

City of Arvada

City Council Agenda

MAY 6, 2024

CITY COUNCIL CHAMBERS

Regular Business

Info: 720-898-7550

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

THIRD FLOOR CONFERENCE ROOM

EXECUTIVE SESSION

5:00 P.M.

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to social media and open meetings law.
Acquisition of Real Property, Pursuant to CRS 24-6-402(4)(a) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e)(I) regarding potential purchase of property for a navigation center.

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Fifer
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. April 15, 2024 City Council Meeting
5. Recognitions and Communications
 - A. Proclamation for Poppy Month - Presented by Councilmember Marriott
 - B. Proclamation for Drinking Water Week - Presented by Councilmember Ambrose
 - C. Proclamation for Mental Health Month - Presented by Councilmember Feret
 - D. Proclamation for Building Safety Month - Presented by Mayor Pro Tem Moorman
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business
 - A. Consent Agenda
 1. R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00
 2. R24-046, A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream PCS II Corporation
 3. R24-047, A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St.
 - B. Resolutions - None
 - C. Ordinances (First Reading) - None
9. Other
 - A. Appointments to the Olde Town Arvada Business Improvement District (BID) Board
10. Public Hearings - 6:15 PM
 - A. CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023 (Ordinance No. 4873) (Presenter: Bryan Archer, Finance Director)
11. Workshops
 - A. Arvada Parks Maintenance Standards
 - B. Park Naming — Holistic Health and Fitness Park
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 APRIL 15, 2024

1. Executive Session – 5:00 p.m.
 - A. Personnel Matter, Pursuant to C.R.S. 24-6-402(4)(f) related to appointee evaluations.

Councilmember Ambrose moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to General Litigation Strategy and Reporting.

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 - 6:20 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 Fifer, Councilmember Marriott were all present in chambers. Councilmember Feret was on Zoom. 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 – April 1, 2024

The minutes stand approved.

5. Recognition and Communication –
 - A. Proclamation for National Preservation Month - Presented by Councilmember Davis

Councilmember Davis read the proclamation and said that City Council proclaims May 2024 as National Preservation Month. Judith Denham was present to accept the Proclamation.

B. Proclamation for World Tai Chi and Qi Gong Day - Presented by Councilmember Moorman

Mayor Pro Tem Moorman read the proclamation and said that City Council proclaims April 27, 2024, as World Tai Chi and Qi Gong Day. Tom Fletcher will be present to accept the Proclamation.

6. Presentations –

A. 2023 Year End Financial Report

Bryan Archer, Director of Finance, presented the 2023 year-end financial report. This included updates on specific performance measures, an overview of the major revenue categories in the General Fund, a high level look at the other Major Funds including: Parks, Tax Increment, Water, Wastewater, Stormwater, Solid Waste and Golf, a review of the City's investment portfolio and an overview of Grants.

7. Public Comment –

- A. Ryan Bunker, Arvada resident, addressed council regarding Davis Lane Park
- B. Dan Bradley, Arvada resident, addressed council regarding DEI.
- C. Jim Morgan, Arvada resident, addressed council regarding the March 18 NLC update.

8. New Business

A. Consent Agenda

- 1. R24-039 A Resolution Accepting 2023 Donations of Ballistic Armor to the Arvada Police Department
- 2. R24-040 A Resolution Authorizing the Submission of an Application for the Outdoor Recreation Legacy Partnership Grant for improvements to Gold Strike Park

Councilmember Marriott moved that R24-039, A Resolution Accepting 2023 Donations of Ballistic Armor to the Arvada Police Department; R24-040, A Resolution Authorizing the Submission of an Application for the Outdoor Recreation Legacy Partnership Grant for improvements to Gold Strike Park, 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 –

- 1. R24-041 A Resolution Authorizing the Jeffco Open Space Trails Partnership Program Grant Agreement

Enessa Janes, Director of Vibrant Communities and Neighborhoods, reviewed this resolution with council.

Councilmember Feret moved that R24-041, A Resolution Authorizing the Jeffco Open Space Trails Partnership Program Grant Agreement, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott

The Motion was Approved.

2. R24-042 A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada, City of Aurora, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Westminster, and the County of Adams to Provide Engineering Services to Conduct the Adams County Comprehensive Safety Action Plan Study

John Firouzi, Mobility and Planning Innovations Division Manager reviewed this resolution with council.

Councilmember Davis moved that R24-042, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada, City of Aurora, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Westminster, and the County of Adams to Provide Engineering Services to Conduct the Adams County Comprehensive Safety Action Plan Study, be approved.

The following votes were cast on the Motion:

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

3. R24-043 A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and Apex Park and Recreation District Relating to the Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems General Permit (Presenter: Jacob Moyer, Stormwater Administrator)

Jacob Moyer, Stormwater Administrator, reviewed this resolution with council.

Mayor Pro Tem Moorman moved R24-043, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and Apex Park and Recreation District Relating to the Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems General Permit, be approved.

4. R24-044 A Resolution Authorizing an Intergovernmental Agreement between the Colorado Department of Transportation and the City of Arvada Regarding the 64th Parkway MM Improvements

Jenny Wolfschlag, City Engineer, reviewed this resolution with council.

Councilmember Feret moved that R24-044, A Resolution Authorizing an Intergovernmental Agreement between the Colorado Department of Transportation and the City of Arvada Regarding the 64th Parkway MM Improvements, be approved.

The following votes were cast on the Motion:

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

C. Ordinances (First Reading) –

1. CB24-007 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023 (Public Hearing to be set for May 6, 2024, at 6:15 p.m.)

Mayor Pro Tem Moorman moved that CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023, be approved on first reading, ordered published in full and a Public Hearing date set for May 6, 2024, at 6:15 p.m.

The following votes were cast on the Motion:

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

9. Appointments to Boards and Commissions-

Arvada Arts and Culture Commission

Councilmember Fifer moved to Appoint Mark Nelson and Cathy Moore to 4-year terms ending April 30, 2028, to Appoint Nick Armstrong to an unexpired term ending April 30, 2027, and to Reappoint Suzanne Ellenbogen, Heather Steffen and Kimberly Wagner to 4-year terms ending April 30, 2028.

The following votes were cast on the Motion:

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

Arvada Urban Renewal Authority

Mayor Simpson moved Reappoint Tim Steinhaus to a 5-year term ending April 30, 2029.

Councilmember Ambrose moved to Ratify Mayor Simpson's appointment.

The following votes were cast on the Motion:

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

Arvada Festivals Commission

Councilmember Feret moved to Appoint Brett Medina, Whitney Ayer, Andie Scott, David Vega, Paul Crowley and Amy Williams to 3-year terms ending April 30, 2027, to Appoint Cory Randell, Sierra Wright, Ashley Pitman and Matthew Brogdon to unexpired terms ending April 30, 2025, and to Reappoint Michael Bozeman, Lisa Garza, Ethan Lutz and Barret Wolf to 3-year terms ending April 30, 2027.

The following votes were cast on the Motion:

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

Building Code Advisory Board

Mayor Pro Tem Moorman moved to Reappoint John Blake Tomlinson to a 3-year term ending April 30, 2027.

The following votes were cast on the Motion:

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

Design Review Advisory Committee

Councilmember Davis moved to Reappoint William Cheever, Scott Spears and Danielle Vorthmann to 3-year terms ending April 30, 2027.

The following votes were cast on the Motion:

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

Human Services Advisory Committee

Councilmember Marriott moved to Appoint **Wisler** Jacquelin to an unexpired term ending April 30, 2025 and to Reappoint Keisha Givner, Melissa Jamieson and Robert Slay to 3-year terms ending April 30, 2027.

The following votes were cast on the Motion:

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

Park Advisory Committee

Councilmember Fifer moved to Appoint Elizabeth Faircloth, Abigail Griffith, Sarah Ruen, Hannah Szakal and Ted Harberg to 3-year terms ending April 30, 2027, to Appoint Greg Miller to an unexpired term ending April 30, 2026 and to Reappoint Jackie Marquis to a 3-year term ending April 30, 2027.

The following votes were cast on the Motion:

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

Planning Commission

Councilmember Ambrose moved to Reappoint Tom Aljinovich to a 4-year term ending April 30, 2028.

The following votes were cast on the Motion:

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

Police Pension Board

Councilmember Feret moved Reappoint Tim Collins to a 3-year term ending April 30, 2027.

The following votes were cast on the Motion:

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

Sustainability Advisory Committee

Mayor Pro Tem Moorman moved Appoint Mark Jelinske, Emma Boff and Michelle Martin to the Sustainability Advisory Committee to 3-year terms ending April 30, 2027, to Appoint Aaron Coffeen and Krystle Morey to unexpired terms ending April 30, 2026, and to Reappoint Harriett Hall, Alex Pray and Kia Ruiz to 3-year terms ending April 30, 2027.

The following votes were cast on the Motion:

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

Transportation Committee

Councilmember Davis moved to Reappoint Jim Arndt, Jadwiga Brown and Jesse Dubin to 3-year terms ending April 30, 2027.

The following votes were cast on the Motion:

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

10. Public Hearings –

- A. CB24-005 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024 (Ordinance No. 4871) (Presenter: Bryan Archer, Director of Finance)

Mayor Simpson opened the public hearing on CB24-005.

Bryan Archer, Director of Finance, reviewed this ordinance with council.

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

Councilmember Fifer moved that CB24-005, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024, be approved on final reading, numbered 4871 and ordered published by title only.

The following votes were cast on the Motion:

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

- B. CB24-006 An Ordinance Repealing and Reenacting Certain Sections of Chapter 6 Alcoholic Beverages, of the Arvada City Code (Ordinance No. 4872) (Presenter: Kylie Justus)

Mayor Simpson opened the public hearing on CB24-005.

Kylie Justus, Assistant City Attorney, reviewed this ordinance with council.

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

Councilmember Ambrose moved that CB24-006, An Ordinance Repealing and Reenacting Certain Sections of Chapter 6 Alcoholic Beverages, of the Arvada City Code, be approved on final reading, numbered 4872 and ordered by title only.

12. Workshops

A. Public Safety/Police Department Update

APD Chief Brady and APD Command Staff gave a presentation on the state of the Police Department and Public Safety in Arvada. APD touched on topics to including crime, sector strategy, homelessness and traffic.

Public safety is a focus of all communities, including Arvada. The workshop is meant to educate the City Council on public safety issues impacting the community and the Police Department's efforts to improve public safety; make roadways in the City safe; and improve the quality of life for citizens.

13. Public Comment - Five Minute Limit - None

14. City Council Reports –

- A. Mayor Pro Tem Moorman discussed an upcoming meeting on May 8 of the Rocky Flats Stewardship Council that will help determine the future of the Stewardship Council.
- B. Mayor Pro Tem Moorman invited everyone to the Earth Day Celebration on April 20 at Majestic View Park
- C. Councilmember Marriott discussed the Workshop he missed on April 8 regarding Waste Hauling.
- D. Councilmember Davis said she attended two great events this past weekend, the Chamber's National Civics Bee and the Kite Festival.
- E. Councilmember Ambrose said that she attended the ribbon cutting for the new AEDA facility.
- F. Mayor Simpson said that she attended the Urban Land Institute Conference, the Arvada Center Gala and the Alkire Lift Station ribbon cutting.

15. City Manager Reports –

- A. Lorie Gillis, City Manager, reminded everyone of the Jeffco Good News Breakfast that will

be held tomorrow, April 16.

16. City Attorney Reports – None

17. Adjournment at 8:30 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Proclamation for Poppy Month - Presented by Councilmember Marriott

Report in Brief

City Council will proclaim May, 2024 as Poppy Month in Arvada.

The poppy flower adorned the battlefields of Flanders Field in France during World War I, and was looked upon by those serving as a living symbol of their fallen comrades' sacrifices. In 1920, after World War I, the poppy became the official flower of The American Legion Family to memorialize the soldiers who fought and died during the war, and distribution of poppies became a Legion national program in 1924. To this day, thanks in large part to the American Legion Auxiliary, the poppy is nationally recognized and worn as a symbol of sacrifice made by the men and women who served and died for their country during a time of war.

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

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/15/2024

Laura Hemler, Assistant City Attorney 4/15/2024

Approved by:

Linda Haley, Deputy City Manager 4/15/2024

Rachel Morris, City Attorney 4/15/2024

Lorie Gillis, City Manager 4/17/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, the sacrifices of those who have lost their lives, their health, or their livelihood as a result of their military service are rightly the concern of all citizens; and

WHEREAS, the annual sale of poppies by the American Legion Auxiliary Unit 161 offers an opportunity for the people of this community to express their solicitude for those unfortunate persons who have paid more than their share of the cost of freedom; and

WHEREAS, the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans, in the desire to “Honor the Dead by Helping the Living”;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that the month of May, 2024 be designated:

Poppy Month in Arvada

Section 1. The Arvada City Council encourages all Arvada residents to participate in Poppy Month and to wear a poppy as mute evidence of our gratitude to the men and women of this country who have risked or lost their lives in fulfilling their obligations as American citizens.

Section 2. The Arvada City Council recognizes the merits of the American Legion Auxiliary Unit 161.

Dated this 6th day of May, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Proclamation for Drinking Water Week - Presented by Councilmember Ambrose

Report in Brief

City Council will proclaim the week of May 5-11, 2024 as Drinking Water Week.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/15/2024

Laura Hemler, Assistant City Attorney 4/15/2024

Approved by:

Linda Haley, Deputy City Manager 4/15/2024

Rachel Morris, City Attorney 4/15/2024

Lorie Gillis, City Manager 4/17/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS. water is our most valuable natural resource and drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers’ taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the week of May 5 – 11, 2024 be designated as Drinking Water Week in Arvada.

Dated this 6th day of May, 2024.

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



REPORT TO CITY COUNCIL

AGENDA ITEM
5.C.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Proclamation for Mental Health Month - Presented by Councilmember Feret

Report in Brief

City Council will proclaim May, 2024 as Mental Health Month in Arvada.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 3/25/2024

Laura Hemler, Assistant City Attorney 3/25/2024

Approved by:

Linda Haley, Deputy City Manager 3/26/2024

Rachel Morris, City Attorney 4/1/2024

Lorie Gillis, City Manager 4/17/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, good mental health is essential to the overall health and emotional well-being of all children, youth, adults and families; and promotes a healthy community and nearly one in four people in our communities experience a mental health condition each year; and

WHEREAS, more than 17% of individuals in our communities experience substance use disorder each year including alcohol and drug use and the lack of awareness of where to seek support, and stigma against mental health conditions and substance use disorders prevents many people from accessing care; and

WHEREAS, when mental health problems and substance use disorders are detected early and treated, people can recover and maintain a healthy and independent life and increased focus on the prevention of mental health conditions and substance use disorders among children, adolescents, and adults through screening and early intervention helps reduce suffering and improve lives, and

WHEREAS, it is imperative that all members of our community, irrespective of age, gender expression, sexual identification, race, culture, ethnic background, education, or economic status, have equitable access to essential care, support, and services for mental health and substance use conditions; and

WHEREAS, the City of Arvada is dedicated to improving the health and well-being of its citizens and employees by increasing awareness, ending stigma, and focusing on the integral role of mental health in all our lives.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that the month of May, 2024 be designated as Mental Health Month and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our communities and resources to increasing awareness and understanding of mental health, providing appropriate and accessible services for all citizens, and making mental health a priority.

Dated this 6th day of May, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.D.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Proclamation for Building Safety Month - Presented by Mayor Pro Tem Moorman

Report in Brief

The month of May is recognized as Building Safety Month. The theme for this year is "Mission Possible". It encourages us all to raise awareness about building safety on a personal, local and global scale. This is an opportunity to acknowledge building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry and the role they play in ensuring that the places where we live, learn, work, worship and play are safe and sustainable.

Building Safety Month is an international campaign that takes place in May to raise awareness about building safety. This campaign reinforces the need for the adoption of modern, regularly-updated building codes, and helps individuals, families and businesses understand what it takes to create safe and sustainable structures.

The International Code Council, its members, and a diverse partnership of professionals from the building construction, design and safety communities come together with corporations, government agencies, professional associations and nonprofits to promote building safety through proclamations, informational events, legislative briefings and more. We come together to support Building Safety Month because we understand the need for safe and sustainable structures where we live, work and play.

All communities need building codes to protect their citizens from disasters like fires, weather-related events and structural collapse. Building codes are society's best way of protecting homes, offices, schools, manufacturing facilities, stores and entertainment venues. Code officials work day in and day out to keep the public safe.

History

For the last 44 years, we have celebrated advances in constructing safe, sustainable, affordable and resilient buildings and homes. The ongoing support of Building Safety Month and the important role code officials play in public safety in the built environment has come from U.S. presidents, governors, mayors, county executives, other government officials and construction industry professionals.

Building Safety Month is an international campaign celebrated in May to raise awareness about building safety.

For more than 44 years, Building Safety Month has reinforced the need for the adoption of modern, regularly-updated building codes, and helps individuals, families and businesses understand what it takes to create safe and sustainable structures.

The 2024 Building Safety Month theme is "Mission Possible", and each week focuses on a specific topic:

Week 1: Understanding the Mission

Week 2: Preparing a Building Safety Plan

Week 3: Learning from the Pros

Week 4: Engaging Your Community

Week 5: Celebrating Success in Building Safety

Representatives from the Arvada Building Inspection Division will be present to accept the Proclamation.

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Justin Clark, Chief Building Official	4/11/2024
Jessica Garner, Director of Community and Economic Development	4/11/2024
Gail Walker, Legal Specialist-Contracts	4/12/2024
Emily Grogg, Senior Assistant City Attorney	4/12/2024
Linda Haley, Deputy City Manager	4/12/2024
Rachel Morris, City Attorney	4/15/2024
Lorie Gillis, City Manager	4/17/2024

Enclosure, exhibits & attachments required to support the report



Proclamation

Building Safety Month — May 2024

Whereas our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the month of May 2024 is designated Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Dated this 6th day of May 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00

2. R24-046, A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream PCS II Corporation

3. R24-047, A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St.

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: May 6, 2024

SUBJECT: R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00

Report in Brief

Amendment No 3 to the existing design phase contract between the City of Arvada and Archer-Western Construction, LLC for the Zephyr (Zone 5) Water Storage Tank project will increase the existing contract amount by \$3,587,213.00 to a new contract total of \$4,078,293.00. This Amendment No 3 will include Exhibit C, considered the Guaranteed Maximum Price (GMP) package 1. Exhibit C will include construction materials and services for site preparation and the tank construction to be completed by the subcontractor DN Tanks.

The Arvada team recommends that the City Council approve R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00.

Financial Impact

CIP Project: Zephyr (Zone 5) Water Storage Tank

Financial Impact: \$1,071,460.00 (remaining costs paid for by JCMD)

Funding Source: JCMD / UT Water Capital Projects

CIP Account Number: 97617

Background

In 2023, the City of Arvada completed a Storage Tank Master Plan of the existing water storage infrastructure in Arvada. In 2024, the City also completed a hydraulic model analysis of the pumped zones of the City (western portion). These reports highlighted several areas of capacity concerns under existing and build-out conditions. Additional storage needs in the pumped zones was identified. Staff identified locations in two of the pressure zones for additional storage. This project provides the first of two new storage tanks and is identified as the Zephyr Tank, to be located adjacent to the existing Zone 5 tank northwest of Arvada Reservoir.

The Zephyr (Zone 5) Water Storage Tank entered the final design phase in January 2024 with the goal of being in service by the end of 2024. To proceed with the design and construction phases simultaneously, a Construction Management / General Contractor (CM/GC) alternative delivery method was selected. At approximately 30% design, Archer-Western Construction, LLC, was selected as CM/GC and the attached proposals are their Guaranteed Maximum Price (GMP) packages 1 and 2. Design is now at 60%, and to ensure that the construction timeline is achieved, Archer-Western will be releasing incremental GMP packages that will allow design and construction to proceed concurrently. Construction is scheduled to begin in June 2024.

Discussion

SUBJECT: R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00

PAGE: 2
ITEM: 8.A.1.

Archer-Western Construction, LLC (A-W) was originally contracted for an amount of \$119,295.00 for design phase services. Following an amendment to include early-works packages, which allowed A-W to order long lead time items that would otherwise slow the construction schedule, the total contract value increased to a total value of \$491,080.00. This GMP package 1 would increase the total contract value to \$4,078,293.00 to complete early works such as tank pipe install and yard pipe install for site preparation as well as the construction of the water storage tank itself. This project is expected to be funded primarily by an intergovernmental agreement (IGA) with Jefferson Center Metropolitan District (JCMD) and the remainder by the Water Capital Projects fund. The City anticipates GMP package 2 to be brought to the Council in June.

The City recommends that R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00 be approved.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

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

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00.

Suggested Motion:

I move that R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00, be (approved) (rejected).

Prepared by:
Amber Brooks, Civil Engineer II

SUBJECT: R24-045, A Resolution Authorizing Amendment No. 3 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the Addition of An Early Works Package, thereby Increasing the Contract Amount from \$491,080.00, to an Amount Not to Exceed \$4,078,293.00

PAGE: 3
ITEM: 8.A.1.

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	4/16/2024
Jenny Wolfschlag, City Engineer	4/16/2024
Jacqueline Rhoades, Public Works Director	4/22/2024
Bryan Archer, Director of Finance	4/22/2024
Tammy Hedlund, Legal Specialist	4/22/2024
Jessica Morales, Assistant City Attorney	4/22/2024
Don Wick, Deputy City Manager	4/22/2024
Rachel Morris, City Attorney	4/22/2024
Lorie Gillis, City Manager	4/23/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-045

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO “A CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ARCHER WESTERN CONSTRUCTION, LLC FOR THE ZEPHYR (ZONE 5) TANK, PROJECT NO. 24-WA-10” FOR THE ADDITION OF AN EARLY WORKS PACKAGE, THEREBY INCREASING THE CONTRACT AMOUNT FROM \$491,080.00, TO AN AMOUNT NOT TO EXCEED \$4,078,293.00

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, Amendment No. 3, which is in substantially the same form as that attached hereto, to the Construction Management/General Contractor (CM/GC) Agreement by and between the City of Arvada and Archer Western Construction, LLC, for the Zephyr (Zone 5) Tank, Project No. 24-WA-10, for the addition of an Early Works Package, thereby increasing the contract amount from \$491,080.00 to an amount not to exceed \$4,078,293.00.

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

APPROVED AND ADOPTED this 6th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

AMENDMENT NO. 3
TO “A CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR
(CM/GC) AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND ARCHER WESTERN CONSTRUCTION, LLC FOR THE ZEPHYR
(ZONE 5) TANK, PROJECT NO. 24-WA-10” FOR THE ADDITION OF
AN EARLY WORKS PACKAGE, THEREBY INCREASING THE
CONTRACT AMOUNT FROM \$491,080.00, TO AN AMOUNT NOT TO
EXCEED \$4,078,293.00

1. **PARTIES.** The Parties to this Amendment No. 3 are the CITY OF ARVADA, a home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“**Arvada**” and/or “**Owner**”), and ARCHER WESTERN CONSTRUCTION, LLC, a Colorado Limited Liability Company, located at 8703 Yates Drive, #105, Westminster, CO 80031 (“**Contractor**”).
2. **RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified entity to provide Phase I and Phase II (if awarded) services for the construction of a nominal 1.0-million-gallon (MG) water storage tank in west Arvada, as further described in Arvada’s RFP.
 - 2.2. On or about March 14, 2024, Arvada and Contractor entered into an Agreement wherein Contractor shall provide Phase I Construction Management services, including but not limited to cost estimating, constructability reviews, value engineering, development of a Guaranteed Maximum Price, and risk management, in an amount not to exceed \$119,295.00 (“**Original Agreement**”).
 - 2.3. On or about March 27, 2024, Arvada and Contractor executed Amendment No. 1 to the Original Agreement, for the addition of an insurance and bond cost (“**Amendment No. 1**”). Amendment No. 1 did not modify the contract amount for Phase I services. Amendment No. 1 did not award Phase II services to Contractor.
 - 2.4. On or about April 9, 2024, Arvada and Contractor executed Amendment No. 2 to the Original Agreement (“**Amendment No. 2**”). Amendment No. 2 approved the following Early Works Packages: (1) Potholing, with a Guaranteed Maximum Price of \$26,747.00; and (2) Tank Design and Tank Piping Materials, with a Guaranteed Maximum Price of \$345,038.00. Amendment No. 2 did not award Phase II services to Contractor.
 - 2.5. For the convenience of the Parties, (due to the voluminous nature of the Original Agreement, Amendment No. 1, and Amendment No. 2), the Original Agreement, Amendment No. 1, and Amendment No. 2 are not attached hereto but are incorporated herein by reference.

- 2.6. Pursuant to section 2.3.14 of the Original Agreement, “[s]ubject to approval by Owner, and availability of funds, Contractor may engage in procurement or construction work that is performed during Phase I, that benefits the Project (“Early Work(s) Package(s)”). Early Work(s) Package(s) commenced prior to the mutual execution of the Phase II agreement, shall be accomplished by an Amendment to this Agreement, duly executed by each Parties authorized agent. Execution of an Early Work(s) Package(s) will not be considered an award of Phase II.”
- 2.7. The purpose of this Amendment No. 3 to the Original Agreement (“**Amendment No. 3**”) is to approve an Early Works Package proposed by Contractor. The Early Works Package is for the following: Mobilization, Under Slab Piping Install, Tank Construction, and Yard Piping, with a Guaranteed Maximum Price of **\$3,587,213.00** (“**Exhibit C**”).
- 2.7.1. Contractor’s Guaranteed Maximum Price of \$3,587,213.00 for this Early Works Package includes a 5% Contingency (the “**Contingency Amount**”). Contactor agrees it shall obtain written approval from Arvada prior to using any of the Contingency Amount.
- 2.8. Contractor shall perform the work and services as described in **Exhibit C**.
- 2.9. This Amendment No. 3 increases the contract amount from \$491,080.00, to an amount not to exceed **\$4,078,293.00**.
- 2.10. Execution of Amendment No. 3 does not award Phase II services to Contractor.
3. **CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of this Amendment No. 3, Amendment No. 2, Amendment No. 1, and the Original Agreement, together with the following:

Exhibit C: Early Works Package – Mobilization, Under Slab Piping Install, Tank Construction, and Yard Piping, with a Guaranteed Maximum Price of \$3,587,213.00.

All exhibits referred to in Amendment No. 3 are attached hereto and are by reference incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Amendment No. 3, requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of Amendment No. 3 shall be ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. **PERFORMANCE AND PAYMENT BOND.** In compliance with Section 82-49 of Arvada City Code and the Original Agreement, Contractor shall submit a Performance and Payment Bond with the Early Works Package in Exhibit C, on the form attached to the Original Agreement, in the amount of 100% of the Contract price, with a corporate surety approved by the City for the faithful performance of the Contract.
5. **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement, Amendment No. 1, and in Amendment No. 2.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: _____

**ARCHER WESTERN
CONSTRUCTION, LLC**, a Colorado
Limited Liability Company

Jeff Polak
Vice President
8703 Yates Drive, #105
Westminster, CO 80031
jpolak@walshgroup.com

Exhibit C

AMENDMENT NO. 3

TO “A Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for the addition of AN Early Works Package, thereby increasing the contract amount from \$491,080.00, to an amount not to exceed \$4,078,293.00



Archer Western Construction, LLC

April 25, 2024 sent via email: Amber Brooks abrooks@arvada.org;
cc: Kelli Bradley - COA, Mary Stahl - COA, Jamie Eichenberger - HDR, Michelle Larson – HDR, Megan McIntyre – AW, Mitch Waite - AW

City of Arvada
8101 Ralston Road, Arvada, CO 80002
Attention: Amber Brooks

Subject: **Zephyr (Zone 5) Tank Project No. 24-WA-10 – Preconstruction Phase I Services
-GMP 1 Mobilization, Under Slab Piping Install, Tank Construction, Yard Piping**

Dear Ms. Brooks,

Archer Western is pleased to provide the City with our Construction Manager/General Contractor Early Works Price Proposal for the Zephyr (Zone 5) Tank Project – Mobilization, Under Slab Piping Install, Tank Construction, Yard Piping. This package includes the mobilization, site setup, under slab piping install, DN Tank pricing to construct the tank, the furnish and installation of the yard piping, the temporary re-route of the bike path, fencing removal and install, and seeding. This GMP-1 does not include the electrical scope on the project, or items added from the 60% design documents. This proposal is necessary to maintain the project schedule. Our proposal for the procurement of this package is based upon the following:

- 60% Design documents - received from HDR on April 5th, 2024 including drawings and specifications dated April, 2024.
- The Notice to Proceed or written direction from the City, for this package will be issued on or before May 10, 2024. With the understanding that the execution of the signed amendment will follow within two to three business days. This allows Archer Western to begin scheduling the work and maintain project schedule.
- Minor changes for the Tanks Design and Tank Piping by CDPHE, City of Arvada, or HDR will be addressed through the shop drawing process. If changes are required after the shop drawings, further costs will be submitted, and the schedule updated accordingly.
- Actual costs will be submitted as a Cost Plus a Fee per the contract requirements.
- Our Proposal includes a 5% contingency.
- Below is a list of Assumptions and Clarifications:

General

1. DN Tank's proposal with their inclusions and exclusions for this Early Works Tank Piping Install per the attached.
Archer Western takes exception to the 30% specification 33 16 32 1.2 A. 2. a. RESERVOIRS - PRESTRESSED CONCRETE. The tank supplier will not self-perform or subcontract the under slab piping for the tank. Archer Western will self-perform the under-slab piping and concrete encasement.
2. No taxes are included.
3. Archer Western's Yard Piping Install pricing assumes that the existing soils will be suitable for backfill. All spoils can be wasted onsite.



4. No building permit is required or included. No Construction Trailer permit is required or included. No electrical permit is required or included.
5. Dewatering of ground water is not included and not anticipated.
6. Building permit or submission of construction documents or shop drawings to the building department will not be required. Submission of DN Tank's Design to CDPHE will not be required.
7. Items not included within this package or the previous packages will be included in the forthcoming GMP-2. This is anticipated to be provided after the 100% design documents are provided in the 1st week of May.

Archer Western Construction, LLC total cost proposal for the above items:

- GMP-1 \$3,416,393 (includes markups)
- Total with 5% Contingency: \$ 3,587,213
- **Guarantee Maximum Price for GMP-1**
 - **Grand Total \$ 3,587,213**

Do not hesitate to contact myself, if there are any questions related to the proposal.

Sincerely,

Sean Timmins
Senior Project Manager

Project name	Arvada Zone 5 Tank
Estimator	Mitch Waite
Labor rate table	CO CMAR - 12/18/23
Equipment rate table	EQUIPMENT MATCH HCSS
Project	CM/GC
Report format	Sorted by 'BID ITEM/AREA' 'Detail' summary

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
1		Yard Pipe										
	YP-1	24" Outlet										
		Haul excess to new berm	188.10 TN	-	-	-	6.00	1,129	-	-	1,129	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Pipe Zone Backfill - Purchase	77.40 TN	-	35.00	2,709	-	-	-	-	2,709	ASTM D2321 Class 1B - 1 1/2" crushed rock.
		Water for Backfill	1.00 MG	-	100.00	100	-	-	-	-	100	
		Shape & compact fill at new berm	38.90 BCY	1,486	-	-	-	-	35.78		1,486	
		Restrain pipe for encasement	10.00 LF	1,242	25.00	250	-	-	35.78		1,492	
		Excavate for encasement	19.50 BCY	1,614	-	-	-	-	35.78		1,614	Load haul trucks while digging.
		24" FSP - Install - Encased	12.00 lf	852	-	-	-	-	35.78		852	
		Dig / Lay / Backfill 24" C900	130.00 lf	4,305	-	-	-	-	35.78		4,305	Exc = 204.1 BCY, BF = 151.9 BCY. Native LCY = 2700, BCY = 4050.
		Isolate / Cut / Drain at tie in	1.00 LS	993	-	-	-	-	35.78		993	
		C900 PVC 24" - Purchase	130.00 lf	-	159.00	20,670	-	-	-	-	20,670	
		Pipe Testing	130.00 LF	752	2.00	260			-	-	1,012	
		Disinfection	130.00 LF	376	1.00	130			-	-	506	
		Wax Tape	1.00 SY	188	800.00	800	-	-	8.49		988	
		Wax Tape Primer	2.00 GAL	251	200.00	400	-	-	8.49		651	
		Thrust Blks - 24"	2.00 EA	701	85.00	170	-	-	-	-	871	
		Pipe Marker Wire	130.00 LF	323	5.00	650	-	-	17.89		973	
		PIPE MARKER TAPE	130.00 LF	163	0.55	72	-	-			234	
		Cathodic Protection - Joint Bonds	10.00 EA	621	55.00	550	-	-	17.89		1,171	
		Rebar - Self Install @ encasement	1.00 TN	2,484			-	-	17.89		2,484	
		Rebar - Self Install @ thrust blocks	0.40 TN	497			-	-	17.89		497	
		24" Poly Tube	50.00 lf	-	1.00	50	-	-	-	-	50	
		Ftg 45 MJ DIP 24"	2.00 ea	238	2,016.00	4,032	-	-	-	-	4,270	
		Megalugs 24"	11.00 ea	653	682.00	7,502	-	-	-	-	8,155	
		Ftg 90 MJ DIP 24"	1.00 ea	119	2,558.75	2,559	-	-	-	-	2,678	
		Ftg Tee MJ DIP 24"	1.00 ea	148	3,362.00	3,362	-	-	-	-	3,510	
		24" bell restraint	5.00 EA	-	1,104.00	5,520	-	-	-	-	5,520	
		Black Rebar - Purchase	1.00 TN	-	2,000.00	2,000	-	-	-	-	2,000	
		Black Rebar - Purchase	0.40 TN	-	2,000.00	800	-	-	-	-	800	
		24" Disassembly Joint @ BFV	1.00 ea	198	1,500.00	1,500	-	-	-	-	1,698	
		24" VIC W257B	1.00 ea	356	1.00	1	-	-	-	-	357	
		Blind Flg steel 24" w 1 1/2" tap	1.00 ea	178	1,500.00	1,500	-	-	-	-	1,678	
		Bolt & gasket sets 24" SS	1.00 EA	119	456.14	456	-	-	-	-	575	
		Butterfly valves 24" - MJ	1.00 EA	356	10,627.00	10,627	-	-	-	-	10,983	
		Corporation stop valves 1 1/2"	1.00 EA	30	100.00	100	-	-	-	-	130	
		Valve box	1.00 EA	178	325.00	325	-	-	-	-	503	
		Rough Grade Pipe Encasement	379.00 sf	2,214	-	-	-	-	-	-	2,214	
		Hand Set Forms Pipe Encasement	63.40 sf	921	2.00	127	-	-	-	-	1,048	
		Pump Pour Pipe Encasement	19.00 cy	1,110	-	-	17.50	333	-	-	1,443	
		Float Pipe Encasement	132.00 sf	153	-	-	-	-	-	-	153	
		Place CLSM valve cradle	1.00 EA	233	-	-	-	-	-	-	233	
		Float Pipe Encasement	95.00 sf	55	-	-	-	-	-	-	55	
		Place CLSM valve cradle	1.00 EA	233	-	-	-	-	-	-	233	
		Waterstop Hydrophillic	7.00 lf	136	10.00	70	-	-	-	-	206	
		Normal Redimix 3000 psi	2.00 cy	-	250.00	500	-	-	-	-	500	
		Normal Redimix 4500 psi	19.00 cy	-	225.00	4,275	20.00	380	-	-	4,655	
		CLSM	1.00 cy	-	175.00	175	-	-	-	-	175	Short load charges.
		YP-1 24" Outlet		24,475		72,241		1,841			98,557	
	YP-2	New Valve on Existing Outgoing										
		Haul excess to new berm	3.00 TN	-	-	-	6.00	18	-	-	18	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Water for Backfill	1.00 MG	-	100.00	100	-		CONFIDENTIAL		100	

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
	YP-2	New Valve on Existing Outgoing										
		Pipe Zone Backfill - Purchase	3.00 TN	-	35.00	105	-	-	-	-	105	ASTM D2321 Class 1B - 1 1/2" crushed rock.
		Isolate / Cut / Drain	1.00 EA	993	-	-	-	-	35.78		993	
		Pothole for existing pipe	1.00 EA	1,490	200.00	200	-	-	35.78		1,690	
		Excavate & Backfill at new valve	11.90 BCY	1,478	-	-	-	-	35.78		1,478	Need to expose enough existing pipe to lift to insert valve.
		Disinfection	100.00 LF	289	1.00	100			-	-	389	
		Pipe Testing	100.00 LF	579	2.00	200			-	-	779	
		Wax Tape	1.00 SY	188	800.00	800	-	-	8.49		988	
		Wax Tape Primer	2.00 GAL	251	200.00	400	-	-	8.49		651	
		Pipe Marker Wire	20.00 LF	50	5.00	100	-	-	17.89		150	
		PIPE MARKER TAPE	20.00 LF	25	0.55	11	-	-			36	
		Cathodic Protection - Joint Bonds	2.00 EA	124	55.00	110	-	-	17.89		234	
		24" Poly Tube	20.00 lf	-	1.00	20	-	-	-	-	20	
		Megalugs 24"	2.00 ea	119	519.80	1,040	-	-	-	-	1,158	
		24" Disassembly Joint @ BFV	1.00 ea	198	1,500.00	1,500	-	-	-	-	1,698	
		Butterfly valves 24" - MJ	1.00 EA	356	4,550.00	4,550	-	-	-	-	4,906	
		Valve box	1.00 EA	178	250.00	250	-	-	-	-	428	
		Place CLSM valve cradle	1.00 EA	233	-	-	-	-	-	-	233	
		CLSM	1.00 cy	-	175.00	175	-	-	-	-	175	Short load charges.
		YP-2 New Valve on Existing Outgoing		6,550		9,661		18			16,229	Assume to be 24" DIP.
	YP-3	30" Overflow										
		Haul excess to new berm	151.30 TN	-	-	-	6.00	908	-	-	908	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Water for Backfill	1.00 MG	-	100.00	100	-	-	-	-	100	
		Pipe Zone Backfill - Purchase	118.10 TN	-	35.00	4,134	-	-	-	-	4,134	ASTM D2321 Class 1B - 1 1/2" crushed rock. 4,500 #/BCY with 15% waste.
		Dig / Lay / Backfill 30" C900	140.00 lf	4,967	-	-	-	-	35.78		4,967	Exc = 204.1 BCY, BF = 151.9 BCY. Native LCY = 2700, BCY = 4050.
		Excavate for MH	30.60 BCY	1,900	-	-	-	-	35.78		1,900	
		Backfill for MH	22.00 BCY	1,821	-	-	-	-	35.78		1,821	
		SDR 35 PVC 30" - Purchase	140.00 lf	-	89.00	12,460	-	-	-	-	12,460	
		Disinfection	140.00 LF	405	1.00	140			-	-	545	
		Pipe Testing	140.00 LF	810	2.00	280			-	-	1,090	
		Smoke Test Manhole	2.00 EA	497	100.00	200	300.00	600	17.89		1,297	
		Pipe Marker Wire	140.00 LF	348	5.00	700	-	-	17.89		1,048	
		PIPE MARKER TAPE	140.00 LF	175	0.55	77	-	-			252	
		Manhole Ring / Cover 30"	2.00 EA	373	485.00	970	-	-	17.89		1,343	
		Grade Ring 30" ID x 2"	6.00 EA	373	47.00	282	-	-	17.89		655	
		Steps @ Manholes	12.00 VF	-	35.00	420	-	-	-	-	420	
		Interior coating at MH	2.00 EA	-	400.00	800	-	-	-	-	800	
		Manhole Base 72" x 6'	2.00 Ea	1,490	7,769.00	15,538	-	-	17.89		17,028	
		Manhole Transition Top 72"x30"	2.00 ea	745	2,669.00	5,338	-	-	17.89		6,083	
		Manholes, Precast Riser 72"	8.00 vf	993	1,260.00	10,080	-	-	17.89		11,073	
		Rebar - Self Install @ MHs	0.50 TN	248	0.00	0	-	-	17.89		248	
		Black Rebar - Purchase	0.50 TN	-	2,000.00	1,000	-	-	-	-	1,000	
		Core drill 34" - Existing Drain/OF Structure	1.00 EA	-	-	-	600.00	600	-	-	600	
		Link seals LS-575	32.00 EA	285	183.46	5,871	-	-	-	-	6,156	
		Fine Grade for stone under MH	98.00 sf	286	-	-	-	-	-	-	286	
		Stone Fill under MH	4.40 TN	742	36.85	162	-	-	32.94		904	MM quoted 57/67 crushed rock in quote 50220907 on 3-21-2024.
		Edge form MH collar	63.00 sf	1,221	2.00	126	-	-	-	-	1,347	
		Chute Pour MH collar	6.40 cy	374	-	-	-	-	-	-	374	
		Place & shape invert	1.00 cy	467	-	-	-	-	CONFIDENTIAL		467	

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
	YP-3	30" Overflow										
		Float MH collar	42.40 sf	99	-	-	-	-	-	-	99	
		Finish MH collar	42.40 sf	117	-	-	-	-	-	-	117	
		Cure MH collar	42.40 sf	62	0.10	4	-	-	-	-	66	
		Point & Patch MH collar	63.00 sf	183	1.00	63	-	-	-	-	246	
		Normal Redimix 4500 psi	7.40 cy	-	250.00	1,850	-	-	-	-	1,850	Short load charges.
		YP-3 30" Overflow		18,982		60,595		2,108			81,684	Assumed to be 6' deep.
	YP-4	12" Tank Drain										
		Haul excess to new berm	172.20 TN	-	-	-	6.00	1,033	-	-	1,033	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Water for Backfill	1.00 MG	-	100.00	100	-	-	-	-	100	
		Pipe Zone Backfill - Purchase	19.40 TN	-	35.00	679	-	-	-	-	679	ASTM D2321 Class 1B - 1 1/2" crushed rock. 4,500 #/BCY with 15% waste.
		12" FSP - Install - Encased	55.00 lf	2,732	-	-	-	-	35.78		2,732	
		Excavate for encasement	32.40 BCY	2,682	-	-	-	-	35.78		2,682	
		Restrain pipe for encasement	50.00 LF	4,139	20.00	1,000	-	-	35.78		5,139	
		Shape & compact fill at new berm	85.10 BCY	3,252	-	-	-	-	35.78		3,252	
		12" FS - Install - Encased	55.00 lf	1,366	-	-	-	-	35.78		1,366	
		Dig / Lay / Backfill 12" C900	50.00 lf	1,774	-	-	-	-	35.78		1,774	Exc = 31.5 BCY, BF = 21.8 BCY. Native LCY = 2700, BCY = 4050.
		C900 PVC 12" - Purchase	50.00 lf	-	52.22	2,611	-	-	-	-	2,611	
		Disinfection	100.00 LF	289	1.00	100			-	-	389	
		Pipe Testing	100.00 LF	579	2.00	200			-	-	779	
		Thrust Blks - 12"	1.00 EA	351	85.00	85	-	-	-	-	436	
		Pipe Marker Wire	50.00 LF	124	5.00	250	-	-	17.89		374	
		PIPE MARKER TAPE	50.00 LF	63	0.55	28	-	-	-		90	
		Cathodic Protection - Joint Bonds	8.00 EA	497	55.00	440	-	-	17.89		937	
		Rebar - Self Install @ encasement	2.00 TN	2,484			-	-	17.89		2,484	
		12" bell restraint	1.00 EA	-	210.00	210	-	-	-	-	210	
		Black Rebar - Purchase	2.00 TN	-	2,000.00	4,000	-	-	-	-	4,000	
		Megalugs 12"	4.00 EA	238	194.96	780	-	-	-	-	1,017	
		12" Vic coupler	1.00 ea	178	194.96	195	-	-	-	-	373	
		Ftg 90 MJ Ductile iron 12"	2.00 ea	178	1,548.00	3,096	-	-	-	-	3,274	
		12" VIC W257B	1.00 ea	356	1.00	1	-	-	-	-	357	Vic couplings priced from Kory Farthing email of 3-14-2024.
		Demo Ftg Blind Flg Ductile iron 12"	1.00 ea	196	0.00	0	-	-	-	-	196	
		Blind Flg steel 12" w 1 1/2" tap	1.00 ea	119	750.00	750	-	-	-	-	869	
		Bolt & gasket sets 12" SS	1.00 EA	79	81.00	81	-	-	-	-	160	
		Gate valve 12" at Drain MH	1.00 EA	297	3,400.00	3,400	-	-	-	-	3,697	
		Corporation stop valves 1 1/2"	1.00 EA	30	100.00	100	-	-	-	-	130	
		Rough Grade Pipe Encasement	962.00 sf	2,810	-	-	-	-	-	-	2,810	
		Hand Set Forms Pipe Encasement	71.30 sf	2,072	3.00	214	-	-	-	-	2,286	
		Bulkhead Pipe Encasement	71.30 sf	1,381	3.00	214	-	-	-	-	1,595	
		Pump Pour Pipe Encasement	46.70 cy	1,364	-	-	17.50	817	-	-	2,181	
		Float Pipe Encasement	410.00 sf	477	-	-	-	-	-	-	477	
		Normal Redimix 3000 psi	1.00 cy	-	250.00	250	-	-	-	-	250	
		Normal Redimix 4500 psi	46.40 cy	-	225.00	10,440	10.00	464	-	-	10,904	
		YP-4 12" Tank Drain		30,105		29,223		2,314			61,643	Assumed to be 5' deep.
	YP-5	16" Overflow										
		Haul excess to new berm	100.30 TN	-	-	-	6.00	602	-	-	602	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Pipe Zone Backfill - Purchase	14.60 TN	-	35.00	511	-	-	-	-	511	ASTM D2321 Class 1B - 1 1/2" crushed rock. 4,500 #/BCY with 15% waste.
		Water for Backfill	1.00 MG	-	100.00	100	-	-	-	-	100	
		Excavate for encasement	19.50 BCY	1,614	-	-	-	-	35.78		1,614	
		Restrain pipe for encasement	13.00 LF	1,614	25.00	325	-	-	35.78		1,939	

CONFIDENTIAL

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
	YP-5	16" Overflow										
		16" FSP - Install - Encased	12.00 lf	745	-	-	-	-	35.78		745	
		Shape & compact fill at new berm	38.90 BCY	1,486	-	-	-	-	35.78		1,486	
		16" FSP - Install - Vertical	19.00 lf	1,573	10.00	190	-	-	35.78		1,763	Material \$ for bracing. Assume two flanges.
		Dig / Lay / Backfill 16" C900	30.00 lf	1,242	-	-	-	-	35.78		1,242	Exc = 21.1 BCY, BF = 13.5 BCY. Native LCY = 2700, BCY = 4050.
		C900 PVC 16" - Purchase	30.00 lf	-	25.00	750	-	-	-	-	750	
		Pipe Testing	30.00 LF	174	2.00	60			-	-	234	
		Disinfection	30.00 LF	87	1.00	30			-	-	117	
		Pipe Marker Wire	30.00 LF	75	5.00	150	-	-	17.89		225	
		PIPE MARKER TAPE	30.00 LF	38	0.55	17	-	-			54	
		Cathodic Protection - Joint Bonds	8.00 EA	497	55.00	440	-	-	17.89		937	
		Rebar - Self Install @ encasement	1.20 TN	1,490			-	-	17.89		1,490	
		Black Rebar - Purchase	1.20 TN	-	2,000.00	2,400	-	-	-	-	2,400	
		16" FSP - Install	1.00 ea	1,188	0.00	0	-	-	-	-	1,188	
		16" VIC W257B	1.00 ea	356	1.00	1	-	-	-	-	357	
		16" Mega Lug	2.00 ea	356	488.52	977	-	-	-	-	1,333	
		Ftg 90 Flg Ductile iron 16"	1.00 ea	212	2,217.50	2,218	-	-	-	-	2,429	
		Blind Flg steel 16" w 1 1/2" tap	1.00 ea	178	1,000.00	1,000	-	-	-	-	1,178	
		Bolt & gasket sets 16" SS	3.00 EA	237	160.91	483	-	-	-	-	720	
		Corporation stop valves 1 1/2"	1.00 EA	30	100.00	100	-	-	-	-	130	
		Rough Grade Pipe Encasement	190.00 sf	1,110	-	-	-	-	-	-	1,110	
		Hand Set Forms Pipe Encasement	71.30 sf	2,072	3.00	214	-	-	-	-	2,286	
		Pump Pour Pipe Encasement	22.80 cy	1,332	-	-	35.00	798	-	-	2,130	
		Float Pipe Encasement	132.00 sf	153	-	-	-	-	-	-	153	
		Normal Redimix 4500 psi	22.80 cy	-	225.00	5,130	20.00	456	-	-	5,586	
		YP-5 16" Overflow		17,859		15,095		1,856			34,809	Assumed to be 5' deep.
	YP-6	18" Incoming										
		Haul excess to new berm	143.90 TN	-	-	-	6.00	863	-	-	863	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Pipe Zone Backfill - Purchase	53.10 TN	-	35.00	1,859	-	-	-	-	1,859	ASTM D2321 Class 1B - 1 1/2" crushed rock. 4,500 #/BCY with 15% waste.
		Water for Backfill	1.00 MG	-	100.00	100	-	-	-	-	100	
		Excavate for encasement	19.50 BCY	1,614	-	-	-	-	35.78		1,614	
		Restrain pipe for encasement	10.00 LF	1,242	25.00	250	-	-	35.78		1,492	
		18" FSP - Install - Encased	12.00 lf	745	-	-	-	-	35.78		745	
		Shape & compact fill at new berm	71.10 BCY	2,717	-	-	-	-	35.78		2,717	
		Isolate / Cut / Drain at tie in	1.00 LS	993	-	-	-	-	35.78		993	
		Dig / Lay / Backfill 18" C900	99.00 lf	4,098	-	-	-	-	35.78		4,098	Exc = 73.4 BCY, BF = 44.9 BCY. Native LCY = 2700, BCY = 4050.
		C900 PVC 18" - Purchase	99.00 lf	-	89.26	8,837	-	-	-	-	8,837	
		Disinfection	130.00 LF	376	4.10	533			-	-	909	10# pail of chlorine tablets and Dow 748WH.
		Pipe Testing	130.00 LF	752	2.00	260			-	-	1,012	
		Wax Tape	1.00 SY	188	800.00	800	-	-	8.49		988	
		Wax Tape Primer	2.00 GAL	251	200.00	400	-	-	8.49		651	
		Thrust Blks - 18"	2.00 EA	701	85.00	170	-	-	-	-	871	
		Pipe Marker Wire	130.00 LF	323	1.50	195	-	-	17.89		518	
		PIPE MARKER TAPE	130.00 LF	163	0.70	91	-	-			254	
		Cathodic Protection - Joint Bonds	10.00 EA	621	55.00	550	-	-	17.89		1,171	
		Rebar - Self Install @ encasement	1.00 TN	1,242			-	-	17.89		1,242	
		Rebar - Self Install @ thrust block	0.32 TN	397			-	-	17.89		397	
		24" Poly Tube & Tape	50.00 lf	-	10.00	500	-	-	-	-	500	Must purchase minimum quantities.
		18" bell restraint	5.00 EA	-	604.00	3,020	-	-	-	-	3,020	
		Black Rebar - Purchase	1.00 TN	-	2,000.00	2,000	-	-			2,000	
		Black Rebar - Purchase	0.32 TN	-	2,000.00	640	-	-			640	

CONFIDENTIAL

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
	YP-6	18" Incoming										
		18" FSP - Install	1.00 ea	891	0.00	0	-	-	-	-	891	
		Megalugs 18"	11.00 EA	869	474.00	5,214	-	-	-	-	6,083	
		Ftg 45 MJ Ductile iron 18"	2.00 ea	178	1,244.00	2,488	-	-	-	-	2,666	
		Ftg 90 MJ Ductile iron 18"	1.00 ea	89	3,154.50	3,155	-	-	-	-	3,244	
		Ftg Tee MJ Ductile iron 18"	1.00 ea	59	2,459.00	2,459	-	-	-	-	2,518	
		18" VIC W257B	1.00 ea	356	1.00	1	-	-	-	-	357	
		18" Disassembly Joint @ BfV	1.00 ea	198	1,500.00	1,500	-	-	-	-	1,698	
		Ftg Blind Flg steel 18" w/tap	1.00 ea	104	1,000.00	1,000	-	-	-	-	1,104	
		Bolt & gasket sets 18" SS	1.00 EA	79	180.00	180	-	-	-	-	259	
		Butterfly valves 18" - MJ	1.00 EA	356	5,692.00	5,692	-	-	-	-	6,048	
		Corporation stop valves 1 1/2"	1.00 EA	30	100.00	100	-	-	-	-	130	
		Valve box	1.00 EA	178	325.00	325	-	-	-	-	503	
		Rough Grade Pipe Encasement	190.00 sf	555	-	-	-	-	-	-	555	
		Hand Set Forms Pipe Encasement	71.30 sf	1,381	3.00	214	-	-	-	-	1,595	
		Pump Pour Pipe Encasement	22.80 cy	1,332	-	-	17.50	399	-	-	1,731	
		Float Pipe Encasement	132.00 sf	153	-	-	-	-	-	-	153	
		Place CLSM valve cradle	1.00 EA	233	-	-	-	-	-	-	233	
		Waterstop Hydrophillic	7.00 lf	136	10.00	70	-	-	-	-	206	
		Normal Redimix 3000 psi	2.00 cy	-	250.00	500	-	-	-	-	500	
		Normal Redimix 4500 psi	23.00 cy	-	225.00	5,175	20.00	460	-	-	5,635	
		CLSM	2.00 cy	-	175.00	350	-	-	-	-	350	Short load charges.
		YP-6 18" Incoming		23,600		48,627		1,722			73,949	Assumed to be 5' deep.
	YP-7	Temp Construction Water										
		Excavate for FH - Install	0.00 BC Y	0	-	-	-	-	35.78	0	0	
		Backfill for FH - Install	0.00 BC Y	0	-	-	-	-	35.78	0	0	
		Excavate for FH - Remove	0.00 BC Y	0	-	-	-	-	35.78	0	0	
		Backfill for FH - Remove	0.00 BC Y	0	-	-	-	-	35.78	0	0	
		Fire Hydrant - Provide & Install	0.00 ea	0	2,000.00	0	-	-	17.89	0	0	
		Fire Hydrant - Remove & Dispose	0.00 ea	0	0.00	0	-	-	17.89	0	0	
		Valve Boxes	0.00 ea	0	250.00	0	-	-	17.89	0	0	Valve box, ext stem, concrete pad.
		24" tap saddle	0.00 ea	0	1,750.00	0	-	-	17.89	0	0	Size of existing line unknown at time of estimate.
		Thrust Blks - 6" - Install	0.00 EA	0	85.00	0	-	-	-	-	0	
		Thrust Blks - 6" - Remove & Dispose	0.00 EA	0	50.00	0	-	-	-	-	0	
		PipeTapping Subcontractor	0.00 ls	-	-	-	2,000.00	0	-	-	0	Hot tap on existing.
		Megalugs 6"	0.00 ea	0	54.05	0	-	-	-	-	0	
		Ftg CAP / PLUG MJ 6"	0.00 ea	0	200.00	0	-	-	-	-	0	Cap on FH removal.
		6" DIP PExPE 10-0	0.00 ea	0	200.00	0	-	-	-	-	0	
		Gate valves 6"	0.00 EA	0	750.00	0	-	-	-	-	0	
		Backflow preventers 3"	1.00 EA	238	1,200.00	1,200	-	-	-	-	1,438	
		Normal Redimix 3000 psi	0.00 cy	-	250.00	0	-	-	-	-	0	
		YP-7 Temp Construction Water		238		1,200					1,438	Remove on completion.
	YP-8	30" Overflow Outfall										
		Haul 24" CMP to recycle	2.00 TN	-	-	-	50.00	100	-	-	100	

CONFIDENTIAL

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
	YP-8	30" Overflow Outfall										
		Haul old bedding to dump	300.00 TN	-	-	-	9.00	2,700	-	-	2,700	
		Seeding	4,050.00 SF	-	-	-	1.00	4,050	-	-	4,050	
		Clear & Grub	4,050.00 sf	530	-	-			98.86		530	
		Strip Topsoil	50.00 cy	164	-	-			49.43		164	4050 SF @ 4" depth.
		Spread Topsoil	50.00 cy	327	-	-			49.43		327	4050 SF @ 4" depth.
		Load & haul topsoil to stockpile	50.00 cy	164	-	-	6.00	300	98.86		464	
		Load & haul topsoil to site	50.00 cy	164	-	-	6.00	300	98.86		464	
		Maintain Stockpile	50.00 cy	103	-	-			61.31		103	Two months.
		Water for Backfill	1.00 MG	-	100.00	100	-	-	-	-	100	
		Pipe Zone Backfill - Purchase	288.00 TN	-	35.00	10,080	-	-	-	-	10,080	ASTM D2321 Class 1B - 1 1/2" crushed rock. 4,500 #/BCY with 15% waste.
		SILT FENCE	640.00 LF	1,015	0.10	64	2.00	1,280	8.49		2,359	Installed by SUB, maintained, removed and disposed of by AW forces.
		Excavate & Remove Existing 24" CMP	300.00 lf	9,934	-	-	-	-	35.78		9,934	
		Load old bedding and clean trench bottom	1,200.00 SF	5,961	-	-	-	-	35.78		5,961	
		Dig / Lay / Backfill 30" C900	300.00 lf	9,934	-	-	-	-	35.78		9,934	673.9 BCY of excavation, 451.7 BCY of soil backfill..
		SDR35 PVC 30" - Purchase	300.00 lf	-	89.00	26,700	-	-	-	-	26,700	
		Pipe Testing	300.00 LF	1,736	2.00	600			-	-	2,336	
		Connect to Existing Manhole	1.00 ea	497	500.00	500	-	-	17.89		997	Includes Matl \$ for new boot.
		Pipe Marker Wire	300.00 LF	745	5.00	1,500	-	-	17.89		2,245	
		PIPE MARKER TAPE	140.00 LF	175	0.55	77	-	-			252	
		30" Poly Tube	10.00 lf	-	1.00	10	-	-	-	-	10	
		Megalugs 30"	2.00 ea	119	1,294.90	2,590	-	-	-	-	2,709	
		DI Solid Sleeve MJ 30"	1.00 ea	119	805.00	805	-	-	-	-	924	
		Core drill 36" - Existing Headwall	1.00 EA	-	-	-	600.00	600	-	-	600	Assume 12" thick.
		30" Ductile Iron Pipe 10-0 FxPE	1.00 ea	445	3,643.20	3,643	-	-	-	-	4,089	
		Link seals LS-525	33.00 EA	294	183.46	6,054	-	-	-	-	6,348	
		Bolt & gasket sets 30" SS	1.00 EA	148	699.60	700	-	-	-	-	848	
		Duckbill Check Valve 30"	1.00 EA	238	14,620.00	14,620	-	-	-	-	14,858	
		YP-8 30" Overflow Outfall		32,813		68,043		9,330			110,186	
		1 Yard Pipe		154,621		304,684		19,190			478,494	
2		Site Work										
	BP-1	Bike Path										
		Haul concrete to recycle	5.10 TN	-	-	-	40.00	204	-	-	204	
		Purchase stone base for sidewalk	3.50 T		35.00	123	-	-	38.22		123	
		Temporary trail - Allowance	1.00 LS	1,168	2,000.00	2,000	-	-	-	-	3,168	Install, maintain and remove.
		Demolish concrete, load truck	68.00 CF	993	-	-	-	-	-	-	993	Assume 8' W x 17' L x 6" T.
		Signage	1.00 LS	584	500.00	500	-	-	-	-	1,084	Warning, detour, dates.
		Public outreach	1.00 LS	584	0.00	0	-	-	-	-	584	Meeting with the bicycle mafia.
		Rough Grade sidewalk	136.00 sf	199	-	-	-	-	-	-	199	
		Fine Grade Sidewalk	136.00 sf	397	-	-	-	-	-	-	397	
		Stone Fill sidewalk	3.50 TN	337	35.00	123	-	-	32.94		460	
		Vapor Barrier sidewalk	136.00 sf	106	0.25	34	-	-	-	-	140	
		Mesh sidewalk	136.00 sf	159	1.00	136	-	-	-	-	295	
		Edge form sidewalk	17.00 sf	494	3.00	51	-	-	-	-	545	
		Key sidewalk	16.00 lf	116	2.00	32	-	-	-	-	148	
		Chute Pour sidewalk	3.00 cy	234	-	-	-	-	-	-	234	
		Float Slab on Grade	136.00 sf	158	-	-	-	-	-	-	158	
		Finish Slab on Grade	136.00 sf	158	-	-	-	-	-	-	158	
		Cure Slab on Grade	136.00 sf	79	0.10	14	-	-	-	-	93	
		Backup curbs	17.00 CF	166	0.00	0	-	-	-	-	166	
		Redimix 3000 psi	3.00 cy	-	250.00	750	-	-	-	-	750	

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BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
		BP-1 Bike Path		5,933		3,762		204			9,899	
	GSW-1	General Site Work										
		Erosion Control	1.00 Ls	-	-	-	15,000.00	15,000	-	-	15,000	
		Seeding	4,050.00 SF	-	-	-	1.00	4,050	-	-	4,050	
		Chain Link Fencing - Yard	1,500.00 LF	-	-	-	10.00	15,000	-	-	15,000	
		Chain Link Fencing - Remove & Replace Existing	300.00 LF	-	-	-	50.00	15,000	-	-	15,000	Must be removed for pipe installation.
		Chain Link Fencing - New Tank - 3 sides	270.00 LF	-	-	-	100.00	27,000	-	-	27,000	
		Clear & Grub	165,000.00 sf	10,803	-	-			98.86		10,803	
		Strip Topsoil	224.00 cy	733	-	-			49.43		733	165,000 SF @ 4" depth.
		Spread Topsoil	224.00 cy	1,467	-	-			49.43		1,467	4050 SF @ 4" depth.
		Load & haul topsoil to stockpile	224.00 cy	733	-	-	6.00	1,344	98.86		2,077	
		Maintain Stockpile	224.00 cy	463	-	-			61.31		463	Two months.
		Place & compact gravel for roads	307.00 cy	3,138			-	-	38.22		3,138	Yard and access road.
		Purchase gravel for roads	691.00 T		35.00	24,185	-	-	38.22		24,185	
		GSW-1 General Site Work		17,337		24,185		77,394			118,916	
		2 Site Work		23,270		27,947		77,598			128,815	
3		Tank										
	T-1	Prep Work for Tank SOG										
		Haul excess to new berm	1,612.00 TN	-	-	-	6.00	9,672	-	-	9,672	30 tons per hour, tandem. Native sand & clay - 2700 #/LCY, 4050 #/BCY.
		Structural Excavation - Tank	796.40 cy	5,214	-	-	-	-	54.66		5,214	Assume 2.00' excavation.
		Place & compact Class 6	398.20 cy	12,210			-	-	38.22		12,210	
		Purchase Class 6	800.00 T		21.35	17,080	-	-	38.22		17,080	MM quote 50220907 dates 3-21-2024.
		Purchase #67 stone	493.00 T		36.85	18,167	-	-	38.22		18,167	MM quote 50220907 dates 3-21-2024.
		Water for Backfill	10.00 MG	-	60.00	600	-	-	-	-	600	
		Tracking Pad	1.00 LS	2,228	5,000.00	5,000	-	-	100.45		7,228	
		Scarify/Recompact to 8"	10,751.00 sf	9,979	-	-	-	-	100.45		9,979	
		Concrete Washout	1.00 LS	3,342	200.00	200	-	-	100.45		3,542	
		Place & compact #67 stone leveling base	199.10 cy	6,930	-	-	-	-	100.45		6,930	
		Fine grade for #67 stone	10,751.00 sf	5,988	-	-	-	-	100.45		5,988	Must be +/- 1/2".
		Rough grade for Class 6	10,751.00 sf	2,994	-	-	-	-	100.45		2,994	
		Mirafi 1100N	1,195.00 sy	992	4.50	5,378	-	-	-	-	6,370	
		Shape & compact fill at new berm	796.40 BCY	30,430	-	-	-	-	35.78		30,430	
		Bond on DN design @ 1%	1.00 LS		2,960.00	2,960	-	-	35.78		2,960	
		Leak test tank	1.00 LS	3,725	-	-	-	-	35.78		3,725	
		Disinfect tank	1.00 LS	3,725	500.00	500	-	-	35.78		4,225	
		T-1 Prep Work for Tank SOG		87,757		49,885		9,672			147,314	Assumes 2.00' excavation, 12" of Class 6, 1 layer of Mirafi, 6" of #67 stone (or Crushed Stone Leveling Base Material).
	T-2	Prep Work for Tank Support										
		Place & compact Class 6	362.00 cy	5,550			-	-	38.22		5,550	
		Purchase Class 6	814.00 T		21.35	17,379	-	-	38.22		17,379	
		Remove & Dispose of Class 6	0.00 cy	0	0.00	0	10.00	-	38.22	0	0	
		Mirafi 1100N	1,144.00 sy	950	4.50	5,148	-	-	-	-	6,098	
		T-2 Prep Work for Tank Support		6,500		22,527					29,027	Winding track, crane pad, wall & dome casting beds.
	T-3	DN Tank										
		DN Tank - Construction	1.00 LS		0.00	0	1,595,000.00	1,595,000	35.78		1,595,000	Proposal dated April 12, 2024.
		Bond on DN construction @ 1%	1.00 LS		15,950.00	15,950			35.78		15,950	
		Tank Design and Piping Materials	1.00 LS				206,200.00	206,200	39.11		206,200	

CHANGED TO 1,545,000

CHANGED TO 15,450

DELETE - ALREADY SUBMITTED EARLY PACKAGE

BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
		T-3 DN Tank				15,950		1,891,200			1,907,150	
		3 Tank		94,257		88,361		1,900,872			2,083,491	
4		Electrical										
	E-1	GECO										
		Electricity - GECO	1.00 ls				109,623.00	109,623	-	-	109,623	
		Bond on GECO @ 0.65%	0.00 ls	0	2,105.00	0	0.00	0	-	-	0	
		Allowance for duct banks	1.00 LS	3,066	1,850.00	1,850	-	-	38.22		4,916	Quantity and configuration not known at 30%.
		Allowance for tank penetrations	2.00 EA	3,680	2,000.00	4,000	-	-	38.22		7,680	Shown in Section A on 03U501.
		E-1 GECO		6,746		5,850		109,623			122,219	
		4 Electrical		6,746		5,850		109,623			122,219	
19010		Construction Support										
	* unassigned *											
		Assistant Project Manager I	15.00 wk	42,000	-	-	-	-	-	-	42,000	
		Superintendent I	36.00 wk	112,320	-	-	-	-	-	-	112,320	
		Field Engineer	20.00 wk	44,000	-	-	-	-	-	-	44,000	
		Supervision Burden	198,320.00 \$	128,908	-	-	-	-	-	-	128,908	
		Office Setup	1.00 ls	4,650	3,000.00	3,000	-	-			7,650	
		Weekly cleanup	8.00 mo	9,300	100.00	800	-	-	-	-	10,100	
		Office - Cleaning	8.00 mo	4,650	100.00	800	-	-	-	-	5,450	
		Water - Drinking	8.00 mo		150.00	1,200	-	-			1,200	
		IT - Computer Hardware Expense	16.00 MO	-	300.00	4,800	-	-	-	-	4,800	
		IT - Technology Charge	16.00 MO	-	300.00	4,800	-	-	-	-	4,800	
		IT - Other Software Expense	16.00 MO	-	100.00	1,600	-	-	-	-	1,600	
		IT - IPAD	8.00 MO	-	900.00	7,200	-	-	-	-	7,200	
		Telephone - Bills	16.00 mo				1,000.00	16,000	-	-	16,000	
		Rubbish -Boxes	8.00 mo	-	-	-	750.00	6,000	-	-	6,000	
		Sanitary - Hookup	1.00 ls				10,000.00	10,000	-	-	10,000	
		Temporary Toilets	8.00 mo				500.00	4,000	-	-	4,000	
		Oxygen/Acetelyne	8.00 mo		150.00	1,200	-	-			1,200	
		Signs	2.00 ea		1,500.00	3,000			-	-	3,000	
		Site Fence	1,000.00 lf				8.00	8,000	-	-	8,000	
		Stairs & Ladders	8.00 mo	22,320	1,500.00	12,000	-	-	-	-	34,320	
		Small Tools	8,732.00 mhs	-	3.00	26,196	-	-	-	-	26,196	
		Photos	8.00 mo				75.00	600	-	-	600	
		Aerial Photos	0.00 ea	0	0.00	0	750.00	0	-	-	0	
		Supplies - Office	8.00 mo		250.00	2,000	-	-			2,000	
		Supplies - Copy Machine	8.00 mo		500.00	4,000	-	-			4,000	
		Postage	8.00 mo		150.00	1,200	-	-			1,200	
		Furniture - Engineer's Office	0.00 LS	0	5,000.00	0	-	-	0.00	0	0	
		Computer	8.00 mo		250.00	2,000	-	-			2,000	
		Scheduling P6 FEES	1.00 EA				1,000.00	1,000	-	-	1,000	
		Safety Supplies	8,732.00 mhs	-	2.00	17,464	-	-	-	-	17,464	
		Drug Tests	10.00 ea	-	-	-	100.00	1,000	-	-	1,000	
		Removals - Mud	4.00 mo				2,000.00	8,000	-	-	8,000	
		Erosion Control -Silt Fence	1,000.00 lf				4.00	4,000	-	-	4,000	
		Site Security	8.00 mo				1,000.00	8,000	-	-	8,000	
		Traffic Control	1.00 ls		1,000.00	1,000			-	-	1,000	
		Permit - CDHPE	1.00 ls		1,000.00	1,000			-	-	1,000	
		Permit - Building	0.00 sf	0	20.00	0	0.00	0	-	-	0	
		Equipment Balance	1.00 ls	-	75,601.00	75,601	-	-	#####	129,752	205,353	
		Water truck operator	0.00 mo	0	-	-	-	-	-	-	0	

TO BE INCLUDED IN
GMP-2

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BID ITEM	AREA	Description	Takeoff Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	Notes
		19010 Construction Support		368,147		170,861		66,600		129,752	735,360	
				368,147		170,861		66,600		129,752	735,360	

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	647,042		8,731.503 hrs				16.44%
Material	597,703						15.18%
Subcontract	2,173,883						55.22%
Equipment	129,752						3.30%
Other							
	3,548,380	3,548,380	3,079,461				90.14% 90.14%
BONDS & INSURANCE @ 2.25%	79,839		69,288	2.250 \$ / 100	T		2.03%
	79,839	3,628,219	3,148,749				2.03% 92.17%
CMAR Fee	308,300		267,643	8.500 %	T		7.83%
Total		3,936,618	3,416,393				



BUILT
FOR THE FUTURE

CONSTRUCTION CONTRACT PROPOSAL

AWWA D110 Type III Tank / Reservoir

Date: April 12, 2024
Reference: DN Tanks Proposal Based on 60-percent Design Documents Dated April 2024
Owner: City of Arvada
Project: Zephyr (Zone 5) Water Storage Tank
Location: City of Arvada, Jefferson County, Colorado
Base Bid: 1.0 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank
Engineer: HDR
Addenda: None Issued

DN Tanks is pleased to provide our price proposal for the design and installation of the (1) 1.0 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank in accordance with the April 2024 60-percent Design Drawings and Specifications prepared by HDR and Draft Geotechnical Report prepared by Shannon & Wilson (hereinafter "Contract Documents"). DN Tanks contract price is based on the conditions outlined hereunder. In arriving at DN Tanks' proposed pricing, DN Tanks has assumed an uninterrupted operation starting with the day DN Tanks arrives on site to perform work.

DN Tanks is listed as approved for the design and construction of the AWWA D110 Type III Dome Roof Wire-Wound Precast Prestressed Concrete Water Storage Tank as indicated in Paragraph 2.1.A.1 on Page 4 of Specification Section 33 16 32.

I. OUTLINE OF SERVICES FURNISHED BY DN TANKS:

A. Design Calculations and Drawings: Design calculations and drawings for one (1) 1.0 MG Dome Roof Wire-Wound Precast Prestressed Concrete Water Storage Tank by a registered Professional Engineer in the State of Colorado, in accordance with AWWA D110 Type III, ACI 350, referenced in Section 33 16 32 of the Contract Specifications and shown on Sheets 03U101, 03U102, 03U301, 03U501 and 03U502 of the Contract Drawings. Design drawings, calculations and material data sheets will be submitted a minimum of eight (8) weeks prior to the DN Tanks mobilization to the site. The tank dimensions and elevations are as follows:

- Tank Floor Thickness: 4-inch
- Tank Floor Slope: Concentric at 2-percent (Low Point at Center)
- Tank Floor Elevation: 5968.41 (Perimeter) / 5967.41 (Center)
- Wall Inside Diameter: 97.00-foot
- Foundation Outside Diameter: 101.00-foot
- Side Water Depth: 19.00-foot
- Overflow Elevation: 5987.41
- Wall Freeboard Height: 12-inches

B. Labor, Materials, Supervision and Expenses: Labor, materials, supervision and expenses for casting, installing, and prestressing of the above-referenced tank floor, integral perimeter footing, prestressed wall system, precast concrete dome roof and appurtenances in

accordance with AWWA D110 Type III, ACI 350, referenced in Section 33 16 32 of the Contract Specifications and shown on Sheets 03U101, 03U102, 03U301, 03U501 and 03U502 of the Contract Drawings. Provide a 4-inch thick concentrically-sloping concrete floor complete including 0.5-percent reinforcing steel to concrete ratio, integral perimeter footing and 6-mil polyethylene vapor barrier. Provide a 4-inch thick precast concrete dome roof. The tank floor is not designed to resist hydrostatic uplift forces. Interior tank baffle walls are not included. Crystalline waterproofing concrete admixture is not included. Since the tank capacity is over 350,000 gallons, concrete certified in accordance with the NSF / ANSI Standard 61 is not included. A interior tank mixer or mixing system is not included.

C. Tank Appurtenances: The tank appurtenances to be furnished and installed by DN Tanks are as follows:

1. **Overflow Pipe and Weir:** Installation only of the above-floor portion of one (1) 16-inch diameter welded steel overflow pipe and weir assembly extending from a flange 12-inches above the tank finished floor elevation to the overflow elevation. DN Tanks will furnish and install the 3.50-foot square above-floor concrete encasement of the overflow pipe and weir including forming and reinforcing steel. The Contractor is responsible for the full under-floor portion of the overflow pipe and concrete encasement including termination to a flange 12-inches above the tank finished floor elevation. The Contractor is also responsible for the furnish and delivery of the above-floor portion of the 16-inch diameter welded steel overflow pipe.
2. **Inlet and Outlet Pipe Safety Posts:** Four (4) fiberglass posts fastened to the tank floor with loops and safety chains around the locations of the inlet and outlet pipes.
3. **Drain Pipe Railing:** One (1) set of 42-inch tall fiberglass railing with two-rail configuration fastened to the tank floor around the location of the center drain pipe.
4. **Roof Vent:** One (1) 24-inch diameter Type 316 Stainless Steel fail-safe roof vent with extended throat and Type 316 Stainless Steel mesh screens.
5. **Roof Hatches:** Two (2) 6.00-foot square aluminum roof hatches including double-leaf cover, minimum 12-inch roof curb and fall protection grating system. The Contractor is responsible for the full intrusion switch assembly including installation, equipment and wiring and connections at each roof hatch.
6. **Roof Hatch Adjacent Platform:** One (1) 6.00-foot x 12.25-foot aluminum landing adjacent to one of the roof hatches and the exterior ladder including framing, bracing, grating and wall mount sleeve (only) for davit crane. The Contractor is to furnish and install the davit crane assembly.
7. **Roof Sleeves:** Two (2) Type 316 Stainless Steel extended blind flange x plain end roof sleeves (one at 3-inch diameter and one at 6-inch diameter) extending through the tank dome roof and roof hatch adjacent platform. The Contractor is to furnish and install all interior and exterior assemblies including electric, instrumentation, equipment, wiring, connections and programming.
8. **Roof Safety Anchors:** Four (4) Type 316 Stainless Steel safety tie-off anchors attached to the tank dome roof.
9. **Interior Ladders:** Two (2) fiberglass interior ladders extending from the tank floor to each roof hatch including a fall prevention device and safety post.
10. **Exterior Ladder:** One (1) aluminum exterior ladder extending from the finish grade elevation to the tank roof including a fall prevention device, safety post and 12.00-foot tall hinged security plate.

11. **Roof Handrail:** 42-inch tall aluminum roof handrail with three-rail configuration, Hollaender SpeedRail joint fittings and toe board at the following locations:
 - Entire Roof Perimeter with Opening at Exterior Ladder Location – The horizontal pieces will be straight segmented sections around the tank roof perimeter.
 - Roof Hatch Perimeter with Single Gate
 - Roof Hatch and Roof Hatch Adjacent Platform with Single Gate
12. **Exterior Conduit and Pipe Mounting Pads:** Exterior shotcrete pads on the tank wall exterior to accommodate two (2) vertical corridors of external pipe or conduit approximately 180-degrees apart near each roof hatch location.

D. Exterior Decorative Coating: DN Tanks will furnish and install a decorative coating system to the exposed surfaces of the wall exterior consisting of two (2) coats of a non-cementitious, high build, 100-percent acrylic resin polymer such as “Tammcoat Smooth” textured protective coating or equal. DN Tanks will furnish and install a decorative coating system to the dome roof exterior consisting of one (1) coat of a cementitious based damp-proofing product such as “Tamoseal” or equal and one (1) coat of a high-performance elastomeric acrylic resin protective coating product such as “Tammolastic” or equal. DN Tanks pricing does not include any tank interior coatings or floor sealers.

II. WORK TO BE PERFORMED BY THE CONTRACTOR:

- A. **Layout and Survey:** All layout and survey work required to locate the tank center point, piping locations, elevations, base control lines and grades as required for tank construction as well as benchmark of elevation and north reference point for construction staking. The Contractor is to provide field verification of existing tank dimensions and elevations prior to DN Tanks finalizing the tank design submittal, if required.
- B. **Erosion Control Measures:** Installation, maintenance and removal of the erosion control measures including the concrete truck wash-out area. The Contractor is to prepare and administer the storm water pollution prevention measures as required by the Contract Documents.
- C. **Demolition:** Provide the complete removal of all required above-ground and under-ground structures and utilities to allow for construction of the tank in accordance with the Contract Documents and attached EX-Drawings (DN Tanks Site Layout and Tank Section). Protection of existing structures and utilities within DN Tanks work and operating areas is to be provided including all required sheeting, shoring and plates as required.
- D. **Excavation, Structural Fill and Dewatering:** Clearing, grubbing, topsoil stripping, excavation (including rock) and structural fill required to create the tank site as required in the Contract Documents, Geotechnical Information and attached EX-Drawings. Over-excavation at the proposed tank location is to extend vertically down to the proposed subgrade elevation and horizontally approximately 8.00-foot beyond the tank foundation outside diameter (approximate diameter of 117.00-foot). Scarify the subgrade to a minimum depth of 12-inches, compact to 95-percent of the Modified Proctor ASTM D1557, moisture condition to within minus 2-percent to plus 2-percent of optimum and compacted with a 10-ton (minimum) vibratory roller compactor. After compaction, the subgrade is to be proof-rolled using a static roll. Furnish,

place, grade and compact structural fill material to within 6-inches below the bottom of the tank floor, perimeter footing, thickened floor area and under-floor concrete pipe encasements. Structural fill material is to consist of Colorado Department of Transportation (CDOT) Class 6 A.B.C. granular material compacted to 95-percent of the Standard Proctor ASTM D698 and moisture conditioned to within 2-percent of optimum. The Contractor is responsible for the excavation of unsuitable soils, placement of structural fill, compaction, grading and verification that a suitable subgrade has been achieved by an independent testing agency or laboratory. DN Tanks will not be held responsible for the verification of soil bearing capacity or handling of unsuitable soils, if encountered.

Additional excavation is required beyond the tank foundation for a 10-foot wide all-weather level wire-winding track around the perimeter of the tank with an approximate finish grade elevation of 5968.00 (approximately 6-inches below the tank floor elevation of 5968.41) in accordance with the Contract Documents and OSHA Requirements. The all-weather track is to be stable and sloped away from the tank for drainage. Additional work will be required to complete the winding track after the tank floor and integral perimeter footing is placed and the forms are stripped. Perform the preparation of the access road, access ramp, wire-winding track, work roads, work areas, crane position and casting areas as shown on the attached EX-Drawings. Provide all-weather access and work roads with a maximum 15-percent slope into the tank construction areas to accommodate concrete trucks, cranes and other heavy construction equipment.

The Contractor is responsible for the preparation of the tank under-floor pipe pits including necessary excavation to provide a minimum 12-inches of concrete encasement on all sides of the pipe, support-of-excavation system, granular leveling base at the bottom of each pipe pit and compacted material around the sides and top of each encasement. The Contractor is to coordinate the pipe pit preparation, pipe installation and concrete encasement with DN Tanks. Please refer to the attached Drawing Sheet 03U502 with DN Tanks mark-ups.

All work is to comply with all OSHA Safety Requirements and all OSHA Excavation Requirements per 29 CFR 1926. The Contractor is responsible for maintaining, protecting and repairing the integrity of the slopes for the duration of the project. If required, the Contractor is to provide an excavation design plan stamped by a registered Professional Engineer. All work is to be in accordance and comply with all local, state and federal regulations.

A dewatering system is to be furnished, installed, inspected, maintained, and continuously operated by the Contractor at all times for the duration of the tank's construction and until the final tank backfill is placed to control groundwater and provide a dry and stable working area. The site is to be graded and top of slopes bermed to divert storm water around the tank excavation. The Contractor is responsible for all ground and surface dewatering measures required and assumes all risks in the event of a dewatering system malfunction.

- E. Crushed Stone Leveling Base Material:** Furnish, install, compact and fine grade (0-inch to minus 1/2-inch) all necessary imported leveling base material. This item includes providing a minimum 6-inch layer of leveling base material under the tank floor, integral perimeter footing, thickened floor area and under-floor concrete pipe encasements. A non-woven geotextile fabric Mirafi 1100N or equal is to be placed between the top of the structural fill or subgrade

and the bottom of the leveling base material. The leveling base material is to consist of a well-graded crushed stone and is to meet the specification indicated below. If crushed stone is used for the leveling base material, compaction performance criteria is to be used to gauge the degree of compaction. Crushed stone is to be placed in layers not exceeding 6-inches and compacted with at least two (2) passes in each direction with vibratory compaction equipment. All work is to be in accordance with the Contract Documents. The surface elevation of the leveling base is to be fine graded to a tolerance of plus 0-inches to minus ½-inch over the entire foundation area. Fine grading tolerances for floor pipe encasements are to be plus 0-inches to minus 6-inches. Compaction is to be to at least 98-percent of the Standard Proctor ASTM D698. The crushed stone material is to consist of clean, hard, durable, crushed particles or fragments of stone or ledge rock of uniform quality and reasonably free of thin or elongated pieces. The material is to be free from ice, snow, rubbish, sods, roots and other deleterious or organic materials and conform to the following gradation requirements meeting ASTM C-33 Stone Size No. 67.

Sieve Size	Percent Passing By Weight
1-inch	100%
3/4-inch	90% - 100%
3/8-inch	20% - 55%
No. 4	0% - 10%
No. 8	0% - 5%

Please note the following floor and footing dimensions required for the tank:

- 4-inch Thick Flat Floor (By DN Tanks)
- 3.00-foot Wide x 1.00-foot Deep Integral Perimeter Footing (By DN Tanks)
- 6.50-foot Wide x 8-inch Deep Integral Wall Brace Thickened Floor Area (By DN Tanks)
- Minimum 12-inch Thick Under-Floor Pipe Concrete Encasements (By Contractor)

F. Soils Testing: The Owner is responsible for inspecting the subgrade for conformance with the final geotechnical information and its suitability for the tank foundation. The Owner, Engineer and / or Contractor is to provide all written correspondence relating to verification of soil bearing capacity beneath the tank confirming that the design criteria stated below has been achieved prior to DN Tanks mobilization to the site.

This proposal is based on the following minimum foundation design criteria requirements for the 1.0 MG AWWA D110 Type III Dome Roof Wire-Wound Precast Prestressed Concrete Water Storage Tank.

- Minimum Allowable Bearing Capacity: 3,200-psf (Based on Minimum Safety Factor of 3.0)
- Maximum Total Settlement: 1-inch or less
- Maximum Differential Settlement: 0.50-inch or less (From Tank Edge to Center)
- Potential Vertical Rise (PVR): 1-inch or less
- The tank floor is not designed to resist hydrostatic uplift forces.
- Soils at the tank location are not corrosive.

The Contractor is responsible for the excavation of unsuitable soils, placement of engineered fill, compaction, grading and verification that a suitable subgrade has been achieved by an independent testing agency or laboratory. DN Tanks will not be held responsible for the verification of soil bearing capacity or handling of unsuitable soils, if encountered.

- G. Preparation of Access Road, Access Ramp, Wire-Winding Track, Work Roads, Work Areas, Crane Position and Casting Areas:** Furnish, install and maintain (throughout the duration of tank construction) suitable all-weather access for heavy equipment to the job site, adequate working areas and adequate storage areas for DN Tanks materials and equipment including necessary storm water drainage culverts and ditches. The access road, access ramp, wire-winding track, work roads, work areas and crane position are to consist of a minimum 6-inch layer of granular all-weather road base material over geotextile filter fabric Mirafi 500X or equal as shown on the attached EX-Drawings. At a minimum, the precasting areas are to only have the native soil rolled to a hard level surface. It is essential that the access road, access ramp, wire-winding track, work roads, work areas, crane position and casting areas be stable and passable at all times under all weather conditions. Additional work will be required to complete the winding track after the tank floor and perimeter footing is placed and the forms are stripped. Additional areas are required on site to accommodate a concrete truck wash-out area, dumpsters, sanitary facility and eye wash station. All work is to be in accordance and comply with all local, state, and federal regulations.
- H. Site Access, Storage Areas, Traffic Control, and Parking:** The Contractor is to provide suitable all-weather access and work roads with a maximum 15-percent slope for heavy equipment to the job site and adequate working and storage areas for DN Tanks materials and equipment. Such roads are to be suitable for DN Tanks to drive its material trucks and 53-foot trailers on and positioned to allow access to the tank site. The Contractor is to provide a traffic control plan and flagmen as required for DN Tanks material and equipment deliveries. Adequate parking spaces are to be provided for DN Tanks construction personnel. The Contractor is responsible for any restoration or repair of existing roads and paving at the completion of the project.
- I. Tank Under-Floor Piping and Concrete Encasements:** The Contractor is to furnish and install all required tank under-floor piping and concrete encasements as shown in the Contract Documents including all required piping, supports, fittings, concrete encasements, reinforcing steel, appurtenances, hydrostatic testing and connections. The Contractor is responsible for the preparation of the tank under-floor pipe pits including necessary excavation to provide a minimum 12-inches of concrete encasement on all sides of the pipe, support-of-excavation system, granular leveling base at the bottom of each pipe pit and compacted material around the sides and top of each encasement. Each pipe encasement is to have a form finish at the outside surface, a smooth trowel finish at the top surface and a vertical water stop circling around each pipe. The Contractor is to coordinate the pipe pit preparation, pipe installation and concrete encasement with DN Tanks. Please refer to the attached Drawing Sheet 03U502 with DN Tanks mark-ups. The Contractor is responsible for all pressure testing of the tank and yard piping including any appurtenances, flanges and testing equipment required to successfully pressure test pipe.

- Inlet Pipe: One (1) 18-inch diameter welded steel through-floor inlet pipe extending from a blind flange approximately 6-inches above the tank floor elevation to approximately 18-inches beyond the outside of the tank foundation with a plain end including concrete encasement extending to the under-side of the tank floor. The depth of the under-floor pipe and distance inside the tank wall interior is yet to be determined.
- Outlet Pipe: One (1) 24-inch diameter welded steel through-floor outlet pipe extending from a blind flange approximately 6-inches above the tank floor elevation to approximately 24-inches beyond the outside of the tank foundation with a plain end including concrete encasement extending to the under-side of the tank floor. The Contractor is to furnish and install the welded anti-vortex baffle plates inside the tank. The depth of the under-floor pipe and distance inside the wall interior is yet to be determined.
- Drain Pipe: One (1) 12-inch diameter welded steel through-floor center drain pipe extending from a test cap assembly at the tank center floor elevation to approximately 12-inches beyond the outside of the tank foundation with a plain end including a localized concrete encasement. The depth of the under-floor pipe is yet to be determined.
- Overflow Pipe: One (1) 16-inch diameter welded steel through-floor overflow pipe extending from a flange approximately 12-inches above finished floor elevation and extending to approximately 24-inches beyond the outside diameter of the tank foundation with a plain end including concrete encasement extending to the under-side of the tank floor. The depth of the under-floor pipe and distance inside the wall interior is yet to be determined.

J. Exterior Yard Piping: Furnish and install all required yard piping outside of the tank including final connections to the tank. The Contractor is to furnish and install all required piping, fittings, valves, couplings, appurtenances, structures, hydrostatic testing and connections. DN Tanks requires that each pipe connection located outside of the tank foundation be designed, furnished and installed by the Contractor to tolerate the anticipated settlements before continuing the yard piping to the limits of the contract through a flexible connection such as a restrained Dresser-style coupling. The Contractor is responsible for all pressure testing of the tank and yard piping including any appurtenances, flanges and testing equipment required to successfully pressure test pipe.

K. Cathodic Protection: Furnish and install all cathodic protection as indicated in the Contract Documents including anodes, supports, attachments, coatings and connections.

L. Electric and Instrumentation: The Contractor is responsible for all electrical and instrumentation work including furnishing and installing all conduit, wiring, grounding, equipment, structures and connections. The Contractor is to coordinate all fastening of items to the tank structure with DN Tanks. A maximum anchor depth of 3/4-inch is allowable at the tank exterior for all electrical and instrumentation items.

M. Backfill, Remaining Work and Site Restoration: Furnish, place, grade and compact all required backfill and final grading around the completed tank with a minimum elevation of 5974.25 at the east side and a maximum elevation of 5975.25 at the west side. There is not to be any heavy equipment allowed next to the tank and all backfill within 3-foot of the tank is to be hand-compacted. All backfill within 12-foot of the tank is to be performed utilizing lightweight equipment (15,600-pounds maximum). If required, furnish and install the tank perimeter foundation drain system. The Contractor is to perform all remaining work required for the

project upon completion of DN Tanks operations including but not limited to site restoration, piping, structures, paving, fencing and landscaping work around the tank.

- N. Shotcrete and Concrete Debris:** The Contractor is responsible for removing approximately 100 cubic yards of concrete rubble from the on-site panel casting beds and shotcrete rebound. DN Tanks will be responsible for clean-up and trash removal to a location on site resulting from DN Tanks work only.

III. SCHEDULE:

Design drawings, calculations and material data sheets will be submitted a minimum of eight (8) weeks prior to the DN Tanks mobilization to the site.

It is anticipated that the complete construction of the tank will be accomplished in approximately fourteen (14) weeks based on a 5-day work week starting no earlier than Monday, July 8, 2024 and no later than Monday, July 29, 2024.

This schedule is contingent on the site work (layout, erosion control measures, excavation, structural fill, dewatering measures, under-floor pipe pit preparation, granular leveling base material, access road, access ramp, wire-winding track, work roads, work areas, crane position and casting areas) being 100-percent prepared at the time of DN Tanks mobilization. DN Tanks schedule does not make any allowances for delays due to services the Contractor has not provided, bad weather, and / or other unforeseeable conditions.

IV. GENERAL CONDITIONS:

- A. Concrete and Shotcrete Testing:** Concrete and shotcrete testing required for the tank is not included in DN Tanks pricing and is to be by an independent testing laboratory coordinated and paid for by the Owner, Engineer and / or Contractor. DN Tanks pricing does not include project-specific testing to determine the reactivity of the concrete aggregate.
- B. Licenses and Permits:** The Contractor is to procure and pay for all building permits, licenses (other than contractor and business licenses) and inspections required by any local, county, state, and / or federal authority for any part of the work under this Agreement. The Contractor is to furnish any bonds or security of deposits required by such authority to permit performance of the work.
- C. Special Inspections:** The Owner is to provide all required special inspections for this project.
- D. Safety and Security Fencing:** The Contractor is to furnish any safety fencing that may be required by DN Tanks, OSHA and / or the Owner around the excavated site.
- E. Project Photographic and Video Documentation:** The Contractor is to provide all required project photographic and video documentation.
- F. Public Facilitator and Community Liaison:** The Contractor is to provide a Qualified Facilitator for Public Informational Meetings as well as the full-time on-site Community Liaison

for communication with the public at and adjacent to the project site to notify affected occupants and property owners during utility disruption, all safety issues, parking / traffic changes and other concerns of the public regarding construction.

- G. Shop Drawings:** The Contractor is to furnish DN Tanks with copies of shop drawings of any items to be attached to, cast in or installed around the tank floor, integral perimeter footing, prestressed wall system, precast dome roof and appurtenances (before proceeding with the installation of such items) for DN Tanks to review and approve in order that DN Tanks may be assured that there will be no interferences with the operation of DN Tanks machinery or forming.
- H. Tank Testing and Inspection Expenses:** The Contractor is to provide test water and fill the tank including plugging of all openings, pipe sleeves, piping, etc; transport and / or pump the test water into the tank; and dispose of test water, if required, including all incidental costs related to the testing of the tank. Water will be furnished to the tank by the Owner. DN Tanks will observe the tank's leakage test after the tank is filled, if required. Within three (3) days after completion of DN Tanks construction operations, the Owner and . or Contractor is to furnish (at no charge to DN Tanks) sufficient water to fill and test the new tank. The Contractor is to be responsible for filling the tank with water. Water is to be furnished under sufficient volume and pressure to fill the tank in a one-week time frame. Temporary piping and backflow prevention are to be provided, installed, and removed by Contractor, if necessary, to fill the tank. In addition, the Contractor is to provide, install, and remove plugs for all pipe spools and pipes, if necessary, to allow the tank to be filled.
- I. Construction Water:** Construction water is to be provided by the Owner and / or Contractor at no cost to DN Tanks. The Contractor is to assist DN Tanks in maintaining a minimum of 6-inches of water covering the tank concrete floor until it is put into service. During tank construction, the Contractor is to provide within 25-foot of the tank site (at no charge to DN Tanks) potable water for the tank construction and curing or, alternatively, keep DN Tanks on-site water reservoir filled at all times.
- J. Disinfection:** At the completion of DN Tanks scope, the tank interior will be delivered in a broom-clean condition free of all construction debris. DN Tanks will perform disinfection of the tank concurrent with the piping in accordance with AWWA C652 Method 3. The Owner will perform the required bacteriological testing.
- K. Winterization and Cold-Weather Conditions:** If the tank is to remain out of service through the winter months (December through April), the Contractor shall plug all openings and fill the tanks with a minimum depth of water to protect the tank foundations from freezing. No provisions are included in DN Tanks pricing for snow removal or extreme cold-weather protection during construction of the tank.
- L. Supervision:** DN Tanks will provide one (1) week of supervision for the installation of the under-floor piping and concrete encasements. Any additional weeks (if required) will be provided at an additive cost of \$6,500 per week. The Contractor is to determine the number of weeks required for DN Tanks supervision based on the Contractors duration to perform this work and include this cost in the Contractor's bid.

M. Wire Winding Process, Shotcrete Overspray Protection and Exterior Coating Overspray Protection: During the wire winding process, the area near the tank cannot be occupied by construction personnel other than DN Tanks Prestressing Crew for a distance of 100-feet from the prestressing operation. During the shotcrete and tank exterior coating process, the Contractor is to protect their work as well as any existing or proposed structures within 100-feet of the tank that may be subject to over spray damage with sheeting or tarps.

N. Standby Time, Delays, Construction Time and Continuous Operation: No other construction activities can be accomplished in the tank area without the approval of DN Tanks. DN Tanks realizes that some construction for other work at the tank area will be in progress, but our proposal requires that no work be accomplished in the tank area without DN Tanks approval. In the event that the Contractor has not completed the services it is to provide under this Agreement by the date that DN Tanks has been requested to start work by the Contractor or if the tank is filled in more than a one-week time frame, resulting in standby time for DN Tanks personnel, the cost for such standby time will be charged for each day that DN Tanks key personnel are required to wait. It is further agreed that DN Tanks be permitted to execute its work without delay or interruptions. If delayed, DN Tanks reserves the right to seek reimbursement or compensation from the party causing the delay. DN Tanks will assist the Contractor in formulating a construction schedule.

O. DBE / MBE / WBE / SBE Participation: DN Tanks is a specialty design-build company with singular responsibility of the design and construction of the tank and cannot offer any DBE, MBE, WBE or SBE participation, if required by the Contract Documents.

P. Insurance: DN Tanks will supply insurance certificates for standard amounts and coverages excluding Builder's Risk Insurance, Railroad Protective Insurance and Owner's and Contractor's Protective Insurance. If the Contractor includes DN Tanks as an additional insured on the Contractor's insurance policy, all applicable deductibles are to be paid for by the Contractor. DN Tanks is to be named as additional insured on the Contractor's "Builder's Risk" insurance policy to the Owner and all applicable deductibles are to be paid for by Contractor, unless DN Tanks is reimbursed for acquiring its own policy.

Q. Guarantee: DN Tanks will guarantee the tank for a period of five (5) years after tank construction is complete. The tank guarantee will be provided on a DN Tanks company letterhead. DN Tanks price does not include any labor or equipment required for anniversary inspections.

R. Equal Opportunity Employer: DN Tanks is bidding this project as an equal opportunity contractor.

V. PRICE AND SUBCONTRACT CONDITIONS:

A. Subcontract Terms and Conditions: DN Tanks reserves the right to negotiate mutually agreeable subcontract terms and conditions upon award.

B. Performance / Payment Bonds: A performance and payment bond is NOT included. If the

Contractor desires DN Tanks to furnish a performance / payment bond, the charge for such bonds is to be paid directly to DN Tanks bonding agent by the Contractor or may be paid directly to DN Tanks at the rate of 1-percent of DN Tanks subcontract amount. DN Tanks price does not include the cost of a bid bond or maintenance bond.

C. Taxes: DN Tanks Proposal does NOT include taxes.

D. Wage Rates: DN Tanks Proposal is strictly for use in a Merit (Open-Shop) environment utilizing all required applicable wages rates. Additional costs will apply if DN Tanks is required to provide union labor.

E. Domestic Materials: DN Tanks Proposal does not include any domestic material requirements. Additional costs will apply is DN Tanks is required to provide materials in conformance with any Buy American, American Iron and Steel (AIS) or Bipartisan Infrastructure Law (BIL) Build America Buy America (BABA) Act Requirements.

F. Proposal Pricing: Construction of the 1.0 MG Prestressed Concrete Water Storage Tank based on April 2024 60-percent Design Drawings and Specifications including the above-floor overflow riser pipe installation, appurtenances and exterior coating:

\$1,545,000.00

The tank design will be provided under a separate design subcontract.

G. Changes in Scope: Any additions, deletions, or changes to this proposal will subject DN Tanks Proposal Pricing to change.

Please contact me through the information below with any questions.

Sincerely,

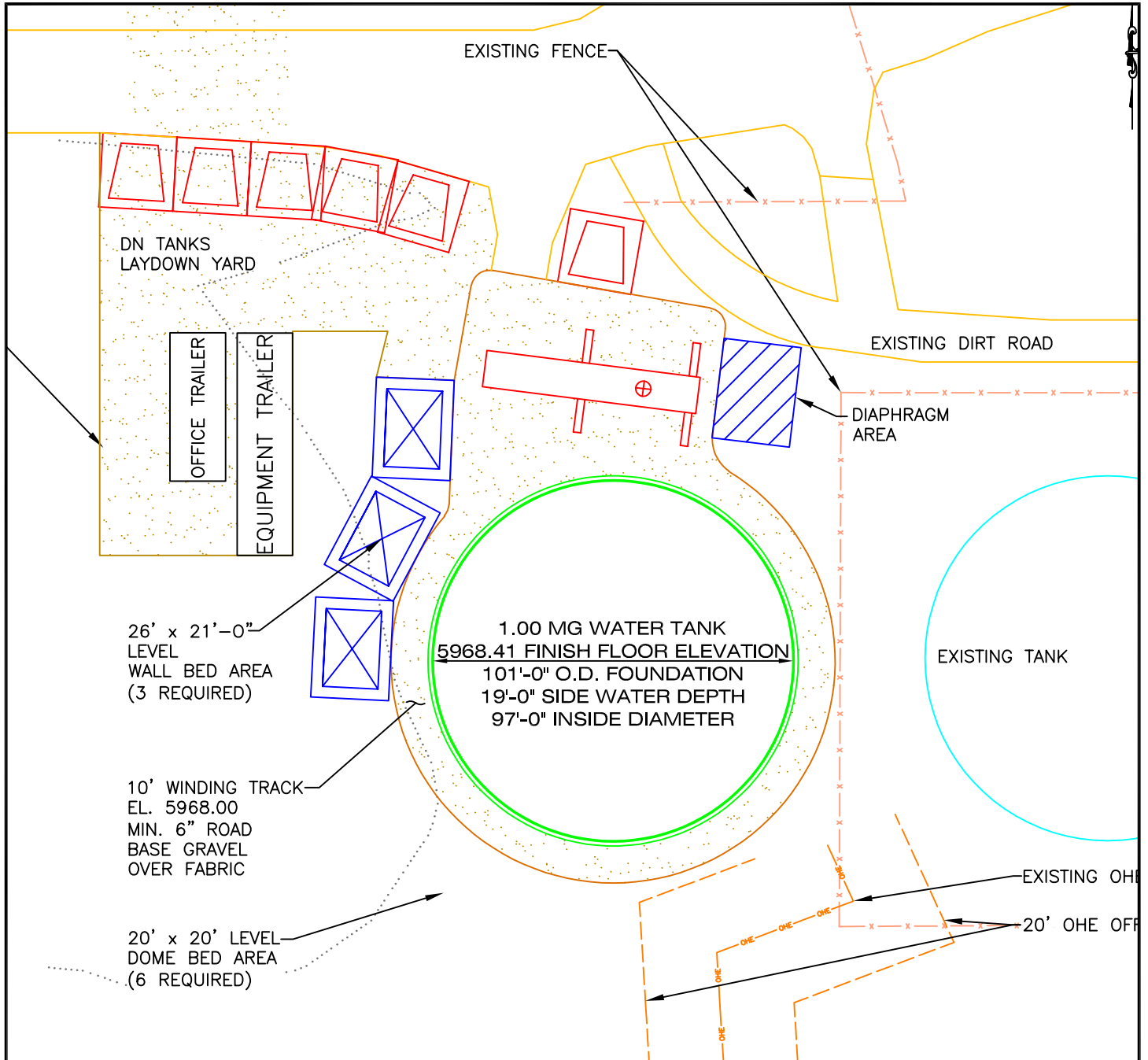
Chris Saxton

Chris Saxton
Regional Manager
DN Tanks, LLC

E-Mail: chris.saxton@dntanks.com
Phone: (701) 425-1384

Attachments:

- DN Tanks EX-1 Site Layout and EX-2 Tank Section Drawings
- Drawing Sheet 03U502 with DN Tanks Mark-Ups



NOTES:

- PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
- FINAL CASTING BED LOCATIONS TO BE DETERMINED BY THE DN TANKS FIELD SUPERINTENDENT.
- LEVEL AREAS MUST BE PROVIDED FOR CASTING BEDS, CRANE AREAS, AND EQUIPMENT AND OFFICE TRAILERS. ALSO PROVIDE ACCESS TO TRACK.
- BASED ON 240 TON CRANE WITH A 125 FT WORKING RADIUS ERECTING 15 FT WIDE & 6 IN THICK UNIFORM WALL PANELS.
- AT A MINIMUM, ALL WORK ROADS, ACCESS ROADS, RAMPS, CRANE AREAS, AND THE WINDING TRACK SHALL HAVE 6" OF ROAD BASE OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL. REFER TO SCOPE LETTER FOR REQUIREMENTS.
- MIRAFI 1100N OR EQUAL, SHALL BE PLACED PRIOR TO INSTALLATION OF CRUSHED STONE LEVELING BASE MATERIAL UNDER THE TANK.
- DN TANKS WILL REQUIRE A 60 FT X 15 FT AND A 40 FT X 15 FT AREA TO BE PREPARED FOR OUR EQUIPMENT TRAILER AND OFFICE TRAILER. THIS AREA MUST BE LOCATED WITHIN 150 FT OF THE TANK. THIS AREA MUST BE CLEARED, GRUBBED, LEVELED, AND EASILY ACCESSIBLE.

"THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS."



1.00 MG PRECAST, PRESTRESSED CONCRETE WATER STORAGE TANK CONSTRUCTION SITE LAYOUT - PLAN

DRAWN BY: TP	DATE: 04/09/24	SCALE: 1" = 40'-0"	DWG# EX-1	REV: ---/---/---	CHECKED:
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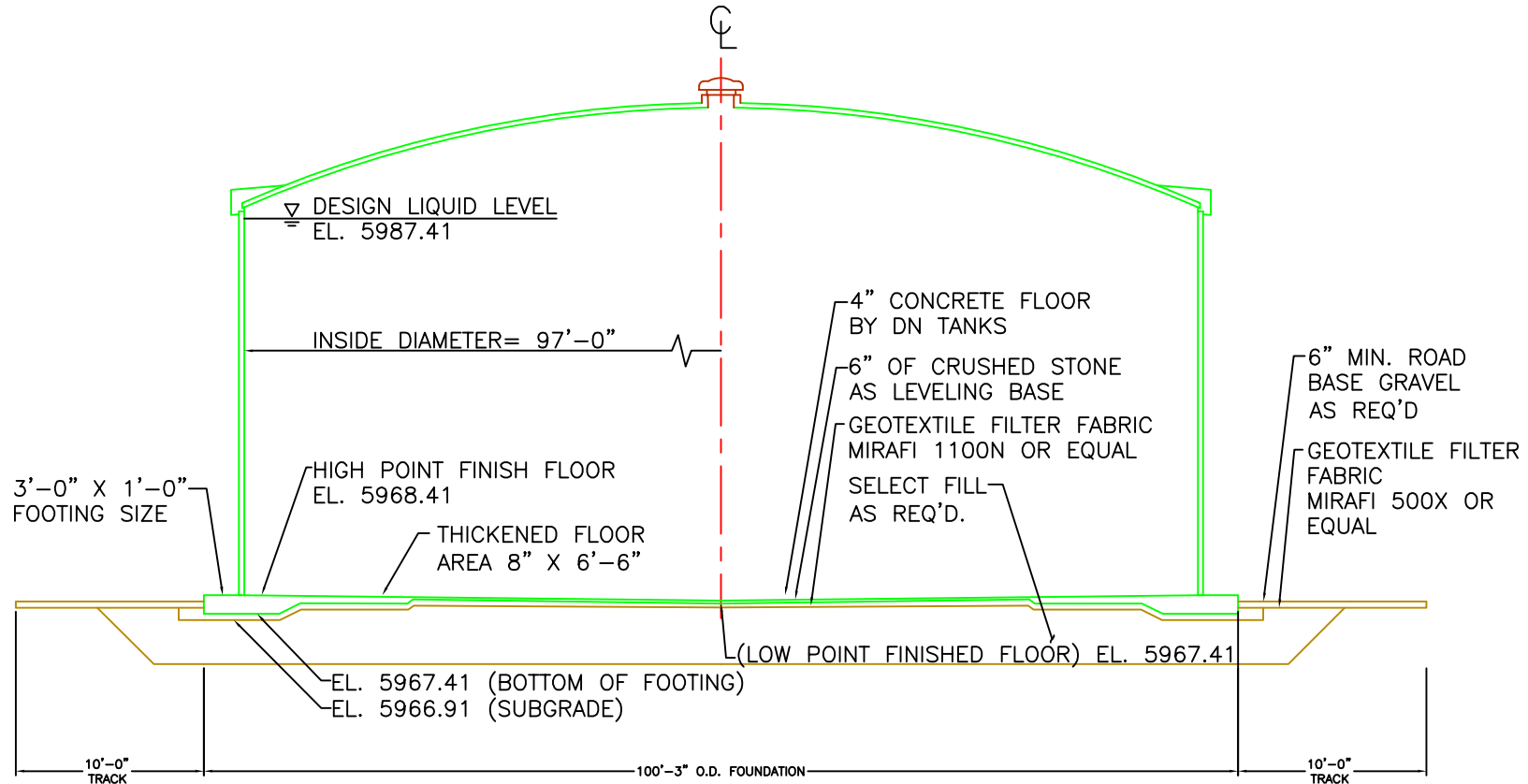
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SITE LOCATION:

CONFIDENTIAL ARVADA, COLORADO

SHEET 1 OF 1



NOTES:

- PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
- ALL TEMPORARY SLOPES ARE TO MEET OSHA REQUIREMENTS.
- THE WINDING TRACK SHALL HAVE A MINIMUM OF 6-INCHES OF ROAD BASE MATERIAL OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL.
- MIRAFI 1100N OR EQUAL, SHALL BE PLACED PRIOR TO INSTALLATION OF CRUSHED STONE LEVELING BASE MATERIAL UNDER THE TANK.
- FOUNDATION PREP TO BE ADJUSTED IN ACCORDANCE TO THE FINAL GEOTECHNICAL REPORT.

SECTION

1

A-A

"THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS."



1.00 MG PRECAST, PRESTRESSED CONCRETE WATER STORAGE TANK CONSTRUCTION SITE LAYOUT - SECTION

DRAWN BY: TP	DATE: 04/09/24	SCALE: NTS	DWG# EX-2	REV:
CHECKED: JZ	FILE: U:\ENGINEER\DRAWINGS\LAYOUTS\SITE\2024\Arvada, CO			
SITE LOCATION:				

CONFIDENTIAL

ARVADA, CO

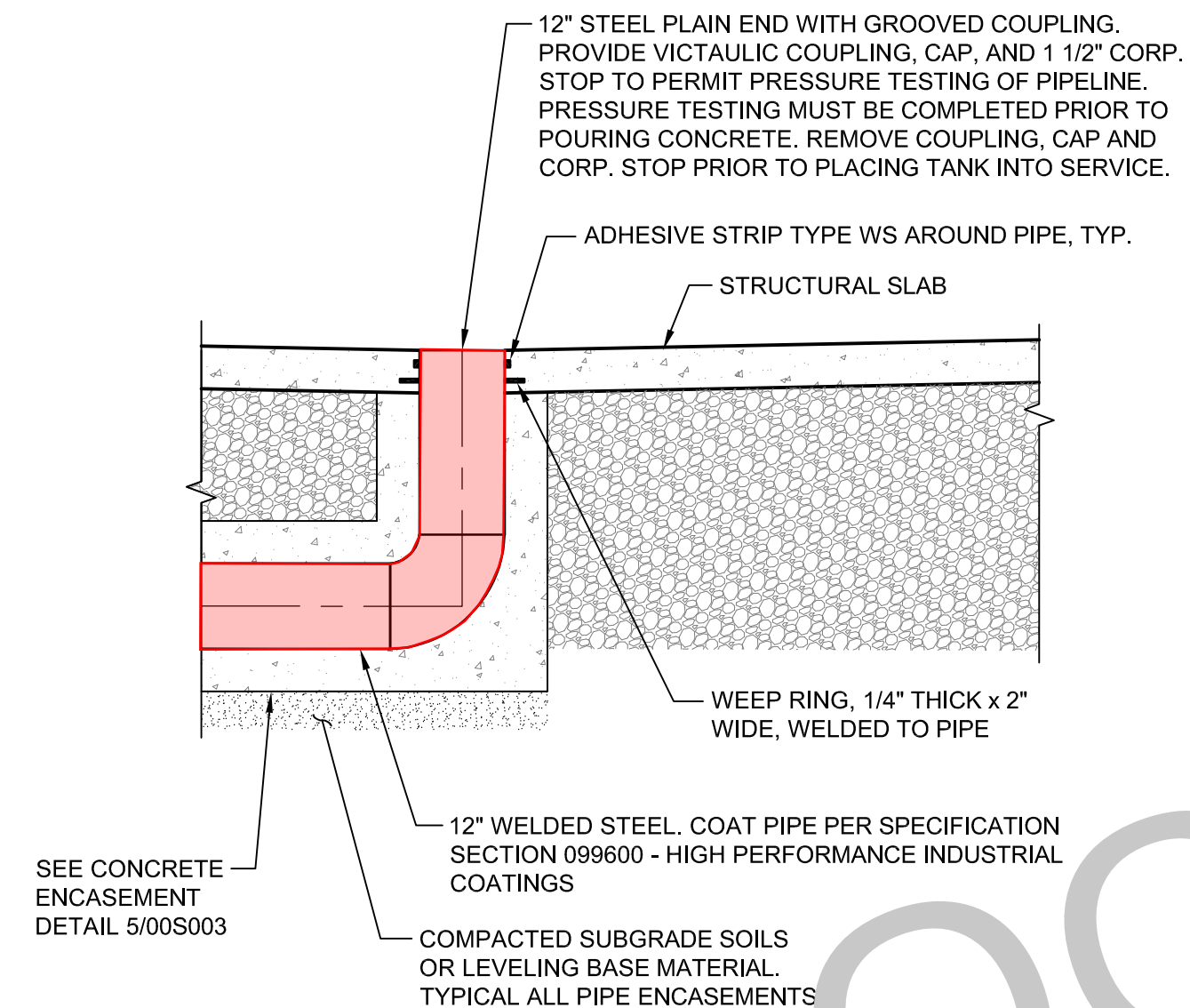
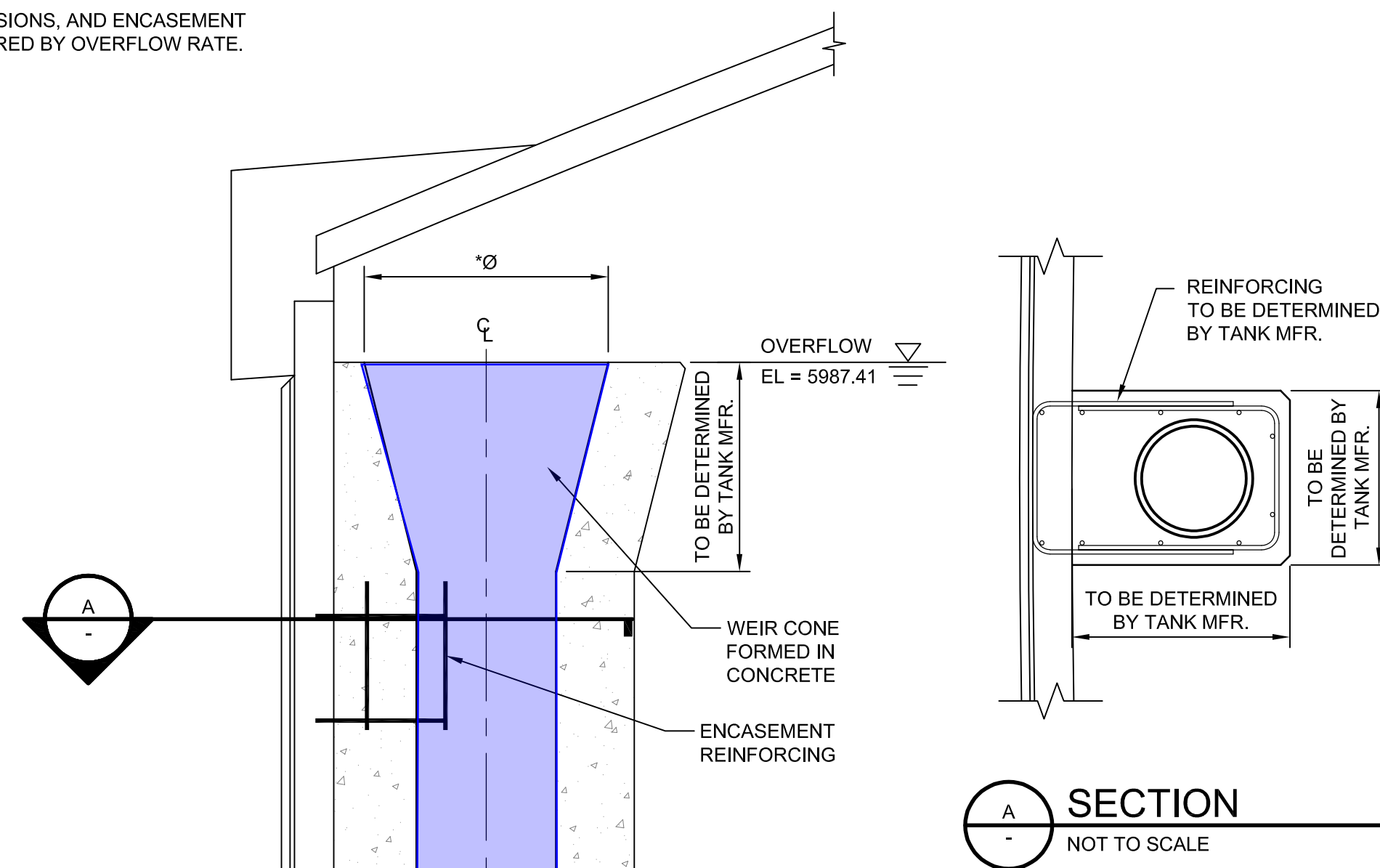
SHEET 2 OF 2

NOTE:

1. PIPE SIZE, WEIR DIMENSIONS, AND ENCASEMENT DIMENSIONS AS REQUIRED BY OVERFLOW RATE.

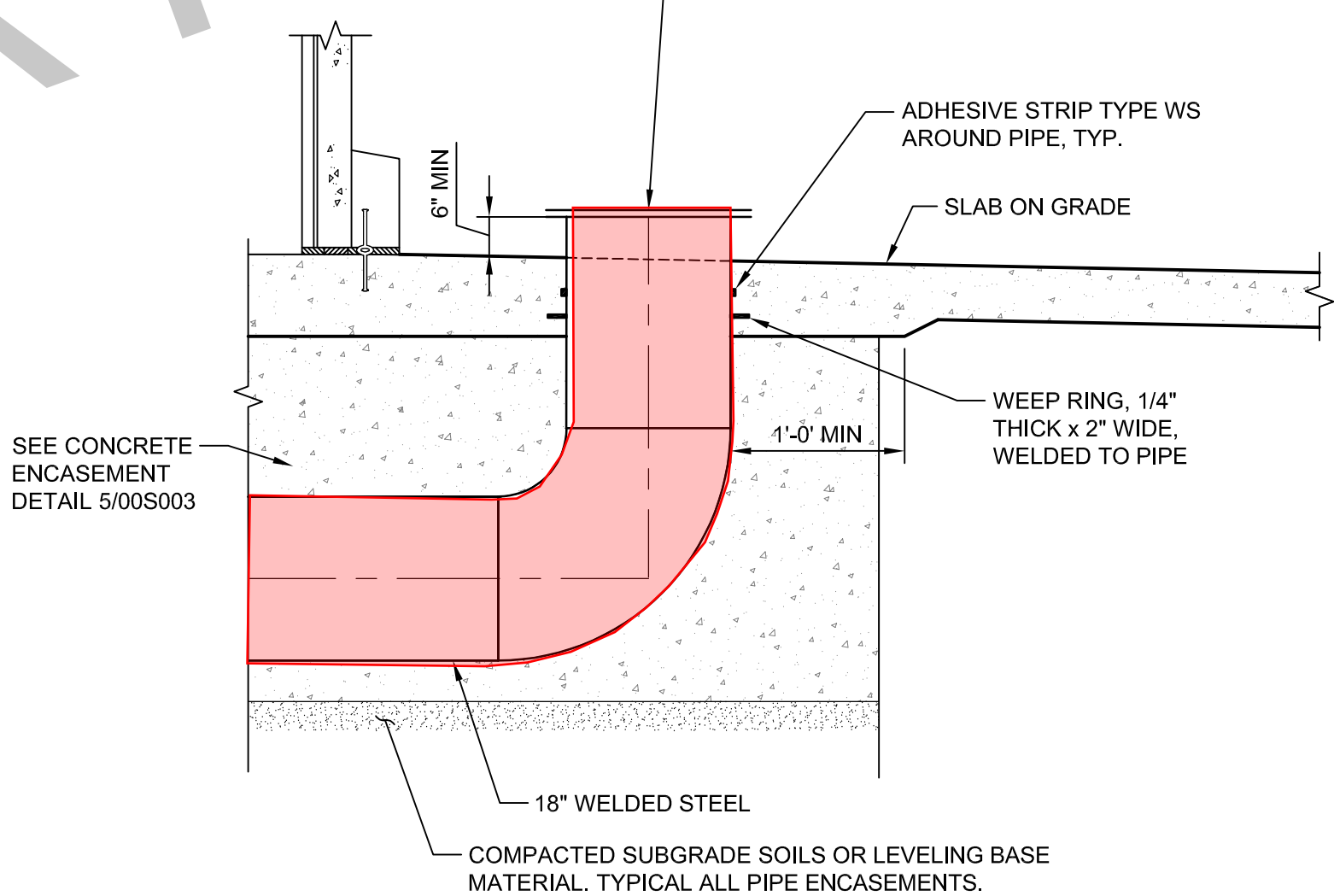
FURNISH BY
CONTRACTOR,
INSTALL BY DN
TANKS

FURNISH AND
INSTALL BY
CONTRACTOR

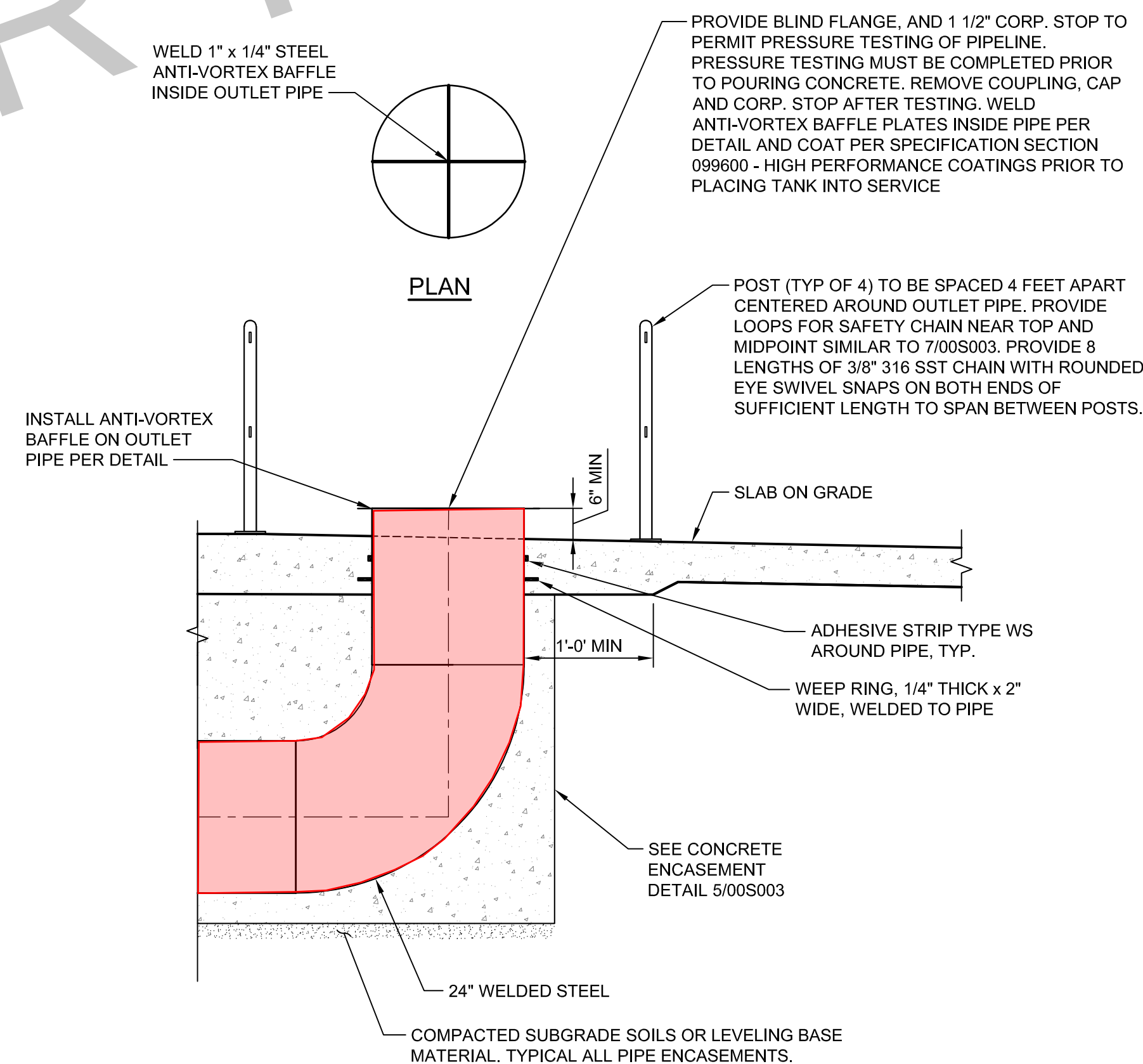


2 TANK DRAIN
03U101 1/2" = 1'-0"

PROVIDE BLIND FLANGE AND 1 1/2" CORP. STOP TO PERMIT PRESSURE TESTING OF PIPELINE. PRESSURE TESTING MUST BE COMPLETED PRIOR TO POURING CONCRETE. REMOVE BLIND FLANGE AND CORP. STOP PRIOR TO PLACING TANK INTO SERVICE.



3 INLET
03U101 1/2" = 1'-0"



4 OUTLET
03U101 1/2" = 1'-0"

1 OVERFLOW
03U102 NOT TO SCALE



03/29/2024 ISSUED FOR 60% REVIEW
03/05/2024 ISSUED FOR 30% REVIEW

ISSUE DATE DESCRIPTION

PROJECT MANAGER J. EICHENBERGER
STRUCTURAL R. MANSKE
CIVIL G. YOUNG
PROCESS J. EICHENBERGER
CORROSION A. SMITH
ELECTRICAL J. HUCKENPAHLER
P & ID J. HUCKENPAHLER
DRAWN BY R. NELSON
PROJECT NUMBER 000000010390696

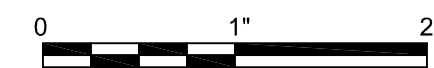
PRELIMINARY
NOT FOR
CONSTRUCTION

CONFIDENTIAL

CITY OF ARVADA
ZEPHYR (ZONE 5) TANK



WATER STORAGE TANK
UNIFIED - DETAILS 2



FILENAME 03U502.dwg
SCALE NO SCALE

SHEET
03U502



Bid Proposal for Arvada Zephyr Zone 5 Tank 30% Design Review

ARCHER WESTERN CONTRACTORS,LTD**Job Location:** Arvada, CO**Bid Date:** 03/28/2024**Core & Main** 3429375**Core & Main**9451 Yosemite St
Henderson, CO 80640**Phone:** 3033940004**Fax:** 3033944450

Seq#	Qty	Description	Units	Price	Ext Price
20		18" TANK INLET LINE			
30	120	18 PVC C900 DR18 PIPE (G) 20' PC235	FT	89.26	10,711.20
40	5	18 BELL REST HARNESS 2818-C900 F/C900 W/STD HARDWARE 281800	EA	603.94	3,019.70
50	1	6X1000' DETECTO TAPE-WATER DT6BW	RL	90.84	90.84
60	220	54" POLYWRAP 18"-24" DIP 220 X 22' PRFD / 300' NON-PRFD	FT	1.64	360.80
70	36	10 MIL POLY TAPE 2"X 100'	EA	7.00	252.00
80	500	10GA UF BLUE WIRE 500' SOLID	FT	0.40	200.00
90	12	3M DBR/Y 600V SPLICE KIT	EA	2.48	29.76
110	4	10# PAIL HTH CHLORINE TABLETS	EA	43.07	172.28
120	6	DOW 748WH WHITE ADHESIVE NSF61 10 OZ CARTRIDGE 12/CASE APPROVED 02/2010 BY DWB	EA	55.81	334.86
140	1	18 MJ TEE C153 IMP	EA	2,458.27	2,458.27
150	2	18 STARGRIP PVC 4018 REST IMP L/ACC PVC4018GN	EA	422.51	845.02
160	2	18 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	51.19	102.38
170	1	18 MJXMJ ADAPT SERIES 100 FBE WITH STAR BLUE ACC IMPORT	EA	713.20	713.20
190	1	18 AVK 816 150B MJ BFV OL 2" OP NUT L/ACC 816-450-MM-BG-RGB	EA	5,691.60	5,691.60
200	1	DENVER VALVE BOX KIT W/#160 BASE-CONSISTING OF COMPONENTS	EA	325.00	325.00
250	1	18 STARGRIP PVC 4018 REST IMP L/ACC PVC4018GN	EA	422.51	422.51
260	1	18 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	51.19	51.19
280	1	18 MJ L/P SLV C153 IMP	EA	997.99	997.99
290	2	18 STARGRIP PVC 4018 REST IMP L/ACC PVC4018GN	EA	422.51	845.02
300	2	18 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	51.19	102.38
320	2	18 MJ 45 C153 IMP	EA	1,243.97	2,487.94
330	4	18 STARGRIP PVC 4018 REST IMP L/ACC PVC4018GN	EA	422.51	1,690.04
340	4	18 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	51.19	204.76
360	1	18 MJ L/P SLV C153 IMP	EA	997.99	997.99
370	1	18 STARGRIP PVC 4018 REST IMP L/ACC PVC4018GN	EA	422.51	422.51
380	1	18 STARGRIP DIP 3018 REST IMP L/ACC SGDP18	EA	362.93	362.93
390	2	18 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	51.19	102.38
				SUBTOTAL	33,994.55
410		24" TANK OUTLET LINE			
420	120	24 PVC C900 DR18 PIPE (G) 20' PC235	FT	158.59	19,030.80
430	5	24 BELL REST HARNESS 2824-C900 F/C900 W/STD HARDWARE 282400	EA	1,103.24	5,516.20
450	1	24 MJ L/P SLV C153 IMP	EA	1,586.01	1,586.01
460	1	24 STARGRIP DIP 3024 REST IMP L/ACC SGDP24	EA	625.85	625.85
470	1	24 STARGRIP PVC 4024 REST IMP L/ACC PVC4024GN	EA	604.62	604.62



Bid Proposal for Arvada Zephyr Zone 5 Tank 30% Design Review

Bid #: 3429375

Seq#	Qty	Description	Units	Price	Ext Price
480	2	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	78.31	156.62
500	2	24 MJ 45 C153 IMP	EA	2,015.50	4,031.00
510	2	24 STARGRIP PVC 4024 REST IMP L/ACC PVC4024GN	EA	604.62	1,209.24
520	4	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	78.31	313.24
540	1	24 MJ TEE C153 IMP	EA	3,361.77	3,361.77
550	2	24 STARGRIP PVC 4024 REST IMP L/ACC PVC4024GN	EA	604.62	1,209.24
560	2	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	78.31	156.62
570	1	24" MIJMJ ADPT SERIES 100 W/ACC MJA24FCB	EA	940.24	940.24
590	1	24 AVK 816 150B MJ BFV OL 2" OP NUT L/ACC 816-600-MM-BG-RGB	EA	10,627.20	10,627.20
600	1	24 STARGRIP PVC 4024 REST IMP L/ACC PVC4024GN	EA	604.62	604.62
610	1	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	78.31	78.31
620	1	DENVER VALVE BOX KIT W/#160 BASE-CONSISTING OF COMPONENTS	EA	325.00	325.00
				SUBTOTAL	50,376.58
680		24/30" TANK OVERFLOW LINE			
690	168	24 PVC SDR35 SWR PIPE (G) 14'	FT	97.13	16,317.84
710	210	30 PVC SDR35 SWR PIPE (G) 14'	FT	88.46	18,576.60
730	1	30 TIDEFLEX CHECK VALVE TF-1 SLIP ON 32.00" OD, DRAIN TO ATMOSPHERE	EA	14,620.00	14,620.00
				SUBTOTAL	49,514.44
770		12" TANK DRAIN LINE			
780	1	EBAA 12 3812S MEGA-CPLG W/ACC	EA	428.74	428.74
800	40	12 PVC C900 DR18 PIPE (G) 20' PC235	FT	52.22	2,088.80
810	1	12 BELL RESTRAINT F/C900 1512	EA	210.25	210.25
830	1	12 MJ L/P SLV C153 IMP	EA	395.92	395.92
840	1	12 STARGRIP PVC 4012 REST IMP L/ACC PVC4012N	EA	136.49	136.49
850	1	12 STARGRIP DIP 3012 REST IMP L/ACC SGDP12	EA	120.29	120.29
860	2	12 MEGALUG ACC KIT L/GLAND	EA	31.06	62.12
880	1	12 FLGXPE DI PIPE PR 4' PRIMED IMP	EA	1,294.30	1,294.30
890	1	12 A2361-6 FLG RW GV OL ON	EA	3,397.65	3,397.65
900	1	12X1/8 FLG ACC SET 304SS RR FF GSKT	EA	80.93	80.93
				SUBTOTAL	8,215.49
920		MISC MATERAILS			
930	96	4"X9' #1 WAX TAPE-TRENTON	EA	23.92	2,296.32
940	4	WAX TAPE PRIMER-GAL	EA	77.61	310.44
950	12	TRENTON POLY PLY 6X50' ROLL	EA	25.74	308.88
970	1	24 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	EA	404.84	404.84
980	1	18 FLG INS KIT-DIA DWB SPEC	EA	366.67	366.67

03/29/2024 - 12:00 PM

Actual taxes may vary

Page 3 of 4

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Bid Proposal for Arvada Zephyr Zone 5 Tank 30% Design Review

Bid #: 3429375

Seq#	Qty	Description	Units	Price	Ext Price
990	1	16 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT	EA	229.09	229.09
		TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS			
1000	1	12 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT	EA	128.75	128.75
		TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS			
1020	1	24 MJ CAP C153 IMP	EA	944.89	944.89
1030	1	LABOR TO ADD 2" NPT TAP AT TOP	EA	357.16	357.16
1040	1	24 STARGRIP PVC 4024 REST IMP L/ACC PVC4024GN	EA	604.62	604.62
1050	1	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	78.31	78.31
1070	1	18 MJ CAP C153 IMP	EA	531.79	531.79
1080	1	LABOR TO ADD 2" NPT TAP AT TOP	EA	357.16	357.16
1090	1	18 STARGRIP PVC 4018 REST IMP L/ACC PVC4018GN	EA	422.51	422.51
1100	1	18 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	51.19	51.19
SUBTOTAL					7,392.62
Sub Total					149,493.68
Tax					0.00
Total					149,493.68

Branch Terms:

CORE & MAIN WATERWORKS IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO: MANUFACTURERS SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIALS, FUELS, OR SUPPLIES. THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.

SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Account Name : ARCHER WESTERN CONSTRUCTION LLC
Account Number : 657107
Customer Address: 1411 GREENWAY DR, IRVING, TX 75038, US
Customer Contact: MITCHELL WAITE , Mobile/Cell: 720-989-5804

Project Name: ARVADA ZONE B TANK
Project Address:
7309 SH 93
ARVADA, CO 80403, JEFFERSON County

Quote ID: 50220907
Quote Date: 3/21/2024
Quote Expiration: 4/20/2024

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Product	Product ID	Plant	Quantity	UM	Unit Price	Haul Rate	Truck Type	Total Price Per Unit
CLASS 6 ROAD BASE	4618	Spec Agg Quarry	800	TN	\$15.00	\$6.35 (Ton)	ED	\$21.35
57/67 CRUSHED ROCK	4576	Spec Agg Quarry	800	TN	\$30.50	\$6.35 (Ton)	ED	\$36.85

PAYMENT TERMS NET 30 FROM DATE OF INVOICE

THE FOLLOWING PRICING IS FOR ACCEPTANCE BY THE QUOTE EXPIRATION DATE LISTED ABOVE. IF NOT ACCEPTED BY THE ABOVE DATE, ALL PRICES STATED HEREIN ARE VALID ONLY AT THE OPTION OF MARTIN MARIETTA MATERIALS INC.

ALL SALES ARE PRESUMED TO BE TAXABLE UNLESS AND UNTIL A COMPLETE AND ACCURATE SALES TAX EXEMPTION CERTIFICATE IS RECEIVED. QUOTED PRICES DO NOT INCLUDE SALES TAX.

Terms & Conditions

A FUEL SURCHARGE ON DELIVERY HAUL RATES WILL BE ASSESSED WHEN FUEL PRICES BECOME GREATER THAN \$4.00/GALLON. ON THE LAST MONDAY OF EACH MONTH, CURRENT DIESEL FUEL PRICING WILL BE OBTAINED FROM THE EIA.GOV ROCKY MOUNTAIN PADD-4 TABLES ([HTTPS://WWW.EIA.GOV/PETROLEUM/GASDIESEL/](https://www.eia.gov/petroleum/gasdiesel/)). THE HAUL RATE WILL BE ADJUSTED AT A RATE OF 1.0% PER \$0.10 ABOVE \$4.00/GALLON AND WILL BE REFLECTED ON THE FREIGHT PORTION OF THE MARTIN MARIETTA INVOICES BEGINNING THE FIRST DAY OF THE FOLLOWING MONTH.

***MATERIAL- 10% ESCALATOR EFFECTIVE JANUARY 1, 2025; SAME INCREASE WILL OCCUR ON THE SAME DATE IN SUBSEQUENT YEARS UNTIL PROJECT COMPLETION.

***FREIGHT- 6% ESCALATOR EFFECTIVE JANUARY 1, 2025; SAME INCREASE WILL OCCUR ON THE SAME DATE IN SUBSEQUENT YEARS UNTIL PROJECT COMPLETION.

End Dump Haul Rates Quoted Above:

Should your project require alternate truck types, the following additional costs will be added to the haul charge:

- Belly Dump requests will not incur any additional haul charge.
- Side Dump requests will incur an additional 8% haul charge.
- Live Floors requests will incur an additional 10% haul charge.
- Tandem requests will incur an additional 47% haul charge.

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Account Name : ARCHER WESTERN CONSTRUCTION LLC
Account Number : 657107
Customer Address: 1411 GREENWAY DR, IRVING, TX 75038, US
Customer Contact: MITCHELL WAITE , Mobile/Cell: 720-989-5804

Terms:

1. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.
3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. Other than the warranties stated in the first sentence of this paragraph, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PERFORMANCE OF ITS AGGREGATES, WHETHER WITH RESPECT TO ALKALI-AGGREGATE REACTIVITY. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT MATERIAL. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.
4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:
 - A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.
 - B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.
 - C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.
7. In addition, Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be \$50 per hour per truck, charged in no less than 30 minute increments.
8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.
9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.
10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.
12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that changes the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.
13. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order,

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Account Name : ARCHER WESTERN CONSTRUCTION LLC

Account Number : 657107

Customer Address: 1411 GREENWAY DR, IRVING, TX 75038, US

Customer Contact: MITCHELL WAITE , Mobile/Cell: 720-989-5804

without regard to principles of conflict or choice of law.

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Account Name : ARCHER WESTERN CONSTRUCTION LLC
Account Number : 657107
Customer Address: 1411 GREENWAY DR, IRVING, TX 75038, US
Customer Contact: MITCHELL WAITE , Mobile/Cell: 720-989-5804

Fuel Surcharge Details

Current Fuel Price	Fuel Surcharge %
4.00	1.00

Fuel Type	From Fuel Price	To Fuel Price	Surcharge %
DIESEL	4.00	4.09	1.00
DIESEL	4.10	4.19	2.00
DIESEL	4.20	4.29	3.00
DIESEL	4.30	4.39	4.00
DIESEL	4.40	4.49	5.00
DIESEL	4.50	4.59	6.00
DIESEL	4.60	4.69	7.00
DIESEL	4.70	4.79	8.00
DIESEL	4.80	4.89	9.00
DIESEL	4.90	4.99	10.00
DIESEL	5.00	5.09	11.00
DIESEL	5.10	5.19	12.00
DIESEL	5.20	5.29	13.00
DIESEL	5.30	5.39	14.00
DIESEL	5.40	5.49	15.00
DIESEL	5.50	5.59	16.00
DIESEL	5.60	5.69	17.00
DIESEL	5.70	5.79	18.00
DIESEL	5.80	5.89	19.00
DIESEL	5.90	5.99	20.00
DIESEL	6.00	6.09	21.00
DIESEL	6.10	6.19	22.00

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

Signature

Print Name

Date

Should you have any questions concerning this quote, please contact
ERIC ASHBROOK at Eric.Ashbrook@martinmarietta.com

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REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: R24-046, A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream PCS II Corporation

Report in Brief

The twenty-year lease agreement between the City of Arvada and T-Mobile West Tower for an existing wireless communication site at 17850 West 64th Avenue Parkway ("Long Lake Park") was set to expire on May 5, 2023. That lease was extended for one year to allow time to address an open space reverter associated with the property and a new lease agreement. While discussions have been ongoing, these items still need to be finalized. In the interim, the Second Amendment to the Lease Agreement will allow all parties involved to continue working toward completion.

The Arvada team recommends that the City Council approve R24-046, A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream PCS II Corporation.

Financial Impact

When the revised lease terms are finalized, they will be included in a new lease that will then be presented to City Council for approval. Included in that lease will be new lease terms for the rent payments to be made by T-Mobile/Crown Castle to the City of Arvada. Until then, the rental payments shall continue at the existing rate on a short term basis as outlined in the Second Amendment to Lease Agreement. Once a new lease is approved, the revised rent payments shall commence upon execution of the new lease. Revenue generated by these leases will continue to go into the General Fund.

Background

T-Mobile and its predecessor have had a wireless communication facility on the hillside at the western portion of Long Lake Park, near Highway 93, for quite some time. On May 5, 2003, a lease agreement was approved for T-Mobile's predecessor to utilize a portion of the City property for a period of 20 years. That lease agreement was set to terminate on May 5, 2023. A one-year lease extension was granted in 2023. While T-Mobile continues to operate the wireless facility on this structure, the structure is owned and maintained by Crown Castle. Although this structure has been designed to appear as a shelter for trail users, it is nonetheless located within the park. This park is also encumbered by a Jefferson County Open Space (JCOS) reverter. Our Arvada team is working with T-Mobile/Crown Castle and JCOS to re-evaluate this site. T-Mobile/Crown Castle desires to remain at this location and as such, the JCOS reverter would need to be at least partially released. Discussions with both T-Mobile/Crown Castle and Jefferson County Open Space have occurred over the past year and will need to continue as the reverter restriction will need to be addressed before Arvada can approve a new lease for this facility.

Discussion

As noted above, the City of Arvada and T-Mobile/Crown Castle have entered into discussions of the renewal terms for a new lease agreement; however, the new lease is not yet ready for approval. To allow adequate time to complete an evaluation of this site, address the open space reverter, and finalize the new lease, the Arvada Team has determined that the current lease extension should be further extended for one year at the current terms with the option to extend another six months if necessary. During this extension, the Second Amendment to the Lease Agreement shall also terminate upon the effective date of a new long-term lease agreement for this site.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Strategic Plan supports community safety as a City Council Priority Area. Providing good wireless communication networks will help to ensure quality communication services, thereby increasing community safety. In addition, the Strategic Plan identifies building and maintaining infrastructure networks as an important element in Arvada's future economic growth. While not specifically identified in the strategic plan, the wireless communications networks provide an added layer of infrastructure improvements that will provide increased opportunities for business and residents throughout the City.

Alternative Courses of Action

N/A

Recommendation for Action

Staff recommends that the City Council approve R24-046, A resolution authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., formerly Voicestream PCS II Corporation.

Suggested Motion:

I move that R24-046, A Resolution Authorizing a Second Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC., Formerly Voicestream PCS II Corporation, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	4/15/2024
Rob Smetana, Planning Manager	4/16/2024
Jessica Garner, Director of Community and Economic Development	4/16/2024
Gail Walker, Legal Specialist-Contracts	4/16/2024
Emily Grogg, Senior Assistant City Attorney	4/16/2024
Linda Haley, Deputy City Manager	4/16/2024
Rachel Morris, City Attorney	4/19/2024
Lorie Gillis, City Manager	4/23/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-046

**A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE
LEASE AGREEMENT BETWEEN THE CITY OF ARVADA AND
T-MOBILE WEST TOWER, LLC., FORMERLY VOICESTREAM
PCS II CORPORATION**

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 Second Amendment to a Communications Site Lease Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and T-Mobile West Tower, LLC., formerly Voicestream PCS II Corporation

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

APPROVED AND ADOPTED this 6th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF ARVADA AND VOICESTREAM PCS II
CORPORATION**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made and entered into as of the ____ day of _____, 2024, between the **THE CITY OF ARVADA**, a Colorado home rule municipal corporation (“Landlord”) and **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, By CCTMO LLC, a Delaware limited liability company (“Tenant”). Landlord and Tenant may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

Landlord and Tenant are parties to that certain Lease Agreement dated May 5, 2003 (the “Agreement”), whereby Landlord leases a portion of the real property (“Premises”) located at 17850 West 64th Avenue Parkway (“Long Lake Park”), City of Arvada, Colorado (the “Property”) to Tenant as more specifically described in the Agreement.

Subsequently, the Original Agreement was amended by that certain First Amendment to Lease Agreement dated May 1, 2023 (“First Amendment”) (hereinafter the Original Agreement and First Amendment are collectively referred to as the “Agreement”); and

T-Mobile West Tower LLC, a Delaware limited liability company, is successor in interest to Voicestream PCS II Corporation, and all references to “Tenant” are now T-Mobile West Tower LLC. T-Mobile West Tower LLC has granted Crown Castle a limited power of attorney (the “POA”) to, among other things, prepare, negotiate, execute, deliver, record, and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

The Agreement is set to terminate on May 5, 2024, and Landlord and Tenant now desire to further amend the Agreement to extend the term of the Agreement in order to provide sufficient time to address the Jefferson County Open Space Reverter restriction and finalize negotiations on a new lease agreement for the Premises.

SECOND AMENDMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Effective May 5, 2024, the Agreement shall automatically be extended for one additional one year term with an option to extend the term for one six month period (the “Extension Term”) upon the mutual written agreement of the parties on or before May 5, 2025.

2. During the Extension Term, should the Parties agree to and approve a new long-term lease agreement for the Premises, this Agreement shall terminate upon the effective date of the new lease.

3. During the Extension Term, should the open space reverter release be denied by Jefferson County Open Space (JCOS), this Second Amendment shall terminate. Upon termination of the lease, T-Mobile, their successors and assigns, shall remove the wireless facility, including, but not limited to, all antennas, poles, and associated equipment within 30 days from lease termination and the site shall be restored to its pre-lease condition.

4. Except as specifically modified by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect. To the best of each Party's knowledge without any independent investigation, as of the date of this Second Amendment, neither Party is in default of the Agreement. In the event of a conflict between any term or provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. All capitalized terms used but not defined in this Second Amendment have the meanings set forth in the Agreement.

This Second Amendment has been executed by each Party's duly authorized representative effective as of the date Second above written.

LANDLORD:

**CITY OF ARVADA, a Colorado home rule
municipal corporation**

By: _____

Lauren Simpson, Mayor

Date: _____

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: _____

TENANT:

T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: R24-047, A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St.

Report in Brief

This license agreement is required by RTD to construct the widening of railroad tracks at the intersection of Robb St. and Ridge Rd. This is part of the Mountain Gateway and Haskins Station development projects.

The City team recommends that City Council approve R24-047, A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St.

Financial Impact

N/A

Background

This license agreement is required by RTD to construct the widening of railroad tracks at the intersection of Robb St. and Ridge Rd. This is part of the Mountain Gateway and Haskins Station development projects, design and construction of the design is the responsibility of the developers, but RTD requires that the license agreement be completed with the City of Arvada. Upon completion of the construction, these improvements will become Arvada ROW.

Discussion

N/A

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This license agreement allows the construction of an approved development project that is in alignment with the City's Comprehensive Plan.

Alternative Courses of Action

Approve required license agreement by RTD to construct the widening of railroad tracks at the intersection of Robb St. and Ridge Rd. This is part of the Mountain Gateway and Haskins Station development projects. There are no alternative courses of action.

Recommendation for Action

The Arvada team recommends that the City Council approve this required license agreement.

Suggested Motion:

I move that R24-047, A Resolution Authorizing a License Agreement between the City of Arvada and the Regional Transportation District for a Public Roadway Crossing at Robb St., be (approved) (rejected).

Prepared by:
Michele Broski, Executive Assistant

Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer	4/15/2024
Jacqueline Rhoades, Public Works Director	4/16/2024
Bryan Archer, Director of Finance	4/16/2024
Tammy Hedlund, Legal Specialist	4/17/2024
Kelsy Sargent, Assistant City Attorney	4/22/2024
Don Wick, Deputy City Manager	4/22/2024
Rachel Morris, City Attorney	4/22/2024
Lorie Gillis, City Manager	4/23/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. 047

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF
ARVADA AND THE REGIONAL TRANSPORTATION DISTRICT FOR A PUBLIC
ROADWAY CROSSING AT ROBB ST.

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 license agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and the Regional Transportation District granting the City of Arvada a license to enter upon RTD Property for the purpose of operating a public roadway crossing at Robb Street.

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

APPROVED AND ADOPTED this 6th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**LICENSE AGREEMENT
FOR PUBLIC ROADWAY CROSSING
(Robb St.)**

THIS LICENSE AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and the City of Arvada, a Home Rule municipal corporation in the Counties of Adams and Jefferson, State of Colorado, whose address is 8101 Ralston Rd., Arvada, Colorado, 80002 ("**Licensee**").

RECITALS

- A. RTD owns the Gold Corridor rail line known as the G Line for mass transit purposes the ("**RTD Property**").
- B. RTD and Denver Transit Partners, LLC ("**DTP**"), entered into a Concession and Lease Agreement dated July 9, 2010 ("**Concession Agreement**"), for the implementation of the RTD FasTracks Eagle Project Commuter Rail Services ("**Eagle Project**"), which includes G Line.
- C. DTP and Denver Transit Operators, LLC ("**DTO**"), entered into an Operation and Maintenance Agreement dated July 9, 2010, for the operation and maintenance of the Eagle Project.
- D. Licensee is upgrading an at grade roadway crossing on the RTD Property at Robb St., which crosses both the G Line and a freight track owned and operated by the BNSF Railway Company ("**BNSF**"). The RTD Property is subject to an easement reserved to the BNSF for freight railroad purposes ("**BNSF Easement**"), and RTD and BNSF are parties to that certain Joint Corridor Use Agreement dated as of March 31, 2010 ("**JCUA**") concerning the operation and use of the RTD Property. Licensee is required to comply with all BNSF requirements for construction and maintenance of the Facilities (defined in Section 1.A below) on or near the BNSF Easement.

In consideration of the mutual promises contained in this Agreement and for the sum of \$3,500.00 to be paid by Licensee to RTD upon execution of this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1. LICENSE

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the purpose(s) of operating a public roadway crossing including the installation and maintenance of any and all necessary new signs, flashers, signals, crossing gates, pedestrian gates, concrete crossing panels, paving, curb and gutter, or other crossing appurtenances (collectively, "**Facilities**") within the area shown on the attached **Exhibit A** ("**Licensed Area**") and in accordance with the Plans attached as **Exhibit B**. RTD and Licensee acknowledge and agree that the Plans attached as **Exhibit B** are not final as of the Effective Date (defined below). Upon the Parties' mutual approval of final Plans, such final Plans shall be deemed to replace and supersede the Plans attached as

Exhibit B. In connection with the foregoing, each Party shall do and perform, or cause to be done and performed, all such further acts and things as the other party may reasonably request in order to carry out the finalization of the Plans for the purpose of being incorporated into this Agreement.

- B. The License shall not be valid unless accompanied by an approved Access Permit issued by DTO in accordance with the Article titled "Access."**
- C. RTD shall retain all rights in and usage of the Licensed Area. The License is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Licensee's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities, the RTD Property, or its rail lines, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, lien holders, or passengers, nor with the use of their improvements on the RTD Property.
- D. Licensee shall require its agents, employees, contractors, and subcontractors (collectively, "**Licensee's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD, DTP, and DTO pursuant to this Agreement.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect until terminated by either party pursuant to the provisions of Article 3 or terminated by court order, whichever is earlier.

ARTICLE 3. TERMINATION AND DEFAULT

- A. RTD may terminate this Agreement as to all Facilities or with respect to certain Facilities or portions of the Licensed Area upon RTD's determination that such termination is necessary for RTD operations. RTD shall provide notice of termination to Licensee in writing 180 days prior to the effective date of termination and shall specify the scope and extent of such termination. Prior to the effective date of termination specified, Licensee shall, at its cost, remove its terminated Facilities and reasonably restore the RTD Property and Licensed Area on which the terminated Facilities were installed to the condition in which the RTD Property and Licensed Area existed as of the Effective Date. Licensee shall provide notice in writing to RTD that it intends to remove the Facilities 60 days prior to the anticipated date of removal. Upon RTD's inspection and acceptance of such removal and restoration of the RTD Property and Licensed Area, this Agreement shall terminate even if the effective date of termination specified in RTD's notice has not been reached. If the Facilities are removed from the RTD Property and Licensed Area without notice to RTD, this Agreement shall automatically terminate.

- B. In the event of Licensee's violation of any of the terms of this Agreement, Licensee shall correct such violation immediately upon receipt of written notice from RTD ("**Default Notice**") at no cost to RTD. If the violation is not cured to the satisfaction of RTD within 30 days after receipt of the Default Notice, or such longer period as RTD may permit in writing, RTD may elect to correct or eliminate the violation at Licensee's expense, without prejudice to RTD's right to terminate this Agreement. If Licensee fails to timely reimburse RTD, RTD may terminate this Agreement effective immediately, and Licensee shall immediately cease operating the Facilities and promptly remove its Facilities and restore the Licensed Area at Licensee's cost. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost.
- C. Licensee's obligation to restore the RTD Property and Licensed Area to the condition in which they existed as of the Effective Date, or to reimburse RTD for such restoration, shall survive any termination of this Agreement.
- D. Licensee shall reimburse RTD under this Article within 30 days after Licensee's receipt of a written invoice and supporting documentation.

ARTICLE 4. WORK AND COORDINATION WITH RTD, DTP, AND DTO

- A. The Facilities shall be designed in accordance with applicable RTD design criteria. Further detail as to specific criteria is available on RTD's *Engineering Design and Review* website (<https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/engineering-design-and-review>).
- B. Licensee shall install the Facilities in accordance with **Exhibit B**. Licensee shall ensure that the Facilities are constructed with due care, at Licensee's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD design and construction standards.
- C. Licensee and Licensee's Agents shall obtain an approved DTO Access Permit in accordance with the Article titled "Access."
- D. Licensee shall coordinate all work with RTD Commuter Rail Oversight at office number 303.299.2897 or by email at michael.millage@rtd-denver.com and DTO Track Usage Coordinator at office number 720.460.5803 or by email at track.usage@rtdcrail.com. Licensee's Agent shall notify the RTD Commuter Rail Oversight, RTD's Utility Engineering/Construction Team, and DTO Track Usage Coordinator 30 days prior to construction to coordinate a Pre-Construction Meeting.
- E. Licensee will ensure that each of Licensee's Agents requiring access to and entry upon the Licensed Area to perform work under this Agreement, with the exception of individual Licensee employees, obtains a fully executed current form of RTD's Contractor Right of Entry Agreement similar to the form attached as **Exhibit C** ("**Contractor ROE**"). Licensee shall submit any request for a Contractor ROE to the Manager of Real Property at the address provided in this Agreement or by email to RealProperty@RTD-Denver.com. Licensee's Agent shall sign the Contractor ROE and submit it, or have the Licensee submit it, with all required

supporting documentation to RTD not less than 14 days in advance of the entry of the respective Licensee's Agent upon the Licensed Area. RTD shall either grant or deny a request for a Contractor ROE not more than thirty (30) days after receipt of same.

- F. After construction has been completed, RTD may inspect and accept the installation of the Facilities and require Licensee to undertake corrective work at Licensee's expense if the work fails to conform to applicable RTD design criteria, RTD construction standards, federal, state or local laws, or applicable industry standards.
- G. Within 30 days of Licensee's completion of construction, Licensee shall provide RTD with one full-sized set of as-built drawings showing the exact location of the Facilities as constructed, including horizontal and vertical ties to referenced benchmarks. If any Facility location shown on the as-built drawings is reasonably determined by RTD to be materially different from the approximated location shown on **Exhibit B**, RTD may require Licensee to undertake corrective work at Licensee's expense. If RTD does not require corrective work, RTD shall notify Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of RTD's notice to Licensee and without further action by the parties, to reflect the as-built location of the Facilities.

ARTICLE 5. OPERATIONS AND MAINTENANCE

Licensee shall ensure that the Facilities are operated and maintained, at Licensee's expense, in good repair and in full compliance with federal, state, and local laws and applicable industry and RTD standards until this Agreement is terminated.

ARTICLE 6. ACCESS

- A. Licensee shall conduct any work under this Agreement in accordance with **Exhibit B**.
- B. During any work under this Agreement, Licensee agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Licensee shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Licensee does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Licensee's sole expense; Licensee shall reimburse RTD within 30 days of Licensee's receipt of a written invoice and supporting documentation. Licensee's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- C. Licensee shall, and shall require Licensee's Agents to, obtain an approved Third Party Access Permit ("**Access Permit**") from DTO whenever Licensee, Licensee's Agents, or their equipment will be present inside a restricted, fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
 - 1. Licensee must initiate a request for an Access Permit no fewer than 30 days prior to the date of the proposed access by email to track.usage@rtdcrail.com.
 - 2. Licensee's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD and DTO.

3. Licensee's Agents shall submit a current work plan for RTD Commuter Rail and DTO approval.
 4. Licensee's Agents seeking access under the Access Permit shall complete applicable safety training, which DTO shall provide at the Licensee's cost, or provide proof of current training, prior to the Access Permit coordination meeting.
 5. DTO may refuse to grant any Access Permit on either safety or operational grounds or may grant any Access Permit subject to special condition(s) imposed by DTO. Special conditions set forth in a granted Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 6. If an Access Permit is granted, DTO shall provide any flagger necessary to protect RTD rail service, patrons, and employees at Licensee's cost to protect and expedite train movement whenever the Access Permit requires it.
- D. Whenever an Access Permit is active, Licensee shall ensure that Licensee's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of DTO safety training completion readily available while working on the Licensed Area.
 3. Have DTO-safety trained and qualified look-outs on the Licensed Area for the work.
 4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
 5. Notify RTD Commuter Rail Operations Control Center at 720.460.5906 prior to entering, and when clear of, the Licensed Area.
 6. Keep all active tracks completely usable at all hours, unless Licensee has received prior written consent from RTD and DTO, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
- E. Licensee shall notify RTD Commuter Rail Operations Control Center at 720.460.5906 immediately if Licensee becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- F. The OCS is live and hot at all times. Pursuant to RTD and DTO's sole discretion, RTD and DTO may de-energize the OCS at Licensee's cost upon a showing by Licensee that de-energization is necessary to accomplish Licensee's work. Licensee shall remit the de-energization fee to RTD prior to de-energization. Licensee understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.

- G. **In case of emergency** caused by failure of the Facilities within the Licensed Area, Licensee shall immediately notify RTD Commuter Rail Operations Control Center at 720.460.5906 or such other number provided by RTD and advise of Licensee's proposed actions to immediately address the emergency. If reasonably practicable, Licensee shall avoid remedial operations that would delay or obstruct RTD rail operations. If Licensee cannot avoid such remedial operations, Licensee shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Licensee shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Licensee shall be responsible for any costs incurred by RTD and/or DTO in connection with any failure of the Facilities or Licensee's actions in relation to such failure, in accordance with the process set forth in this Article 6.
- H. RTD reserves the right to have its personnel present during any work under this Agreement.
- I. Licensee shall be responsible for safety related to all aspects of its work under this Agreement. Licensee shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Licensee's Agents are notified of, understand, and abide by them at all times. Licensee shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- J. Licensee shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- K. At any reasonable time, RTD may inspect a work site and appropriate records regarding Licensee's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Licensee of its responsibility for compliance with, and for monitoring compliance by Licensee and its subcontractors with, the safety requirements of this Agreement.
- L. Licensee shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Licensee shall take all appropriate measures to abate the imminent hazard.
- M. Licensee shall ensure that Licensee's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- N. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Licensee's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Licensee that the suspension is lifted. Licensee acknowledges that RTD has

no obligation to lift the suspension until RTD is satisfied that Licensee will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 7. MODIFICATION AND RELOCATION

- A. Licensee shall modify, adjust, or relocate all or any portion of its Facilities within a timeframe that RTD designates whenever RTD finds such action necessary or necessary for RTD operations, or Licensee may terminate this Agreement, remove its terminated Facilities, and restore the Licensed Area to the condition in which it existed as of the Effective Date. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost; reimbursement to RTD shall be due and payable 30 days after Licensee's receipt of a written invoice and supporting documentation.
- B. Should Licensee elect to make the modification, adjustment, or relocation identified by RTD, once RTD determines it is necessary for RTD operations, Licensee shall bear the entire cost and expense incurred in connection with any such modification, adjustment, or relocation of the Facilities, including reasonable expenses RTD may incur in connection therewith for supervision, inspection, impacts to RTD's facilities or operations, or otherwise.
- C. If the Facilities are so modified, adjusted, or relocated within the RTD Property, all of the terms, conditions and stipulations in this Agreement with reference to the Facilities shall, so long as any Facilities remain within the RTD Property, apply to the Facilities as modified, adjusted, or relocated. This Agreement shall terminate with respect to all or such part of the RTD Property that no longer contains the Facilities.
- D. The Articles entitled "Work and Coordination with RTD, DTP, and DTO" and "Access" shall also apply to the modification, adjustment, or relocation of the Facilities.

ARTICLE 8. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Licensee shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Licensee will perform such digging or boring. If there is such a telecommunications facility or other utility, Licensee will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 9. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD:	Regional Transportation District Attn: Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202
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303.299.6904
phil.lidov@rtd-denver.com

With a copy to:

Regional Transportation District
Attn: Senior Manager, Commuter Rail Contracted Services
711 W. 31st Ave.
Denver, Colorado 80202
303.299.2897
In emergency: 303.299.2911
Operations Control Center: 720.460.5959
Security Command Center: 303.299.2929

and

Denver Transit Operators, LLC
track.usage@rtdcrail.com
In emergency: 720.460.5906

If to Licensee:

City of Arvada
Jacqueline Rhoades, Director of Public Works
8101 Ralston Road
Arvada, Colorado 80002

and

City of Arvada
City Attorney
8101 Ralston Road,
Arvada, Colorado 80002

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 10. LIABILITY

- A. Licensee shall be responsible for any damage to any property, including the Licensed Area, the RTD Property or other RTD property, DTP and DTO personal property, Licensee's property, adjacent property, utilities, adjacent structures, and other third-party real and personal property on or under the RTD Property that is caused by Licensee or Licensee's Agents. Licensee shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD, DTP, or DTO. RTD and Licensee shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Licensee shall require Licensee's agents, contractors, or subcontractors to, indemnify, defend and hold harmless RTD and its officers, directors, employees, agents, and contractors, and DTP and DTO and their officers, directors, employees, agents, and contractors until expiration

or earlier termination of the Concession Agreement, against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement. Licensee shall agree that RTD shall not be liable for any such claims. In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Licensee's obligations under this Agreement.

- C. Nothing in this Agreement shall be deemed to waive any of Licensee's or RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 11. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Licensee or Licensee's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Licensee, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Licensee specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Licensee or Licensee's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 12. INSURANCE

- A. Licensee is a self-insured governmental entity that agrees to maintain the coverages set forth below. Licensee may comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policy(ies) by notifying RTD of Licensee's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed in this Agreement shall apply except that Licensee shall not be required to provide the endorsements set forth below in this Article. If requested by RTD at any time, Licensee shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD. In addition, Licensee shall require that Licensee's Agents, with the exception of individual Licensee employees, procure and maintain the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD, DTP, and DTO as additional insureds, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance. Furthermore, Licensee is not required to maintain Railroad Protective Liability Insurance or Contractors' Pollution Liability Insurance if Licensee's Agent provides those policies.
 - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate

limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.

2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Licensee as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD, DTP, and DTO for payments made to or on behalf of employees of Licensee. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Licensee's Agents, shall also cover Licensee's Agents' employees.
 5. Railroad Protective Liability Insurance naming RTD, DTP, and DTO as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Licensee or Licensee's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
 6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Licensee agrees to furnish RTD, DTP, and DTO with a certificate of the required insurance for each of Licensee's and Licensee's Agents' policy(ies). Licensee shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall

be provided to the RTD Senior Manager of Real Property as provided in this Agreement and to the DTO Track Usage Coordinator at track.usage@rtdcrail.com.

- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement naming DTP and DTO as additional insureds, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance, for so long as DTP provides the Commuter Rail Services as such term is defined in the Concession Agreement;
 3. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Licensee and Licensee's Agents;
 4. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability – Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 5. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 6. Waiver of subrogation in favor of and acceptable to RTD, DTP, and DTO.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Licensee and Licensee's Agents have left the Licensed Area or the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Licensee under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Licensee's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

ARTICLE 13. HAZARDOUS MATERIALS

Licensee and Licensee's Agents shall not use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any Hazardous Materials at, on, under, in, or about the Licensed Area or RTD Property in violation of applicable law. "**Hazardous Materials**" shall mean any and all substances, chemicals, wastes, or other materials now or from time to time defined or characterized as hazardous substances or hazardous wastes pursuant to laws or regulations of any government authority having jurisdiction over the RTD Property, the State of Colorado, or the United States, or otherwise posing a present or potential risk to human health, welfare, or the environment.

ARTICLE 14. SAMPLES AND REMOVAL

As between Licensee and RTD, Licensee shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Licensee and RTD, Licensee is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Licensee or Licensee's Agents or generated as a result of sampling and/or testing undertaken by Licensee or Licensee's Agents.

ARTICLE 15. GENERAL

- A. Assignment. Licensee may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Licensee from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Licensee expressly submits itself to such jurisdiction.

- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Licensee do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Licensee shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Licensee shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Licensee shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Licensee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Licensee to its terms. The person(s) executing this Agreement on behalf of Licensee warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Licensee to fulfill any of Licensee's obligations under this Agreement shall constitute a breach of this Agreement and subject Licensee to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Licensee shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental

authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Licensee violates applicable ordinances or laws, Licensee shall cease and desist from continuing such use upon demand by RTD.

- O. Additional Uses. Licensee understands and agrees that the RTD Property may be used by the public or otherwise, and Licensee shall conduct its work so as not to unreasonably interfere with such other uses.
- P. Equipment. Licensee shall not use RTD, DTP, or DTO equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD, DTP, or DTO, respectively.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page(s) to Follow

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma P.E.
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: Limberopoulos, Nick - 24796 _____
Nick Limberopoulos
Associate General Counsel

Digitally signed by
Limberopoulos, Nick - 24796
Date: 2024.04.04 13:56:24 -06'00'

Date: _____

LICENSEE
CITY OF ARVADA

By: _____
Lauren Simpson
Mayor

Date: _____

Memorandum

RTD

TO: Susan Altes, Senior Manager, Real Property

FROM: Jyotsna Vishwakarma, Acting AGM, Capital Programs 

DATE: 28 July 2023

SUBJECT: Delegation of Authority

This is to confirm that during the period starting Monday, 31 July 2023, until revoked, you will assume the additional duties of Acting Assistant General Manager, Capital Programs in regard to documents that require my signature on Real Property documents.

Your authority shall extend only to those Real Property documents. This authority shall not be further delegated by you.

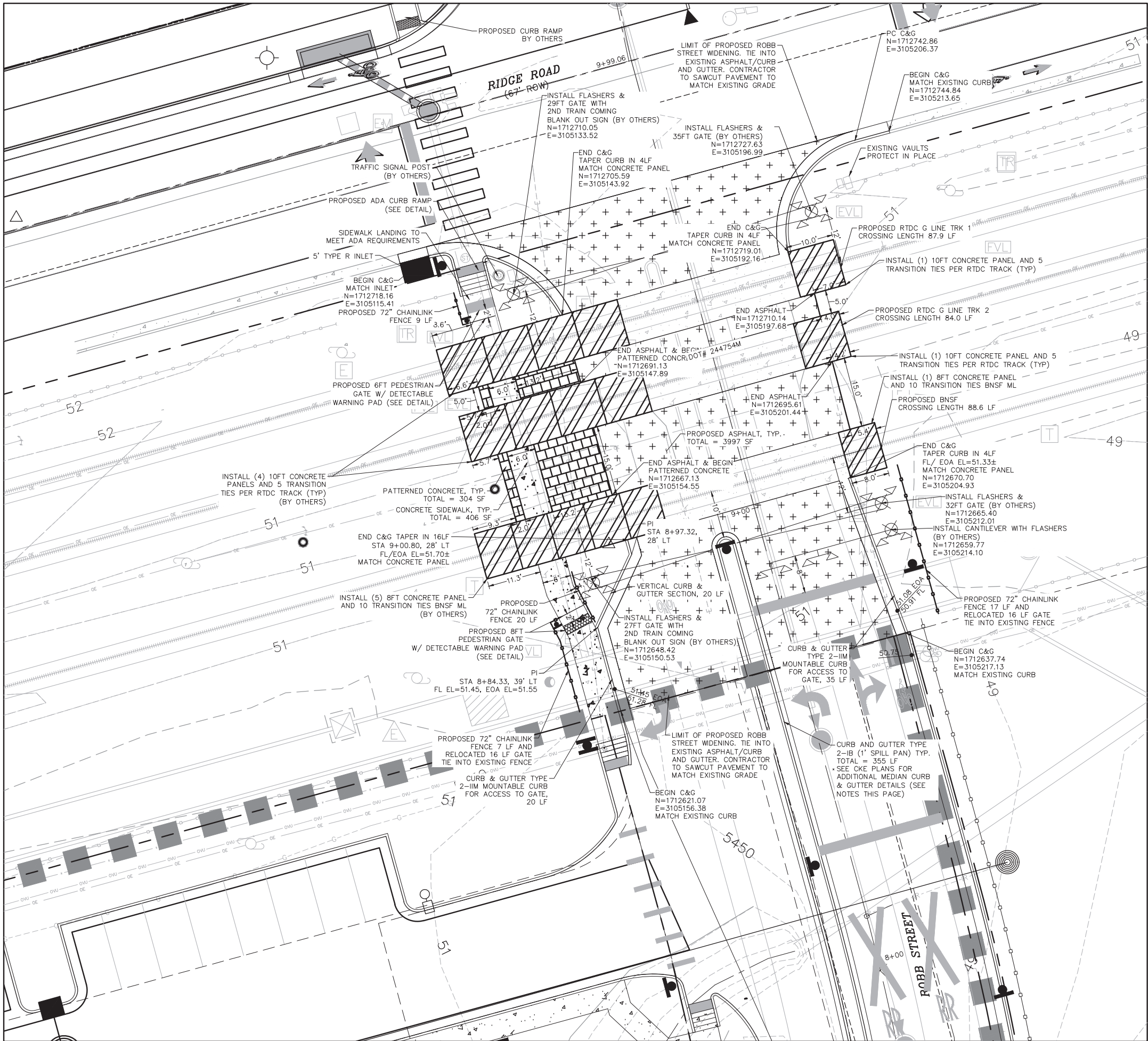
cc: Senior Leadership Team
Debra A. Johnson, General Manager and CEO
Brian Welch, Acting Assistant General Manager, Planning
Kathy Rinkel, Budget Analyst IV
Ashland Vaughn, Sr. Manager Construction
Susan Altes, Senior Manager, Real Property
Kim Tostenson, Supervisor, Facilities Maintenance
Aprajit Desai, Manager, Engineering Construction
Luke Johnson, Manager, Mapping and Engineering Data
Patrick Stanley, Manager, Engineering Programs
Kevin Diviness, Director Quality Assurance
Ron Posey, Manager, Facilities Maintenance Operating Facilities

EXHIBIT A
Licensed Area

Exhibit A: Licensed Area



EXHIBIT B
Plans



FRA DOT INVENTORY NUMBERS - RTDC 244754M
BNSF 244740E
G LINE
MILEPOSTS - RTDC 10.62, BNSF 10.23
ARVADA, CO

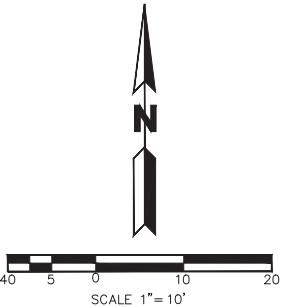
LEGEND	
EXISTING	PROPOSED
	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT
	CONCRETE
	CURB AND GUTTER
	CONTOUR
	SANITARY SEWER
	STORM SEWER
	WATER LINE
	UNDERGROUND ELECTRIC
	TELEPHONE CABLE
	GAS LINE
	FIRE HYDRANT
	LIGHT POLE
	SANITARY MANHOLE
	STORM MANHOLE
	CLEAN OUT
	WATER VALVE
	CURB INLET
	AREA INLET
	FES
	SIGN
	PROPERTY PIN
	ASPHALT
	RAILROAD CONCRETE PANEL (BY OTHERS)
	PATTERNED CONCRETE
	FENCE REMOVAL

HANDICAP RAMPS

DENOTES CITY OF ARVADA MR 1 TYPE III HANDICAP RAMP
SEE CIVIL PLAN SET REF: DETAIL ST-19 SHEET C3.0
HANDICAP RAMPS SHALL BE INSTALLED PER THE CITY OF ARVADA CRITERIA. SEE CKE ROBB STREET PLANS FOR DETAILS

NOTES:

- CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES FROM PLANS.
- ALL SIGNAGE AND STRIPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
- CITY OF ARVADA PROJECT SPECIFICATIONS WILL BE FOLLOWED UNLESS PROJECT SPECIFICATIONS EXCEED AND DEVIATIONS ARE APPROVED BY RTD ENGINEERING
- BENCHMARK: CONTROL POINT #100, NO. 5 REBAR FLUSH WITH ASPHALT. ELEVATION = 5452.72' (NAVD88).
- PROJECT MUST BE APPROVED THROUGH PUBLIC UTILITIES COMMISSION (PUC) APPLICATION PROCESS PRIOR TO CONSTRUCTION.
- EXISTING GOLD LINE TRACK IS 115# RAIL ON CONCRETE TIES.
- EXISTING BNSF GOLDEN SUB ML TRACK IS 136# RAIL ON CONCRETE TIES.
- CONTRACTOR TO PLACE WALKWAY BALLAST FLUSH TO PEDESTRIAN SIDEWALKS AND CURB RAMPS, BETWEEN CONCRETE PANELS ON WEST SIDE OF CROSSING.
- ALL PROPOSED FENCING TO BE GROUNDED
- WEST AND EAST CURB LINES, ROADWAY AND SIDEWALK HAS BEEN CONSTRUCTED SOUTH OF THE RAILROAD RIGHT OF WAY.
- CONTRACTOR TO SAWCUT 1' BEYOND MEDIAN CURB TO INSTALL MEDIAN CURB AND GUTTER.
- SEE SIGNAGE AND STRIPING PLAN FOR PROPOSED ROADWAY LANE WIDTHS.



CKE Engineering assumes no responsibility for utility locations. The utilities shown on this drawing have been plotted from the best available information. It is, however, the contractors responsibility to field verify the location of all utilities prior to the commencement of any construction.

CKE ENGINEERING INC.
14257 W. EVANS CIRCLE
LAKEWOOD, CO. 80228
(303) 917-1757

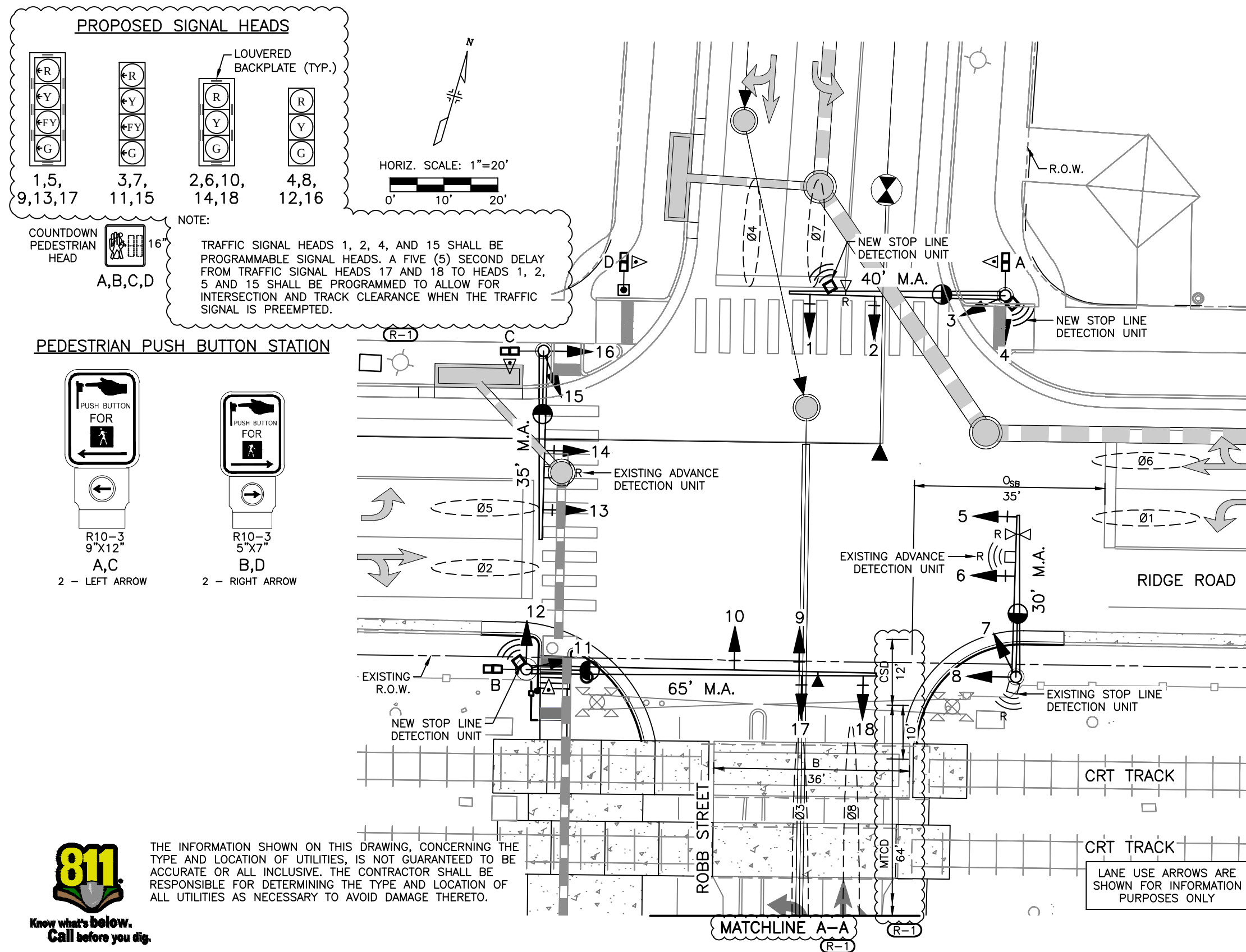
MOUNTAIN GATEWAY
RIDGE ROAD & ROBB STREET
ARVADA, CO

ROBB STREET INTERSECTION PLANS

DATES/ REVISIONS

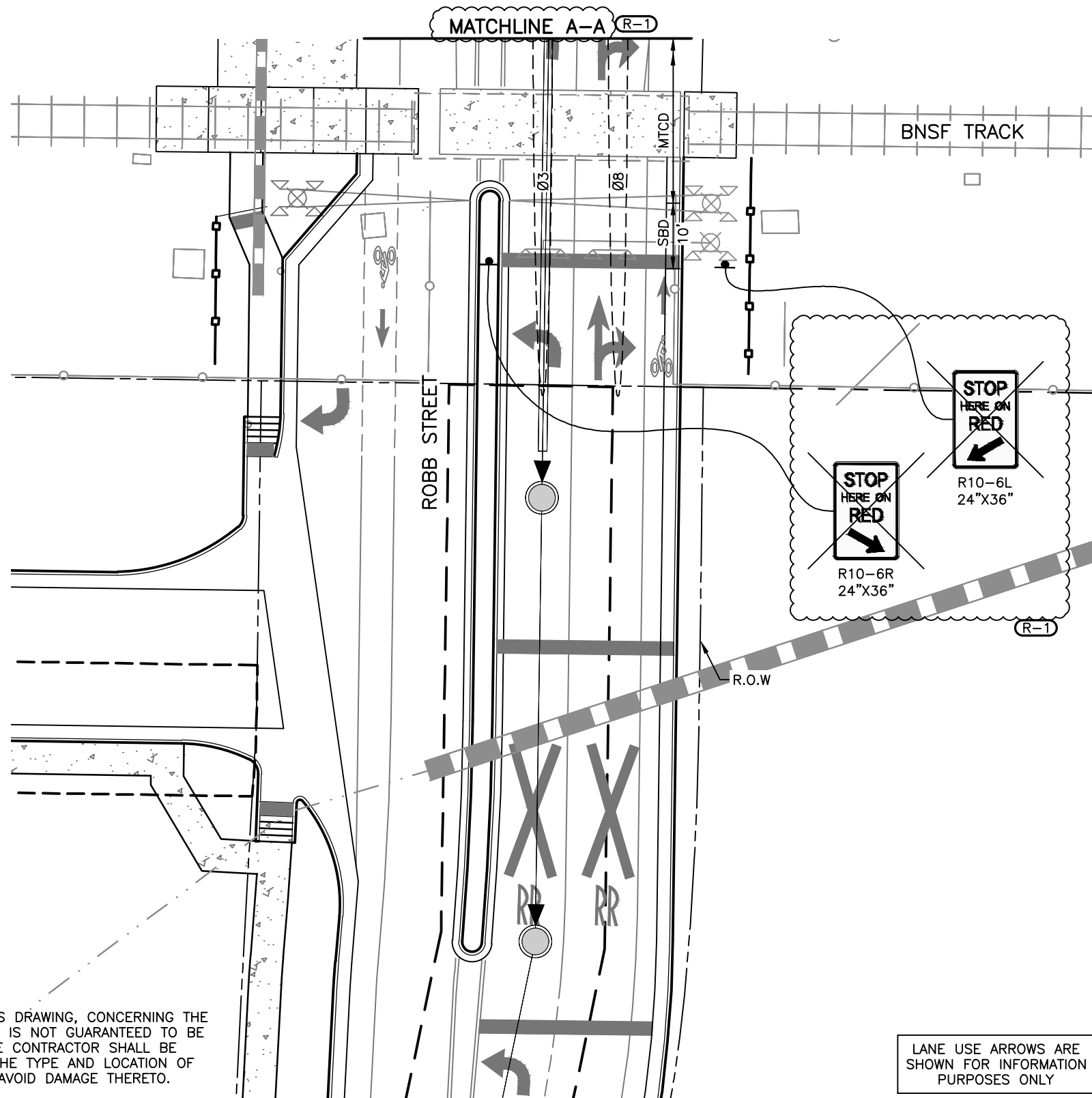
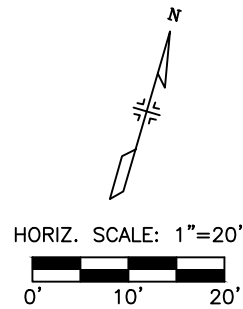
R5.1

FOR REVIEW ONLY



\\119129-01 Hoskins Station Signal & PIU\7-Signal Plans for BNSF-BTD-DIO Resubmittal 01vv23\CAD Files\119129TRAF-PRO SIGS 1/19/2023 10:38:29 AM David Marsh

Print Date: 1/19/2023 10:38:29 AM		CITY OF ARVADA			As Constructed		TRAFFIC SIGNAL REBUILD RIDGE ROAD AT ROBB STREET TRAFFIC SIGNAL PLAN			Project Number	
File Name: 119129TRAF-PRO_SIGS.dwg					No Revisions:						
Horizontal Scale: 1"=20' Vertical Scale: X					R-X R-1	Date	Comments	Initials			
FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com						3/8/21	DESIGN REVISIONS	RRF			
					Revised:	Designer: CDF/RRF	Structure Numbers				
					Void:	Detailer: CDF					
						Sheet Subset: TRAFFIC	Subset Sheets: SIG-01 of 03		Sheet Number	6	



- SHEET NOTE:**
1. TRAFFIC SIGNAL INFRASTRUCTURE ON THE SOUTH SIDE OF RIDGE ROAD HAS BEEN DESIGNED TO REFLECT THE UPCOMING ROBB STREET IMPROVEMENTS.



THE INFORMATION SHOWN ON THIS DRAWING, CONCERNING THE TYPE AND LOCATION OF UTILITIES, IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF ALL UTILITIES AS NECESSARY TO AVOID DAMAGE THERETO.

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File Name: 119129TRAF-PRO_SIGS.dwg
Horizontal Scale: 1"=20' Vertical Scale: X



6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com

(R-X)
(R-1)
○
○

Sheet Revisions

Date	Comments	Initials
3/8/21	DESIGN REVISIONS	RRF



CITY OF
ARVADA

As Constructed

No Revisions:

Revised:

Void:

TRAFFIC SIGNAL REBUILD RIDGE ROAD AT ROBB STREET TRAFFIC SIGNAL PLAN

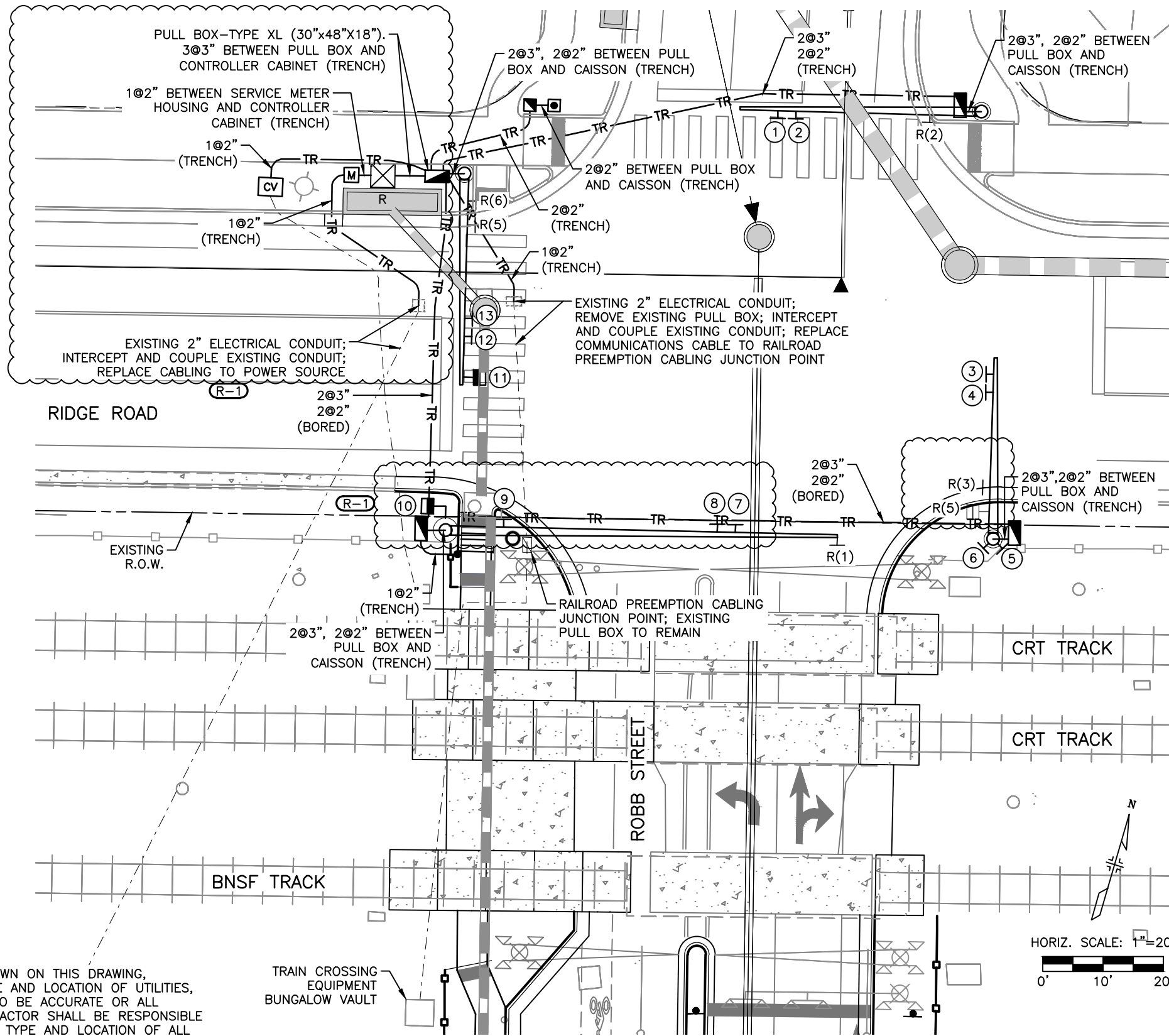
Designer:	CDF/RRF	Structure Numbers	
Detailer:	CDF		
Sheet Subset:	TRAFFIC	Subset Sheets: SIG-02 of 03	

Project Number

Sheet Number 7



Know what's below.
Call before you dig.



THE INFORMATION SHOWN ON THIS DRAWING, CONCERNING THE TYPE AND LOCATION OF UTILITIES, IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF ALL UTILITIES AS NECESSARY TO AVOID DAMAGE THERETO.

LEGEND

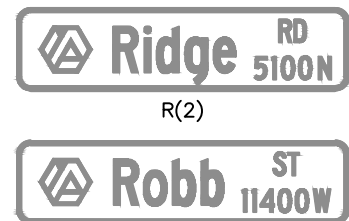
PROPOSED SYMBOL

PROPOSED SYMBOL	DESCRIPTION
	TRAFFIC SIGNAL POLE AND MAST ARM
	TRAFFIC SIGNAL PEDESTAL POLE
	PEDESTRIAN PUSH BUTTON POLE
	SERVICE METER HOUSING
	JCECA COMMUNICATION VAULT (36"Wx48"Lx36"D)
	PULL BOX - TYPE M (13"x24"x12")
	PULL BOX - TYPE S (12"x12"x12")
	SIGNAL CONDUIT (PVC SCH. 80)
	LED BLANK-OUT SIGN
	SIGN PANEL

EX. SYMBOL-RESET

EX. SYMBOL-RESET	DESCRIPTION
	SIGN PANEL
	SIGNAL CONTROLLER AND CABINET
	LED BLANK-OUT SIGN

SIGNS TO BE RESET



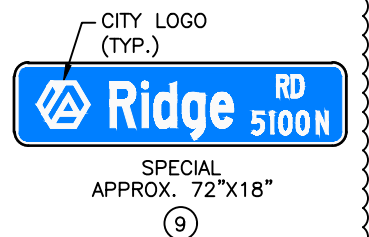
PROPOSED SIGNS



R3-5L
30"X36"
① ③ ⑦ ⑫



SPECIAL
30"X36"
② ④ ⑧ ⑬



LED BLANK-OUT
24"X30"
⑩



LED BLANK-OUT
24"X30"
⑪



R9-3
24"X24"
⑤ ⑥
SIGNS SHALL BE ORIENTED
TO THE NORTH AND WEST

Print Date: 1/19/2023 10:38:55 AM

File Name: 119129TRAF-PRO_SIGS.dwg

Horizontal Scale: 1"=20' Vertical Scale: X



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Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com

R-X
R-1
○
○

Sheet Revisions

Date	Comments	Initials
7/7/21	DESIGN REVISIONS	RRF



CITY OF
ARVADA

As Constructed

No Revisions:

Revised:

Void:

TRAFFIC SIGNAL REBUILD RIDGE ROAD AT ROBB STREET TRAFFIC SIGNAL PLAN

Designer:	CDF/RRF	Structure Numbers	
Detailer:	CDF		
Sheet Subset:	TRAFFIC	Subset Sheets:	SIG-03 of 03

Project Number

Sheet Number 8

EXHIBIT C
Contractor Right of Entry Agreement

EXHIBIT C
CONTRACTOR RIGHT OF ENTRY AGREEMENT
ARVADA PUBLIC ROADWAY CROSSING AT ROBB ST

This CONTRACTOR'S RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and _____¹ whose address is _____ ("**Contractor**").

RECITALS

- A. RTD owns the Gold Corridor rail line known as the G Line for mass transit purposes (the "**RTD Property**").
- B. RTD and Denver Transit Partners, LLC ("**DTP**"), entered into a Concession and Lease Agreement dated July 9, 2010 ("**Concession Agreement**"), for the implementation of the RTD FasTracks Eagle Project Commuter Rail Services and Network ("**Eagle Project**"), which includes the G Line.
- C. DTP and Denver Transit Operators, LLC ("**DTO**"), entered into an Operation and Maintenance Agreement dated July 9, 2010, for the operation and maintenance of the Eagle Project.
- D. RTD and the City of Arvada ("**Licensee**") are parties to a License Agreement dated _____² ("**License**"), whereby RTD granted a non-exclusive license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purpose(s) of constructing, maintaining, using, and operating the Facilities, as that term is defined in the License. The License is incorporated into this Agreement by reference.
- E. Licensee has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Facilities pursuant to the License.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the License, the parties agree as follows:

ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the area shown on the attached **Exhibit 1** ("**Licensed Area**") and in accordance with the Plans attached as **Exhibit 2**.

1 Insert name and address of Contractor.

2 Insert date of License Agreement.

- B. **This Agreement shall not be valid unless accompanied by an approved Access Permit issued by DTO in accordance with the Article titled "Access."**
- C. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- D. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- E. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- F. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

ARTICLE 3. WORK AND COORDINATION WITH RTD, DTP, AND DTO

- A. Contractor shall perform the work in accordance with **Exhibit 2** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with RTD Commuter Rail Oversight at office number 303.299.2897 or by email at michael.millage@rtd-denver.com and DTO Track Usage Coordinator at office number 720.460.5803 or by email at track.usage@rtdcrail.com. Contractor's Agent shall notify the RTD Commuter Rail Oversight, RTD's Utility Engineering/Construction Team, and DTO Track Usage Coordinator 30 days prior to construction to coordinate a Pre-Construction Meeting.

ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not

complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.

- B. Contractor shall, and shall require Contractor's Agents to, obtain an approved right-of-way access permit from DTO ("**Access Permit**") whenever Contractor or its equipment will be present inside a restricted, fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
1. Contractor must initiate a request for an Access Permit no fewer than 30 days prior to the date of the proposed access by email to track.usage@rtdcrail.com.
 2. Contractor's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD and DTO.
 3. Contractor's Agents seeking access under the Access Permit shall complete applicable safety training, which DTO shall provide at Contractor's cost, or provide proof of current training, prior to the Access Permit coordination meeting.
 4. DTO may refuse to grant any Access Permit on either safety or operational grounds or may grant any Access Permit subject to special condition(s) imposed by DTO. Special operating conditions set forth in a granted Access Permit shall be deemed to be incorporated in this Agreement by this reference.
 5. If an Access Permit is granted, DTO shall provide any flagger necessary to protect RTD rail service, patrons, and employees at Contractor's cost to protect and expedite train movement whenever the Access Permit requires it.
- C. Whenever an Access Permit is active, Contractor shall ensure that Contractor's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
 2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
 3. Have DTO safety-trained and qualified look-outs on the Licensed Area for the work.
 4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
 5. Notify RTD Commuter Rail Operations Control Center at 720.460.5906 prior to entering, and when clear of, the Licensed Area.
 6. Keep all active tracks completely usable at all hours, unless Contractor has received prior written consent from RTD and DTO, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.

- D. Contractor shall notify RTD Commuter Rail Operations Control Center at 720.460.5906 immediately if Contractor becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- E. The OCS is live and hot at all times. Pursuant to RTD and DTO's sole discretion, RTD and DTO may de-energize the OCS at Contractor's cost upon a showing by Contractor that de-energization is necessary to accomplish Contractor's work. Contractor shall remit the de-energization fee to RTD prior to de-energization. Contractor understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD and DTO, except in the case of an emergency.
- F. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD Commuter Rail Operations Control Center at 720.460.5906 or such other number provided by RTD and advise of Contractor's proposed actions to immediately address the emergency. If reasonably practicable, Contractor shall avoid remedial operations that would delay or obstruct RTD rail operations. If Contractor cannot avoid such remedial operations, Contractor shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6-9 a.m. and 3:00-6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Contractor shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Contractor shall be responsible for any costs incurred by RTD and/or DTO in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.
- G. RTD reserves the right to have its personnel present during any work under this Agreement.
- H. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- I. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- J. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- K. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the

reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.

- L. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- M. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 5. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Contractor shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Contractor will perform such digging or boring. If there is such a telecommunications facility or other utility, Contractor will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 6. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD: Regional Transportation District
 Attn: Manager, Real Property
 1560 Broadway, Suite 650
 Denver, Colorado 80202
 303.299.6904
 phil.lidov@rtd-denver.com

With a copy to: Regional Transportation District
 Attn: Senior Manager, Commuter Rail Contracted Services
 711 W. 31st Ave.
 Denver, Colorado 80202
 Phone: 303.299.2897
 In emergency: 303.299.2911
 Operations Control Center: 720.460.5959
 Security Command Center: 303.299.2929

and

Denver Transit Operators, LLC
track.usage@rtdcrail.com
In emergency: 720.460.5906

If to Contractor: **[Insert Contractor information]**

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, DTP and DTO personal property, Contractor's property, adjacent property, utilities, adjacent structures, and other third-party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case, at no cost to RTD, DTP, or DTO. RTD, DTP, DTO, and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor's agents and subcontractors to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors and DTP and DTO and their officers, directors, employees, agents, and contractors until expiration or earlier termination of the Concession Agreement, against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 8. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.

- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD, DTP, and DTO as additional insureds, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
 - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
 - 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
 - 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
 - 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD, DTP, and DTO for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
 - 5. Railroad Protective Liability Insurance. This insurance shall name RTD, DTP, and DTO as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when Contractor or Contractor's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and

Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD, DTP, and DTO with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Manager of Real Property as provided in this Agreement and DTO Track Usage Coordinator at track.usage@rtdcrail.com.
- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
 2. An endorsement naming DTP and DTO as additional insureds, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance, for so long as DTP provides the Commuter Rail Services as such term is defined in the Concession Agreement;
 3. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
 4. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
 5. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
 6. Waiver of subrogation in favor of and acceptable to RTD, DTP, and DTO.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue

in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.

- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor's Agent to be a named insured under Contractor's policies.

ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

- 1. **Activities**: Any action or omission of Contractor and/or Contractor's Agents.
- 2. **Environmental Damages**: All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
 - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
 - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement,

containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and

- c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.

3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
- b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s):** Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
- b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et*

seq.); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or

- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.
- C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Contractor or Contractor's Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor's Agents.

ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.

- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.
- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.
- O. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- P. Equipment. Contractor shall not use RTD, DTP, or DTO equipment, tools, or furnishings located in or about the Licensed Area without prior written approval by RTD, DTP, or DTO, respectively.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page(s) to Follow

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Henry J. Stopplecamp, P.E.
AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
Nick Limberopoulos
Associate General Counsel

Date: _____

CONTRACTOR
[INSERT CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Appointments to the Olde Town Arvada Business Improvement District (BID) Board

Report in Brief

The Olde Town Business Improvement District (BID) Board has made the following recommendations for appointments to the BID Board:

I move to Appoint Kristen Chayer, Allyson Skiba, Loren Naftz and Steven Cohen to the Olde Town BID Board for three-year terms ending April 30, 2027.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/16/2024

Laura Hemler, Assistant City Attorney 4/16/2024

Approved by:

Linda Haley, Deputy City Manager 4/16/2024

Rachel Morris, City Attorney 4/19/2024

Lorie Gillis, City Manager 4/23/2024

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023
(Ordinance No. 4873) (Presenter: Bryan Archer, Finance Director)

Report in Brief

PRESENTER: Bryan Archer - Finance Director

The attached ordinance is the final cleanup process to ensure that all Funds will end the year within their legally approved limits. The original budget of \$359,784,184 was approved by the City Council in October 2022. The carryover ordinance approved by City Council in April 2023 increased the total appropriation by \$65,719,633, bringing the current budget to \$425,503,817. A "Clean-up" ordinance was approved by the City Council in December 2023 which added an additional \$19,858,962 to the budget, bringing the total appropriation to \$445,362,779. This final request is to add an additional \$1,900,000 to the Housing Fund to reflect grant funding received and spent in 2023, bringing the total appropriation to \$447,262,779.

The Arvada team recommends that the City Council approve CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023 on final reading, numbered 4873 and ordered published by title only.

Financial Impact

The overall increase in the 2023 appropriation is \$1,900,000 and will bring the total appropriation to \$447,262,779. Increased revenues exist to cover each of the proposed budgeted items. The final modification to the budget will ensure each fund does not exceed its legally adopted appropriation.

Background

The budget is an ongoing process throughout the year. It begins eight months prior to the beginning of the fiscal year. Throughout any given budget year, many things can change. Most of these changes can be accommodated within the appropriation that the City Council adopts. Other changes, such as grants and extraordinary expenditures, require City Council approval.

At the beginning of the year, there may be items that were not contemplated in the prior year and must be re-appropriated. This is referred to as the "Carry-Forward" ordinance. This usually comes to the City Council in the first quarter of the year and increases the total appropriation. Throughout the year, the City Council also adopts resolutions approving the acceptance of grants and other types of arrangements. Resolutions inform the City Council of changes. However, the budget may only be legally increased through the adoption of an ordinance. The final way to modify the budget is to adopt a final ordinance near the end of the year. This ordinance is often referred to as the "Clean-up" ordinance and usually comes to the City Council in the final quarter of the year. This request is an exception.

Discussion

Housing Authority Fund - \$1,900,000

An increase of \$1,900,000 is needed for the Mainstream Housing program for rental assistance. This request is funded by grant funds from the Housing and Urban Development Grant.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The Ordinance supports the following principle within the Organizational and Service Effectiveness Priority area within the City Council Strategic Plan.

"Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service"

Alternative Courses of Action

Approve
Approve with Amendments
Deny

Recommendation for Action

The City team recommends that City Council approve CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023.

Suggested Motion:

I move that CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023, be (approved on final reading, numbered 4873 and ordered published by title only (rejected)).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	4/15/2024
Bryan Archer, Director of Finance	4/15/2024
Gail Walker, Legal Specialist-Contracts	4/15/2024
Laura Hemler, Assistant City Attorney	4/15/2024
Linda Haley, Deputy City Manager	4/15/2024
Rachel Morris, City Attorney	4/19/2024
Lorie Gillis, City Manager	4/23/2024

Enclosure, exhibits & attachments required to support the report

SUBJECT: CB24-007, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023 (Ordinance No. 4873) (Presenter: Bryan Archer, Finance Director)

PAGE: 3
ITEM: 10.A.

COUNCIL BILL NO. 24-007
ORDINANCE NO. 4873

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION
FOR FISCAL YEAR 2023

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4822 (Council Bill No. 22-074), which authorized the annual appropriation for Fiscal Year 2023; and

WHEREAS, Section 10.8(a) of the Arvada Home Rule Charter provides that City Council may make additional appropriations by Ordinance during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4862 (Council Bill No. 4862) on December 18, 2023, which made the additional appropriations; and

WHEREAS, the City Council of the City of Arvada finds that this appropriation is necessary for the City to meet unanticipated expenditures; and

WHEREAS, the City Council of the City of Arvada finds that a second additional appropriation is necessary to ensure the Housing Authority Fund is accurate; and

WHEREAS, the City Council of the City of Arvada further finds that such additional expenditures and budgeted expenses do not exceed budgeted revenues and reserves for Fiscal Year 2023.

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

Section 1. The following sums of money as may be needed or deemed necessary to defray the expenses and liabilities of the City of Arvada are hereby appropriated for Fiscal Year 2023.

City of Arvada Final Appropriation

Fund	Final Budget
General Fund	\$128,564,278
Conservation Trust Fund	\$184,481
Street Maintenance Fund	\$12,494,119
Community Development Fund	\$4,444,709
Housing Authority Fund	\$7,879,660
Emergency Fund	\$5,296,529
Parks Fund	\$14,051,742

Police Seizure	\$30,312
Police Tax Increment Fund .21	\$8,345,151
Police Tax Increment Fund .25	\$10,148,513
Debt Service	\$5,363,782
COP Debt Service Fund	\$3,277,985
Capital Improvement Projects Fund	\$24,964,907
Construction Fund	\$8,016,508
Water Fund	\$126,643,916
Wastewater Fund	\$39,896,599
Golf Course Fund	\$8,431,835
Stormwater Fund	\$9,219,839
Solid Waste Fund	\$4,585,779
Insurance Fund	\$4,344,812
Computer Replacement Fund	\$12,673,739
Print Shop	\$405,750
Vehicle Fund	\$7,196,662
Building Fund	\$801,172
Total Appropriation	\$447,262,779

Section 2. This Ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of April, 2024.

PASSED, ADOPTED, AND APPROVED this 6th day of May, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: April 18, 2024
May 9, 2024



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Arvada Parks Maintenance Standards

Report in Brief

Presenter: Steve Gustafson, Parks Manager

The city team will provide the City Council with an overview of the City's approach to maintaining city-owned parks, open spaces and trails. The workshop will highlight community survey data, standards and emerging best practices/innovations.

Background

The Arvada Parks Division performs routine maintenance for City-owned parks, trails, sports facilities, landscaped medians, and City facilities. Parks team members maintain more than 220 sites and 4,200 acres of parks and open space, which includes:

- 70 playgrounds
- 40 median and streetscape locations
- 9 sports complexes
- 32 multi-use fields
- 80+ courts for basketball, tennis and pickleball
- 41 pavilions
- 15,000+ trees

The City of Arvada's Parks Maintenance Professionals conduct their maintenance based on a set of clearly defined standards. The goal of the City's Parks Maintenance team is to maintain the highest parks and open space standards possible, making the best use of City resources in a sustainable, equitable and consistent fashion. Safety is always the top priority for the Arvada team. This includes the safety of the community and the safety of city team members.

Strategic Alignment

This workshop is in alignment with the following Vibrant Community and Neighborhoods worksystem principle:

To support a vibrant community and neighborhoods, the City of Arvada provides maintenance service to the community and visitors so they can play and enjoy activities in safe and well-maintained parks, open spaces and trail systems.

Next Steps

Receive feedback from the City Council.

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	4/16/2024
Bryan Archer, Director of Finance	4/16/2024
Gail Walker, Legal Specialist-Contracts	4/16/2024
Janelle Miller, Assistant City Attorney	4/16/2024
Don Wick, Deputy City Manager	4/17/2024
Rachel Morris, City Attorney	4/17/2024
Lorie Gillis, City Manager	4/23/2024

Enclosure, exhibits & attachments required to support the report

Parks Maintenance Standards

City Council Workshop

May 6, 2024

Workshop Learning Objectives

During this presentation, you will:

- Learn how the City of Arvada maintains different types of city-owned park and open space lands
- Learn how the City of Arvada approaches weed control on city-owned park and open space lands
- Learn about ongoing efforts to align public safety, sustainability and environmental health with Arvada's practices

Community Perspective

- **97% of Arvada residents say that local parks, open space and trails are important to their quality of life (Benchmark = 76%*)**
- **86% of residents** are satisfied with Arvada's park maintenance
(Average of neighboring cities = 80%)
- Satisfaction with park maintenance spread evenly across all demographics
- Parks, open space and trail maintenance was listed as the **most critically important VCN service** while also having the **highest satisfaction of any City service**



Turf Maintenance vs. Open Space and Natural Area Maintenance

Turf Grass

- Parks and athletic fields
- Irrigated and intensive maintenance (mowed frequently and cut lower)
- Used for passive and active recreation (sports, picnics, lawn games, play)



Native Grasses

- Open spaces and greenbelts
- Not irrigated; mowed infrequently
- Designed into parks because they're beautiful and provide vital ecosystem services
- Require a much different approach to keep healthy and resilient



Cultural Norms of Urban Park Design & Maintenance

- Landscapes reflect community values and effort
- Tidy gardens signify pride and neighborliness
- Varying preferences require landscape control for appeal, sustainability, and resource conservation

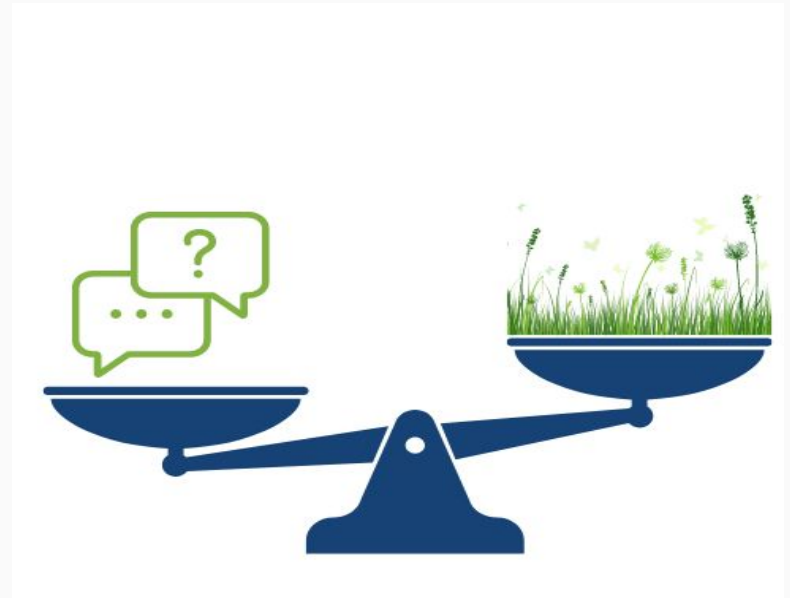


Mixed Opinions from the Community

Preferences are mixed on how our urban landscapes should look, especially during the growing season:

Parks receives **seasonal complaints and questions** about mowing schedules and weed management.

At the same time, community also tells us how much they appreciate **natural aesthetics**, less frequently mowed areas by waterways and open spaces.



Arvada's Mowing Standards

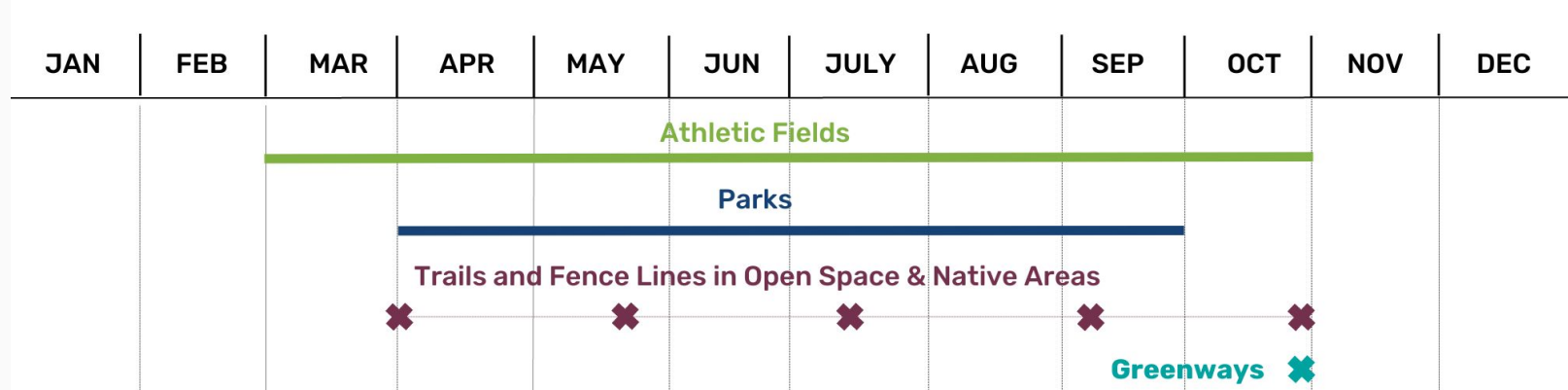
Basics of Mowing

- Mowing is more than just cutting grass, and different types of grass require different approaches
- Mowing is a critical practice for turf managers
- Benefits of mowing:
 - Natural weed control
 - Higher turf quality
 - Aesthetics
- Result: Satisfied customers, efficient resource use, and resilient landscapes



Park Maintenance Seasonal Mowing Schedules

- Maintaining our parks, trails and open space system is a year-round process, generally divided into tasks by quarters
- Most of our mowing starts in Q2 on April 1
- Mowing ends in either September or October, depending on the type of landscape (athletic field, park, greenway, open space, etc.)



Mowing Schedules

Landscape	Mowing Frequency	Grass Height
Athletic Fields	Twice a week during scheduled activities (March - October)	2-3 inches
Parks	Once a week, April - September	2.75 - 4 inches
Open Space / Natural Areas Fence Lines and Trails	3 - 5 times per year	5 - 8 inches
Open Space / Natural Areas Greenways	Once a year, late fall or early winter	5 - 8 inches
Large Open Space Areas	Landscape-specific, > 3 years	5 - 8 inches

Turf Mowing (Parks, Athletic Fields)

- Once per week during mowing season
- Grass is cut to a height between 2.50 to 3.50 inches
- Mowing patterns are changed weekly to avoid rutting



Turf Mowing (Parks, Athletic Fields)

- An industry best practice, clippings are not removed or caught, unless considered unsightly or build-up becomes a concern
- Clippings are discharged away from roads, drainage swales, curb and gutters, walkways, tree bowls, etc.
- If necessary, staff crosscuts, rakes or uses appropriate methods to eliminate clumps of grass when turf is wet or extremely long
- Staff is responsible for cleaning all sidewalks, streets, curbs, etc. by blowing or sweeping after each mowing; staff uses safety chutes on their equipment

Benefits of grass-cycling (leaving clippings):

- Saves 20-25% on fertilizer costs by returning nitrogen, phosphorus and potassium back to the turf
- Saves water since clippings provide shade for grass roots to keep cool and full of moisture

Natural Area Mowing (Unirrigated Areas)

- Areas along sidewalks and trails are mowed 3-5 times per year = trail cut
- Property lines, where mowers can access, are mowed 3-5 times per year = courtesy cut
- Courtesy cuts are 6 feet wide to a height of 4 - 6 inches
- Native grasses in the greenway are mowed once a year after seed has dropped, usually after the first hard frost



Natural Area Mowing (Unirrigated Areas) – Golf Courses

Same approach as Trails & Open Space:

- Courtesy Cuts along property fences 3 to 5 times a summer
- All other areas mowed 2x a year

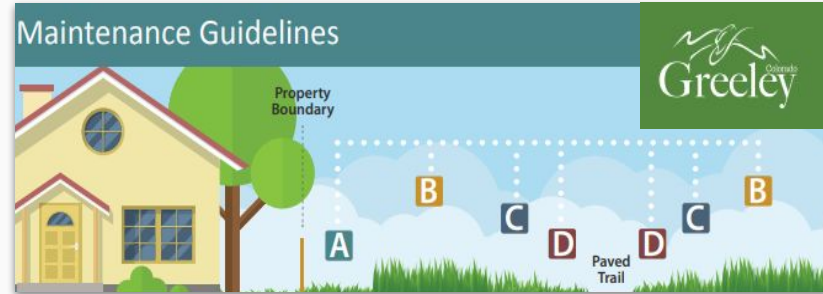
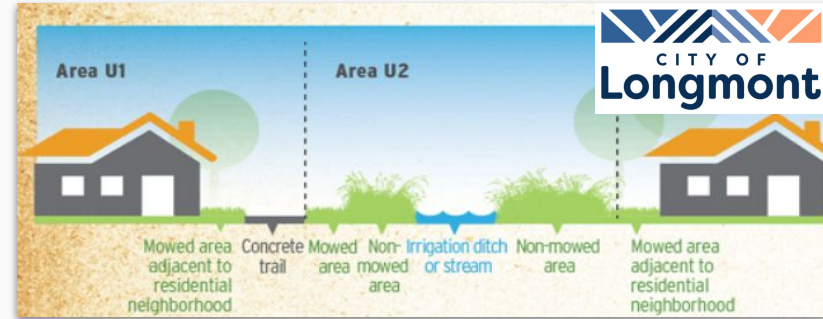
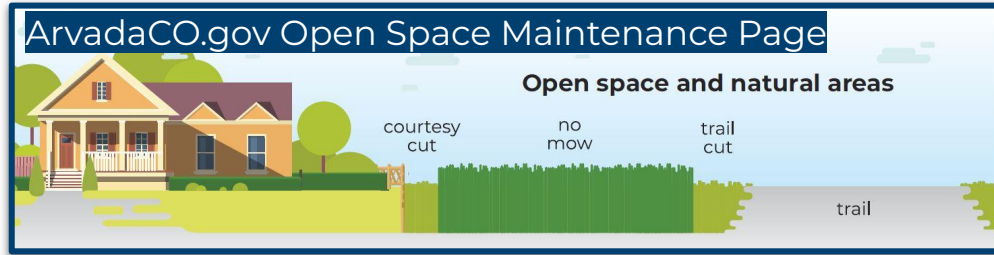
Native Area Conversion at West Woods

- 39 total acres of native; saves 4 million gallons of water a year
- 17 acres part of original construction of Silo course in 1999
- 22 acres of conversion in progress since 2019 (Cottonwood and Sleeping Indian)
- More info: arvadaco.gov/1015



Open Space and Natural Area Maintenance

- Our open space maintenance standards are aligned with best practices recommended by the Colorado State Forest Service
- City website is a resource designed for communicating consistently with the public
- More info: ArvadaCO.gov/517



Weed Management

State of Colorado Noxious Weed Act

State requires landowners to manage noxious weeds. State-listed noxious weeds are organized into 3 management categories:

List A Species

Eradication required by the state



Hairy Willow-Herb

List B Species

Management plans to stop the spread



Yellow Toadflax

List C Species

Targeted for improved management, education



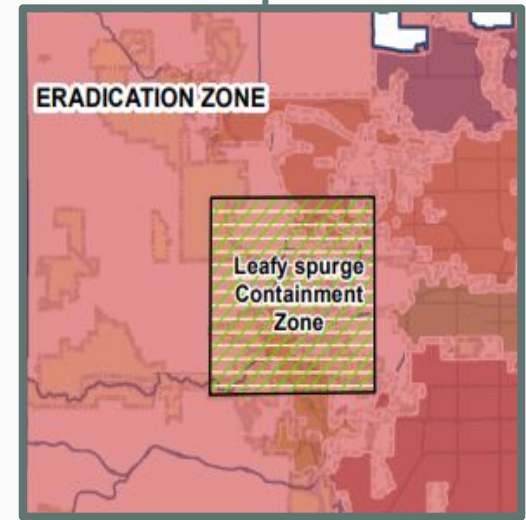
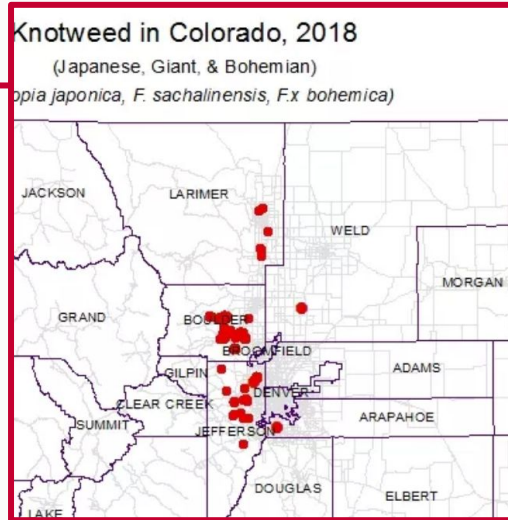
Field Bindweed

Noxious Weeds in Arvada

City works collaboratively with Jefferson County, the Colorado Department of Agriculture and the Colorado Weed Management Association for its noxious weed management.



COLORADO
Department of Agriculture



Weed Management Methods

- Current weed mitigation methods:
 - Mowing
 - Herbicide Application
 - Hand Pulling
 - Cultural Control
- Current pilot projects:
 - Targeted grazing
 - Insect Bio-Control



Looking Ahead

State Regulation of Lawn and Garden Equipment

- October 2022: EPA reclassified Denver Metro/North Front Range as a “severe” nonattainment area
- February 2024: Air Quality Control Commission (AQCC) passed regulation #29: *Emission Reduction Requirements for Lawn and Garden Equipment* (effective summer 2025)
- Applies to federal, state and local governments that use lawn and garden equipment.
- Ban on gas-powered push lawn mowers and handheld landscaping tools under 10 horsepower on public property within the nonattainment area (Ozone Season = June 1 - August 31)

Resident Perspectives on Sustainable Maintenance Practices

Sustainability and Maintenance Questions from 2023 Parks Survey:

- 75% of residents are in favor of replacing irrigated shrub beds with native plants
- 63% are in favor of replacing turf grass with drought- tolerant plants and grasses
- 39% in favor of reducing the frequency of turf grass mowing

Pilot Projects: Targeted Grazing

- Cattle grazing at Blunn Pioneer open space
- Innovative approach to wildland fuels reduction and vegetation management
- Phase I of the pilot began in January 2024
- Phase II kicked off in April 2024



Pilot Projects: Turf Conversion at Tomlinson Park

Pilot turf conversion project at Jack B. Tomlinson Park started in March 2024.

- Converting one acre from Kentucky bluegrass to native grass.
- Location chosen for specific reasons: no trees, low use, poor soil conditions
- More Info:

ArvadaCO.gov/TurfConversion



Thank you! Questions?



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2024

SUBJECT: Park Naming — Holistic Health and Fitness Park

Report in Brief

PRESENTER: Darin DeLay, Parks and Urban Design Manager

The City of Arvada is currently constructing a new park at 10275 W 55th Ave. Construction is progressing on schedule and the city team expects the park to be complete by June 2024. The city team is initiating the naming process by bringing forth a proposed name for the Council to consider. During the workshop, the team will request the Council's feedback on the proposed name.

Background

Design efforts for the new park began in 2016, in collaboration with Red Rocks Community College (RRCC). The park has long been referred to as Holistic Health and Fitness Park, dating back to the planning and engagement stages of the project in 2017 and in numerous official city documents and engagement efforts over the years. These planning and engagement efforts were completed in advance of city Policy No. 1000.2, Naming and Renaming of Public Spaces and Facilities (effective January 11, 2021). The park has not yet been provided an official name through the city's naming and renaming policy.

The long-time vision of Arvada's Holistic Health and Fitness Park is to meet identified public park service gaps and to support higher education curriculum at the RRCC Arvada Campus. In 2017, the City conducted extensive community outreach during the development of the park design including:

- Public Open House Meeting: May 18, 2017 at Red Rocks Community College Arvada Campus
- Stakeholder Focus Group Meetings June 20, 2017 at Arvada City Hall
- Stakeholder Focus Group Meetings September 18, 2017 at Arvada City Hall
- Public Open House Meeting: October 17, 2017 at Red Rocks Community College Arvada Campus

Section 3 of Policy No. 1000.2 authorizes the City Council to consider name proposals from the city team. In accordance with the city's naming policy, the city team proposes that Holistic Health and Fitness Park be adopted by the City Council as the official name of the new park. This workshop presentation will cover the following required elements of the naming proposal as per the city's naming policy:

- Presentation of the proposed name
- The rationale or justification for the name
- Level of community participation in the development of the proposed name
- Evidence of any opposition to the proposed name

The city team will receive Council's feedback on the proposed name and a final name (or list of names) will then be presented to the Council at the May 20 business meeting. Once a final name is approved by the Council, the City team will manufacture the new park sign for installation at the park.

Strategic Alignment

VCN Strategic Result 2: Complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community.

Next Steps

1. Receive City Council feedback on the proposed park name.
2. Return to the City Council to present a name(s) for the Council to review and to select the final name.

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	4/16/2024
Bryan Archer, Director of Finance	4/16/2024
Gail Walker, Legal Specialist-Contracts	4/16/2024
Janelle Miller, Assistant City Attorney	4/16/2024
Don Wick, Deputy City Manager	4/17/2024
Rachel Morris, City Attorney	4/17/2024
Lorie Gillis, City Manager	4/23/2024

Enclosure, exhibits & attachments required to support the report

Park Naming – Holistic Health & Fitness Park

City Council Workshop
May 6, 2024

Agenda

- Elements of the naming policy
- Project Background
- Partnership and Engagement
- Feedback and Next steps



Arvada Holistic Health and Fitness Park
Arvada, Colorado

Elements of a Naming Policy

City's naming policy requires:

- Proposed Name
- Rationale / justification for the proposed name
- Level of community participation in the development of the proposed name
- Evidence of any opposition to the proposed name



Aerial image of construction progress : March 2024

Proposed Name

PROPOSED NAME: HOLISTIC HEALTH & FITNESS PARK

- In alignment with the 2016 Parks, Trails and Open Space Master Plan, the city identified a need for a park in this area
- The adjacency to RRCC created an opportunity for collaboration to create a unique park experience
- The opportunity established a long-working relationship with RRCC (since 2016)

“Holistic health” = an approach to wellness that simultaneously addresses the **physical, mental, emotional, social** and **spiritual components of health**.

Healing PEOPLE, COMMUNITIES and the ENVIRONMENT

Park Features and Vision

The vision of the park is to provide **free access to therapeutic, rehabilitative, and play-oriented amenities** that will especially benefit users at the **ends of the age spectrum**

Park will will also serve a unique function as an **outdoor classroom and research laboratory** for students at RRCC, enhancing educational within the integrative health, reflexology, and health sciences curricula.

Park elements include:

- Rehabilitative & Adaptive Recreation
- Contemplation/Meditative space
- Reflexology Paths
- Sensory Paths
- Yoga Pavilion & Plaza
- Labyrinth Path
- Compass Rose
- Various Fitness Elements
- Entry Plazas & Gateways
- Native Plantings
- Natural Play Area



Park Elements



Park Elements



Engagement History

In 2017, the City conducted extensive community outreach during the development of the park design, including:

- **Public Open House Meetings**
 - May 18, 2017 @ RRCC Arvada Campus
 - October 17, 2017 @ RRCC Arvada Campus
- **Full-Day Stakeholder Focus Group Meetings***
 - June 20, 2017 @ Arvada City Hall
 - September 18, 2017 @ Arvada City Hall
- **City Council Presentation**
 - October 15, 2018 @ Arvada City Hall

*Focus group meetings included: Apex, YMCA, Private Wellness Enterprises, RRCC Fitness & Adventure Programmers, RRCC Faculty & Students, Advisory Groups (APAC, Arvada Arts & Culture, Healthy JeffCo, Apex Senior Council, The Arc), and individual community stakeholders

The City of Arvada and Red Rocks Community College invite you an

OPEN HOUSE PUBLIC MEETING

view new designs and give feedback on the

Holistic Health & Fitness Park

October 17, 2017
5:00 pm - 7:00 pm
at
Red Rocks Community College
Arvada Campus
5430 Miller Street
Arvada, CO

- view design options
- talk to the designers
- give feedback

No formal presentation will be made.

for more information call 720-898-7400
or visit [arvada.org / holistic-health-and-fitness-park](http://arvada.org/holistic-health-and-fitness-park)

CITY OF ARVADA

Recent Public Communication

- Currently identifying the park as Holistic Health & Fitness Park on:
 - City website - ArvadaCO.gov/HolisticPark
 - New Parks & Open Space Trail Map & Guide
 - Social media park progress updates
 - Arvada Press articles
 - Arvada Report (November 2023, June 2024)
- No known opposition to the name

New Holistic Health and Fitness Park

The City of Arvada and Red Rocks Community College (RRCC) broke ground in late August on the city's newest park. The Holistic Health and Fitness Park is located just north of the RRCC campus in the Arvada Ridge area of the city, west of Kipling and south of the Lutz Sports Complex.

The City and RRCC have been working together since 2017 to develop a new park in the area to meet identified public park service gaps and support higher education curriculum at the RRCC Arvada Campus.

One of the first of its kind in the nation, Arvada's newest park will focus on whole-body health and offer a variety of uses for all ages and abilities, provide interactive features and improve community access to free health opportunities and solutions to chronic health issues. Residents, practitioners, faculty, students, artists and other stakeholders have helped to shape the vision for this new park.

Features of the new park will include:



Continued Partnerships

Red Rocks Community College

- Supportive of the proposed name
- Collaboration on 2024 ribbon cutting
- Collaboration on commemorative plaque
- Programming to begin for student labs

Apex Park and Recreation District

- Potential for fitness-related programming

July 1, 2024

**Holistic Health and Fitness Park
was designed through a partnership
between Red Rocks Community College
and the City of Arvada.**



Next steps

- City Council Feedback
- Future Park Naming Resolution



Construction photo January 2024



REPORT FROM CITY COUNCIL

AGENDA ITEM
13.A.

DATE: May 6, 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: May 6, 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 4/15/2024

Lorie Gillis, City Manager 4/23/2024

Enclosure, exhibits & attachments required to support the report

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

WORKSHOPS	Date	Lead
Revenue Opportunities The City team will provide the City Council an overview of our current revenue structure, identify what other revenue opportunities exist and provide a base knowledge for future revenue discussions.	May 13	Fin
Waste Hauling Fees	May 13	Utilities
Housing Strategic Plan Update	May 13	Housing
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
10-Year Model Update	June 10	Finance
CIP Update	June 10	Finance
Homelessness Strategic Planning This workshop will update the Council regarding the City's efforts at developing phase II of the strategic plan for addressing the unhoused issues. The City team and our consultant, Scott Shields, will present our recommendations for Phase II and receive council feedback on the plan.	July 8	CMO
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 - Work System Update	Sept 23	Finance
Final Water, Wastewater & Stormwater 2025 Rates/Fees	Sept 23	Utilities
Pay Plan/Additional Work System (if needed)	Oct 14	
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		
City of Arvada Greenhouse Gas Inventory@4 p.m.	July 22	VCN
BID and Chamber funding	TBD	
WORKSHOP TBD's		
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.	TBD	
Pavement Management The Pavement Management Team will provide an update on 2023 and looking ahead to 2024	TBD	PW

pavement projects.		
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		