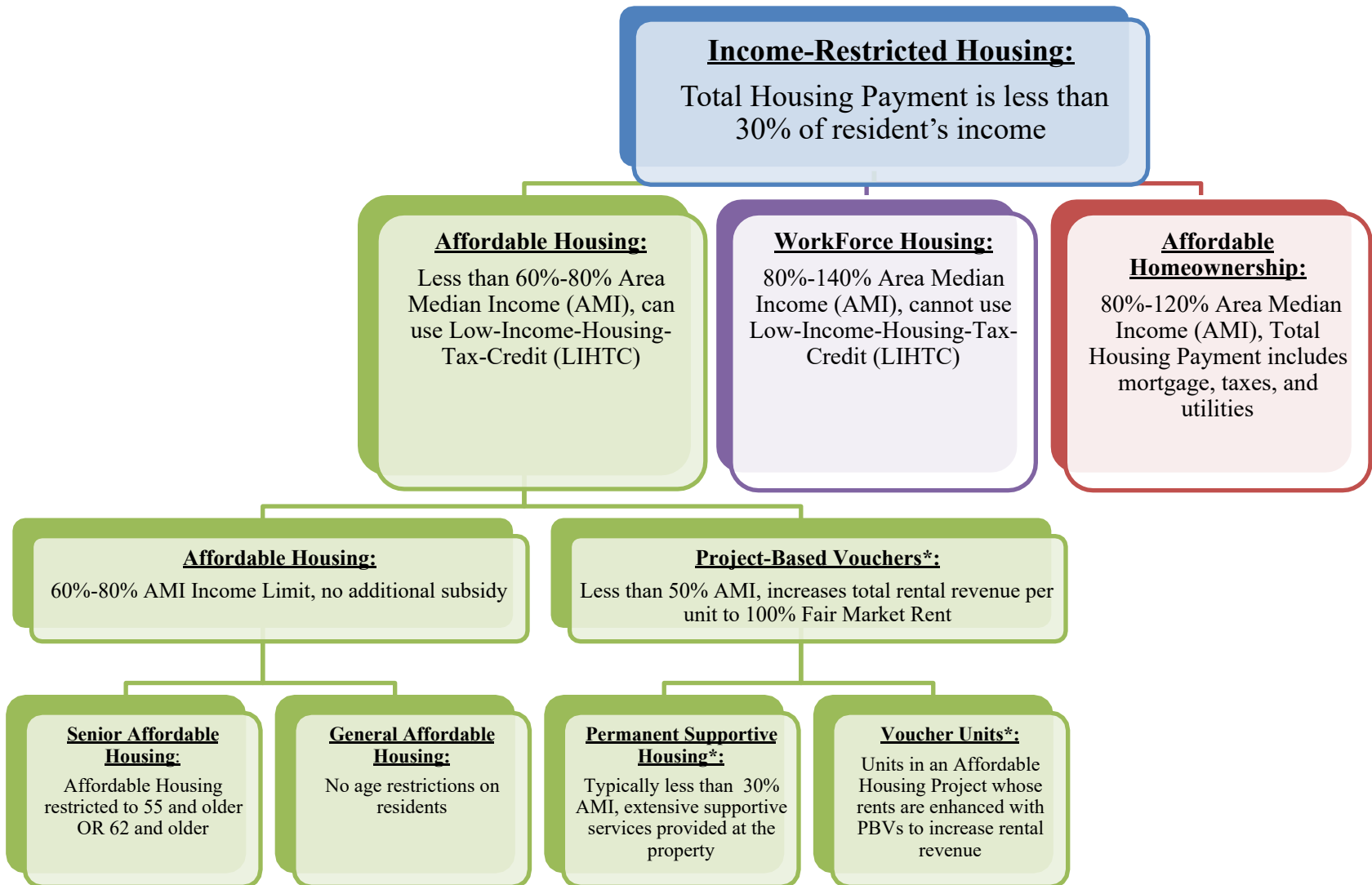
March 25: City Council Workshop

May 2024: Final Plan presented to Council for approval

4. Strategic Plan Update - Progress and Anticipated Milestones



5. Affordable Housing Definitions



*Housing payment is collected only if tenant has an income

5. Affordable Housing Definitions

No-Restrictions:

Total Housing Payment is controlled by the market and is not based on income.

Attainable Housing*:

Market rate housing where the Total Housing Payment is expected to fall broadly within reach of households earning 80%-120% AMI but is not limited to 30% of the household's income.

The units, due to a variety of factors including building type, location, amenities, features, and size are unlikely to be able to command higher rents and selling prices. This is done so by design.

Many Attainable Homes are “missing middle” housing products, such as townhomes, du-, tri-, and quadraplexes and modular builds.

Unlike Affordable Housing, households may need to pay more than 30% of their income as their Total Housing Payment. Additionally, higher income households may choose to purchase these properties, and can do so without restriction.

Naturally Occurring Affordable Housing:

Market Rate units that have a Total Housing Payments less than 30% of the income of a household earning less than 60%-80% AMI.

Housing costs may be depressed for a variety of reasons including age, size, few amenities, may be in a state of disrepair, or be in a neighborhood that has not gone through gentrification.

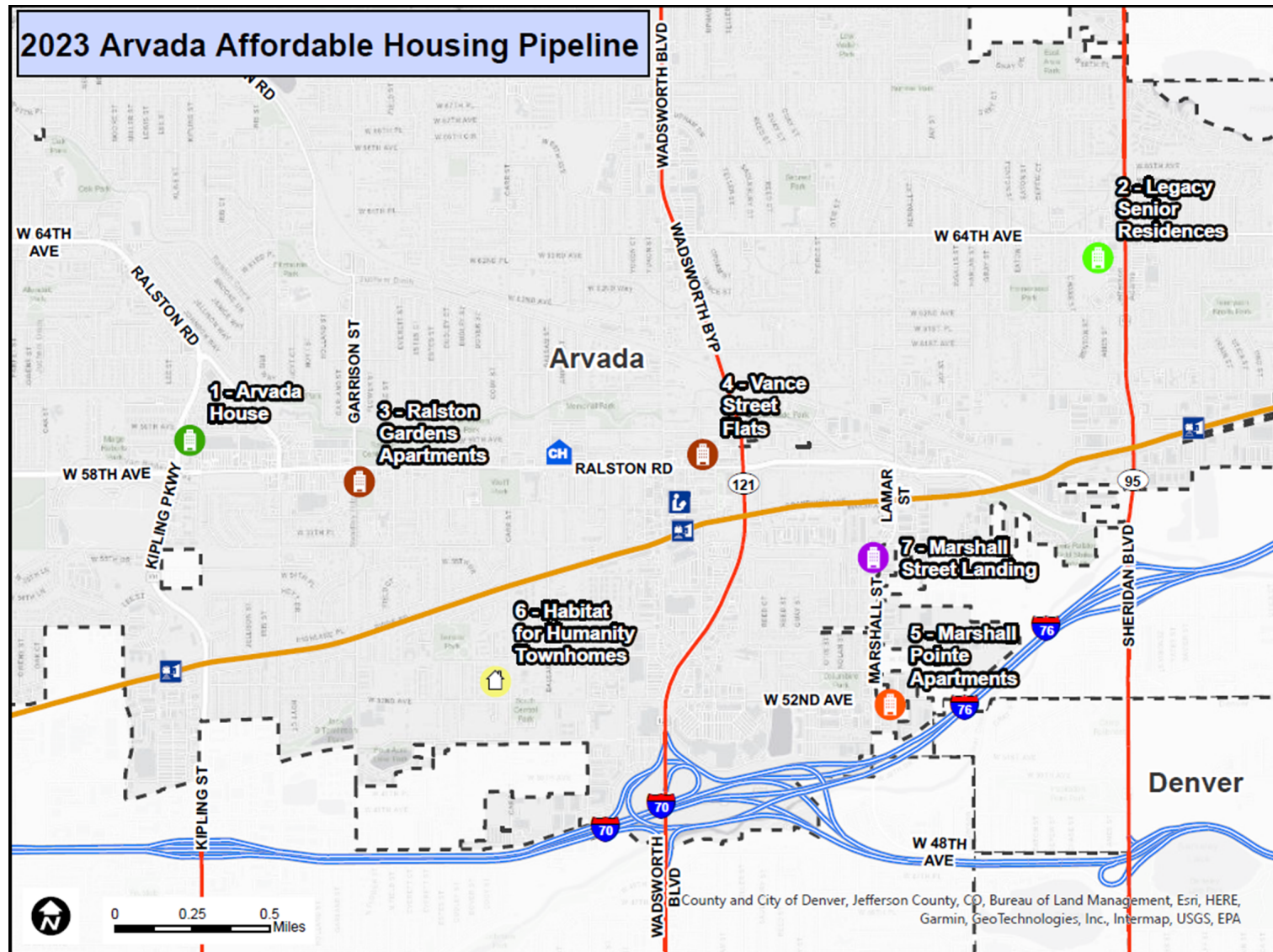
Unlike Affordable Housing, there are no income or payment restrictions on the Total Housing Payment. This means that higher income households may choose to occupy these units. It may also mean that a shift in market conditions, additional investment, or rehabilitation can increase the Total Housing Payment so that the unit can command a higher rent or sales price making it no longer “affordable”.

*Attainable housing has no “official” definition as it is not tied to any Federal or State funding source

5. Affordable Housing – Development Pipeline

Project Name	Development Plan	Type	Units	Status
Arvada House	Rehabilitation	Senior Rental	88	Under Construction
Legacy Senior Residences	100% Affordable New Construction	Senior Rental	72	Under Construction
Ralston Gardens Apartments	100% Affordable, LIHTC, New Construction	Family Rental	102	Under Construction
Vance Street Flats	100% Affordable, LIHTC, New Construction	Family Rental	53	Under Construction
Marshall Pointe Apartments	100% Affordable, LIHTC, New Construction	Family Rental	260	Applying for 2024 LIHTC; PAB funded by CHFA, anticipated to close Q3 2024
Habitat for Humanity Townhomes	For-Sale Townhomes, Less than 100% AMI	Family Homeownership	20	Pre-development, seeking gap financing
Marshall Street Landing	100% Affordable, LIHTC, New Construction	Family Permanent Supportive Housing	85	Fully Funded, Completing Design Review and Permitting

5. Affordable Housing – Map



5. Affordable Housing – Special Limited Partnerships (SLPs)

- Colorado State Law tax exempts projects that include a government entity as their Special Limited Partner (SLP)
- Arvada Housing Authority (AHA)*, through its affiliate Arvada Housing Partner LP, participates as an SLP on Affordable Housing projects in the City
- The AHA charges projects an SLP fee for its participation

2023 Executed SLPs and Fees Collected

1. Sheridan Ridge Restructuring: \$150,000
2. Willow Green Restructuring: \$150,000
3. Legacy Senior Residences: \$125,000*

**Will be collected in increments over the construction period.*

*The Arvada Housing Authority is structured as the Housing Division in the City of Arvada

5. Affordable Housing – Arvada Affordable Housing Fund (AAHF)

- **Initial Funding Source:** \$3,000,000 fund pooled from smaller accounts from old housing-related grants and initiatives
 - Not tax-payer funded
- **2024 Status:** \$840,000 loaned to Senior Legacy Residences, \$850,000 softly committed to Marshall Pointe for withdrawal in 2026
- **Current Revenue Sources:** SLP Fees, interest and principal repayments, other sources will need to be explored
- **Procurement and Awards:** AHA will be releasing an annual Notice of Funding Available (NOFA) where affordable projects in Arvada can apply
 - Loan will be structured as subordinate debt*
 - All awards will be Conditional until the Project is ready to close
 - Final approval of all disbursements will be at the sole discretion of Council
- **HAC Involvement:** City Team has worked extensively with HAC to devise procurement procedures, benchmarks and milestones, and project criteria for the AAHF
 - City Team and HAC will discuss project criteria annually at the 4th Quarter meeting for the next year's funding cycle

*Subordinate debt is a loan that does not occupy first position in the capital stack, and is therefore a lower priority for annual payments, or a pay-off if the property falls into foreclosure.

5. BONUS SLIDE Affordable Housing – AAHF Criteria for 2024

- **Threshold Criteria** — Projects should meet this criteria to be eligible to apply

- Project must demonstrate a plan to yield or rehabilitate income-restricted units;
- Borrowers must demonstrate a feasible repayment plan for the funds;
- All loan distributions will include an interest payment set at a minimum of the Applicable Federal Rate (AFR), but may be higher
- Maximum loan term : 30 years
- Maximum loan amortization: 40 years
- Developer/Applicant Contribution to Permanent Sources
- If Rental: Government entity SLP
- If Acquisition Funding: Property owner accepts a Restrictive Covenant on the land so that it may be used for projects where the majority of the residential units are income-restricted;

- **Priorities** — Projects need not meet these criteria, but will likely be more competitive if they do

- If a Rental: Arvada Housing Partner is the SLP
- Strategic Plan compliant
- New construction or conversion of market rate units to income-restricted
- Lower funding request per unit
- Funds can be released at Conversion/Lease-up instead of Pre-development or Construction
- Funds used as a Bridge or have a short repayment timeline
- “Significant” Developer Contribution to Sources – defined in individual application
- “Shovel-ready”;
 - Properly zoned
 - Fully funded* with award
 - Environmental reporting and permitting process is expected to be complete by time of award
- Applicant provides a proposal for loan terms that are more favorable to Arvada than the minimum terms outlined in the Threshold Criteria

Questions?

Thank you!

Jessica Garner, CED Director
Carrie Espinosa, Housing Manager
Samantha Bradley, Housing
Development Specialist



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.B.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: Emergency Management Overview

Report in Brief

PRESENTER: Nick Adams

The Emergency Management Coordinator will provide an overview of how the emergency management program currently operates in the City. The roles and responsibilities of city staff and elected officials during and after emergencies will be summarized. Current efforts in mitigation, prevention, preparedness, response and recovery will be provided, along with updates to the physical and technological capabilities of the Emergency Operations Center.

Background

The City of Arvada has a long history of incorporating emergency management into everyday operations. The role of emergency management has evolved over time to better suit the threats and hazards facing Arvada. In 2023, the Resilient Management Coordinator position was renamed to the Emergency Management Coordinator with the goal of focusing on improving operational responses during emergencies. The emergency management program overview will inform city leaders of expected responsibilities during emergencies as well as educate leaders on common operating standards across local municipal, county, and state agencies.

Strategic Alignment

This item aligns with Strategic Result SR5, measurable M5A: Develop a municipal resilient strategy to prepare and adapt for the urgent threat of changing environment and resources.

Next Steps

At an upcoming Council study session, the Emergency Management Coordinator will present the FEMA G402 course, Overview for Senior Officials (Executives, Elected, & Appointed)

Prepared by:

Peter Adams, Emergency Management Coordinator

Reviewed by:

Gail Walker, Legal Specialist-Contracts 1/22/2024

Laura Hemler, Assistant City Attorney 1/22/2024

Approved by:

Rachel Morris, City Attorney

1/23/2024

Don Wick, Deputy City Manager 1/23/2024

Lorie Gillis, City Manager 1/24/2024

Enclosure, exhibits & attachments required to support the report

The City of Arvada's Emergency Management Program

By: Nick Adams

Emergency Management Coordinator

February 2024



What is Emergency Management?

The planning for and handling of risks that may impact communities



Who Contributes to Emergency Management



Arvada Emergency Management Capabilities

- **Preparedness** and **Mitigation**

- Jefferson County Hazard Mitigation Plan 2021
- Emergency Operations Plan (EOP) updates
- Mitigation Projects like the Ralston Creek feasibility study or Community Wildfire Protection Plan
- Federal and Local grant applications for mitigation projects
- Training and exercise with staff, external partners, and volunteer organizations like CERT

Arvada Emergency Management Capabilities

- **Response**

- Activate either the primary or back Emergency Operation Center (EOC)
 - Provides operational coordination, resource support, and plans support
- Activate mutual aid agreements or Memorandums of Agreement for services
 - Hazmat Response
 - Donation Management
 - Victim Crisis Services
 - Mass Care
- Activate existing contracts
 - Debris Removal

Arvada Emergency Management Capabilities

- **Recovery**

- City of Arvada Disaster Recovery Plan
- Working through lessons learned from the Marshall Fire to prepared City workflows for large scale rebuilds
- Partnering with volunteer organizations to provide recovery services to residents and businesses
- Working with Jefferson and Adams County offices of emergency management for federal aid in the form of public assistance or individual assistance



Authorities During a Disaster

- Arvada City Code Chapter 26
 - Sec. 26-34 Provides the city manager the authority to declare a civil emergency, emergency, or disaster.
 - Sec. 26-38 Explains the powers upon issuing a declaration
 - Sec. 26-43 Covers duties of emergency manager

City Council's Role

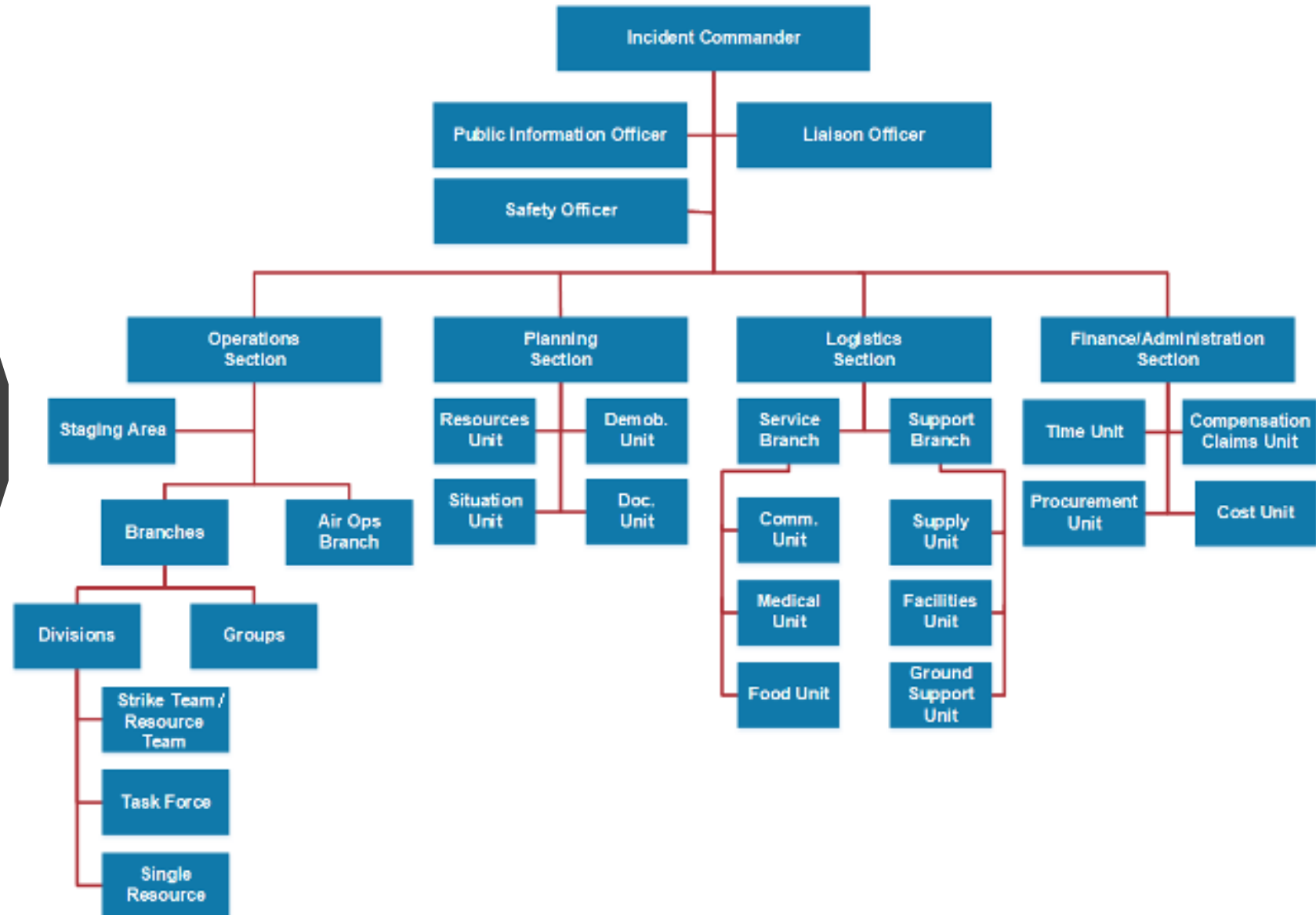
Mayor

- Attend applicable high-level briefings with the City Manager
- Join the City Manager in facilitating regional and State level conversations about resources and aid

Council Members

- Support city staff
- Mirror City approved messaging
- Provide a unified front

Incident Response Leadership





Questions?



REPORT FROM CITY COUNCIL

AGENDA ITEM
13.A.

DATE: February 5, 2024

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

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate) Olde Town Business Improvement (BID) (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee CML Policy Committee Jefferson Economic Development Council (JDEC) Denver Regional Council of Governments (DRCOG) (Alternate) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board and West Connect Coalition (Alternate)

Lisa Feret	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate)
Bob Fifer	Apex Coordinating Committee Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson County R-1 Schools Coordinating Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID) Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority The Rocky Flats Stewardship Council Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
14.A.

TO: THE HONORABLE CITY COUNCIL

DATE: February 5, 2024

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 1/10/2024

Lorie Gillis, City Manager 1/24/2024

Enclosure, exhibits & attachments required to support the report

2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Affordable Housing @Business meeting	Feb 5	
Overview of Emergency Management @Business meeting	Feb 5	CMO
Transportation Systems Existing Conditions @Business meeting The traffic team will present a summary of the existing conditions for Arvada's transportation systems. The workshop will cover a review of travel trends, evaluation of safety conditions, an assessment findings of the existing roadway, transit, and freight rail networks. The team will discuss Intelligent Transportation Systems and highlight ongoing and upcoming projects and system maintenance plans.	Feb 12	PW
Police Staffing @Business meeting	Mar 4	CMO
Traffic Speed Management @Business meeting The traffic team will present citywide speed data and discuss Arvada's speed management framework. Highlights of the framework elements including processes for data analysis, risk and safety analysis, technology assessment, enforcement, roadway design, and education/communications will be discussed.	Mar 4	PW
Canceled	Mar 11	
DEI @Business Meeting	Mar 18	CMO
Quarterly Bond Projects Update The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	Mar 25	PW
Housing Strategic Plan	Mar 25	CED
Utilities Project Planning and Financial Strategies	Apr 8	Utilities
Waste Hauling Program Overview	Apr 8	Utilities
Strategic Plan	Apr 22	CMO
Sustainability @Business meeting The Arvada Sustainability Division will provide the City Council with an overview of division projects since the inception of the program in January 2023. The workshop will highlight achievements from 2023 and provide a vision for the future of Arvada Sustainability, with a focus on upcoming city-wide sustainability and climate action planning efforts.	Apr 22	VCN
Park Maintenance Standards Arvada Parks will provide the City Council with an overview of the City's Park Maintenance Standards. The workshop will highlight community survey data, key methodologies and emerging best practices/innovations.	May 6	VCN
CDOT 101 CDOT will present "CDOT 101" to the Council. CDOT 101 is designed to provide a basic overview of CDOT, its responsibilities, and how CDOT works with local agencies.	May 13	
Waste Hauling Fees	May 13	Utilities
Quarterly Bond Projects Update The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	Jun 10	PW
	July 8	
Water, Wastewater & Stormwater 2025 Rates/Fees	July 22	Utilities
	Aug 12	
Water, Wastewater & Stormwater 2025 Rates/Fees	Aug 26	Utilities
Quarterly Bond Projects Updates The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	Sept 23	PW
Budget Workshop		

Final Water, Wastewater & Stormwater 2025 Rates/Fees	Sept 23	Utilities
Budget Workshop		
Transportation System Plan The traffic team will present the outcomes of the Transportation System plan, including future development opportunities, transportation funding and financial strategies, and a capital improvement plan.	Oct 14	PW
Updated ADA Transition Plan The draft plan will be updated in a comprehensive document that outlines strategies and actions to ensure accessibility for individuals with disabilities, addressing areas of improvement and accommodating their needs.	Oct 28	PW
	Nov 11	
	Dec 9	
PRESENTATIONS		
STUDY SESSIONS		
BID and Chamber funding	TBD	
WORKSHOP TBD's		
Pavement Management The Pavement Management Team will provide an update on 2023 and looking ahead to 2024 pavement projects.	TBD	PW
Right of Way Acquisition	TBD	CED
Water Infrastructure for Fire Protection	TBD	Utilities
Smart Meters Update	TBD	Utilities
Capital Campaign Update and Strategy Discussion	TBD	CMO/Fin
Community Engagement	TBD	CMO
Fleet Electrification	TBD	Utilities
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		
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