



City of Arvada

City Council Agenda

MARCH 18, 2025

Councilmembers:

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

Staff Members Usually Present:

Linda Haley, Acting City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Jessica Morales, Interim Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Ryan Stevenson, Director of Vibrant Community & Neighborhoods
Rachael Kuroiwa, Director of Communications & Engagement
Ed Brady, Chief of Police
Kristen Rush, City Clerk

Info: 720-898-7550

REGULAR BUSINESS

CITY COUNCIL CHAMBERS

6:00 P.M.

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Rupert
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. March 4, 2025, City Council Meeting
5. Recognitions and Communications - None
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R25-026, A Resolution Authorizing an Agreement Between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$1,826,966.00
 - B. Resolutions
 1. R25-027, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of \$458,033.00
 2. R25-028, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee
 3. R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support

Homeless Street Outreach Services

C. Ordinances (First Reading) - None

9. Other
10. Public Hearings - 6:15 PM
 - A. R25-030, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, A Section of 64th Avenue Right-of-Way approximately Located at 15812 West 64th Avenue
 - B. CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4889) (Presenter: Rob Smetana, Planning Manager)
11. Public Comment - Five Minute Limit
12. Reports from City Council
 - A. Council Committee Reports
13. Reports from City Manager
 - A. Review of Future Workshops and Presentations
14. Reports from City Attorney
15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MARCH 4, 2025

1. Executive Session – 4:00 p.m.
 - A. Legal Advice, Pursuant to C.R.S 24-6-402(4)(b) related to a possible towing ordinance

Councilmember Ambrose moved to go into executive session for Legal Advice, Pursuant to C.R.S 24-6-402(4)(b) related to a possible towing ordinance.

The following votes were cast on the Motion:

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

1. Call to Order - 6:00 p.m.
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 Bob Fifer, Councilmember John Marriott, Councilmember Brad Rupert

Also Present: Linda Haley, Interim City Manager; Rachel Morris, City Attorney; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Ryan Stevenson, Director of Vibrant Communities and Neighborhoods, Candice Svoboda, Assistant to the City Manager, and Kristen Rush, City Clerk.

4. Approval of Minutes – February 3, 2025, and February 10, 2025 City Council Meetings

The minutes stand approved as amended.

5. Presentations - None
6. Recognition and Communication –
 - A. Presentation of After Prom Checks - Presented by Councilmember Ambrose

Councilmember Ambrose said that each year at this time, the City Council acknowledges the partnerships of school staff, parents, local businesses, Arvada School Resource Officers and others who join together to create a free, safe place for high school students to meet after prom. With elaborate decorations and creative themes, high schools are transformed into imaginative places for the students to gather.

All night and into the early morning they can eat, play games, win prizes and safely party with friends at no cost. These After Prom parties provide a safe alternative to high-risk behaviors.

Each school has a committee of parent volunteers who spend countless hours collecting donations, planning, preparing for and staffing these events. It is estimated that each school hosts nearly 500 students (impacting nearly 2,500 teens) at After Prom parties.

Tonight we recognize the committee representatives from our local high schools who are committed to making these events a success on behalf of young people in Arvada and present each of the high schools a cash donation.

Arvada High School, accepted by Principal Caroline Frazee

Arvada West High School, accepted by Principal Micah Porter and Community Relations Specialist Noah Symmes-Dezco

Pomona High School, accepted by Principal Patrick Rock or representative

Ralston Valley High School, accepted by Principal Mica Buenning

Standley Lake High School, accepted by Principal Todd Rago

B. Proclamation for Women's History Month - Presented by Councilmember Davis

Councilmember Davis read the proclamation and said that City Council proclaims March 2025 as Women's History Month. Christina Manthey, President of the League of Women Voters of Jefferson County, and other members, were present to accept the proclamation.

C. Certificate of Recognition - Arvada's Recertification as a Silver-Level Bicycle Friendly Community - Presented by Councilmember Marriott

Councilmember Marriott read the proclamation and said that The League of American Bicyclists has recognized the City of Arvada's ongoing commitment to enhancing bicycling conditions by awarding the City the Silver-level Bicycle Friendly Community designation.

Arvada has proudly maintained its Bicycle Friendly Community status since 2008 and achieved the Silver level in 2014, reflecting a sustained dedication to promoting bicycling as a viable and safe mode of transportation and recreation. This recertification places Arvada among 460 communities nationwide, including 21 in Colorado, that are leading the movement for safer streets and better bicycling opportunities for all.

The City has demonstrated its commitment through investments in bike education programs, infrastructure improvements, and events that encourage residents to choose biking, thereby fostering a culture of health, sustainability, and connectivity. Arvada's efforts align with the goals outlined in the City's Bicycle Master Plan, aiming to make biking a safe, accessible, and enjoyable option for people of all ages and abilities.

The City is proud to recognize the hard work of the many City team members and community partners who contributed to the recertification process. A special thank you to the Transportation Planning team for their leadership and the community groups and local cycling advocates who volunteer their time to these ongoing efforts. Partners include the City's Transportation Advisory Committee, Bike Friendly Arvada, Bicycle Colorado, Lake Arbor/Purpose Driven Optimist Club, Bikes for Humanity, Golden Optimist Club, Bike Jeffco, Second Chance Bikes, RTD, and DRCOG.

The City is committed to building on the momentum of this recertification to further enhance the

bike network, ensuring that residents can experience the benefits of a connected, bike-friendly community. Congratulations on Arvada's recertification as a Silver-level Bicycle Friendly Community!

Kellee Van Bruggen, Transportation Planning Manager, along with Arvada teams and community supporters, were present to accept the proclamation.

7. Public Comment –

- A. Scott Spears, Olde Town business owner, addressed council regarding the homeless in Olde Town
- B. Jill Armstrong, Arvada resident, addressed council regarding a navigation center.
- C. David Holland, Arvada resident, addressed council regarding the homeless in Olde Town.
- D. Lynn Clemens, Arvada resident, addressed council regarding the Jefferson County project located at 5950 McIntyre St.
- E. Judith Denham, representing the Arvada Historical Society, addressed concerns in Olde Town.
- F. Pat Malone, Arvada resident, addressed council regarding immigration issues.
- G. Joyce Richardson, Arvada resident, addressed council regarding immigration issues.
- H. Tom Olschner, Arvada resident, addressed council regarding a navigation center.
- I. Sebastian Gunther, Arvada resident, addressed council regarding immigration policy

8. New Business

A. Consent Agenda –

- 1. R25-020 A Resolution Authorizing An Agreement Between The City Of Arvada And Stantec Consulting Inc. For Professional Services Relating To Owner's Advisor Services For The Water Treatment Plant Replacement Project In An Amount Not To Exceed \$2,066,054.00 In The First Year
- 2. R25-021 A Resolution Authorizing an Amendment No. 1 to an "Agreement between the City of Arvada and Jacobs Engineering Group, Inc. for Engineering Services Related to the Water Treatment Plant Replacement, Piloting, and Process Selection" for Phase II Design Services in an Amount Not to Exceed \$13,039,965.00, thereby increasing the Total Contract Amount to an amount not to exceed \$13,592,652.00
- 3. R25-022 A Resolution Accepting 2024 Donations of Ballistic Armor to the Arvada Police Department
- 4. R25-023 A Resolution Authorizing Acceptance of Donations made to the Majestic View Nature Center in 2024

Councilmember Ambrose moved that R25-020, A Resolution Authorizing An Agreement Between The City Of Arvada And Stantec Consulting Inc. For Professional Services Relating To Owner's Advisor Services For The Water Treatment Plant Replacement Project In An Amount Not To Exceed \$2,066,054.00 In The First Year; R25-021, A Resolution Authorizing an Amendment No. 1 to an "Agreement between the City of Arvada and Jacobs Engineering Group, Inc. for Engineering Services Related to the Water Treatment Plant Replacement, Piloting, and

Process Selection" for Phase II Design Services in an Amount Not to Exceed \$13,039,965.00, thereby increasing the Total Contract Amount to an amount not to exceed \$13,592,652.00; R25-022, A Resolution Accepting 2024 Donations of Ballistic Armor to the Arvada Police Department; R25-023, A Resolution Authorizing Acceptance of Donations made to the Majestic View Nature Center in 2024, be approved..

The following votes were cast on the Motion:

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

B. Resolutions –

1. R25-024 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Jefferson Center Metropolitan District No. 1 for Financing of the Design, Preconstruction Services, Construction Administration, and Construction of the Zephyr (Zone 5) Tank

Jessica Morales, Interim Director of Utilities, reviewed this resolution with council.

Mayor Pro Tem Moorman moved that R25-024, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Jefferson Center Metropolitan District No. 1 for Financing of the Design, Preconstruction Services, Construction Administration, and Construction of the Zephyr (Zone 5) Tank, be approved.

The following votes were cast on the Motion:

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

2. R25-025 A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada and Adams County for Arvada's North Trunk Sewer Improvement Project Section 10 (NT10)

Jacqueline Rhoades, Public Works Director, reviewed this resolution with council.

Councilmember Davis moved that R25-025, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada and Adams County for Arvada's North Trunk Sewer Improvement Project Section 10 (NT10), be approved.

The following votes were cast on the Motion:

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

C. Ordinances (First Reading) -

1. CB25-003 An Ordinance Annexing Certain Land into the City of Arvada, A Section of 64th Avenue Right-Of-Way approximately located at 15812 W 64th Avenue, in the City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for March 18, 2025, at 6:15 p.m.)

Mayor Pro Tem Moorman moved that CB25-003, An Ordinance Annexing Certain Land into the City of Arvada, A Section of 64th Avenue Right-Of-Way approximately located at 15812 W 64th Avenue, in the City of Arvada, County of Jefferson, State of Colorado, be approved on first reading, ordered published in full and a Public Hearing be set for March 18, at 6:15 p.m.

The following votes were cast on the Motion:

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

The Motion was Approved

9. Other – None

10. Public Hearings –

- A. CB25-005 An Ordinance Amending Several Sections of Chapter 90, Solid Waste, of the Arvada City Code (Ordinance No. 4891)

Mayor Simpson opened the public hearing on CB25-002.

Presenter: Jessica Morales, Acting Director of Utilities, reviewed this ordinance with council.

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

Councilmember Ambrose moved that CB25-005, An Ordinance Amending Several Sections of Chapter 90, Solid Waste, of the Arvada City Code (Ordinance No. 4891), be approved on final reading, numbered 4891 and ordered published only.

The following votes were cast on the Motion:

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

The Motion was Approved

11. Workshop

A. Waste Hauling Program

Jacquiline Rhodes, Director of Infrastructure, and Deborah Baumgartner, Utilities Service Manager, provided an overview of the City's Waste Hauling Program and the Solid Waste Enterprise Fund.

In 2020, the City team received direction from the City Council to implement an organized waste hauling system. This was preceded by several years of stakeholder engagement, service studies, and financial planning.

The City began offering curbside recycling and trash services in July 2021. Today, over 18,200 households in Arvada have signed up to receive curbside services from the City's contractor, Republic Services. A little over 8,200 households do not receive curbside service through the City's program but are eligible to participate in our large-item drop-off and leaf drop-off services.

Ms. Baumgartner gave an overview of the Waste Hauling Program organization, Level of Service goals, sources of funding, and the City's service contract with Republic Services.

Next Steps: Workshop timeline/topics:

- April 22: Workshop #2 - A review of direction provided in March and discussion of proposed fee scenarios.
- May 13: Workshop #3 - Final discussion on proposed fee scenarios and direction for which fee scenario to bring back to Council in June for resolution adoption.
- June 3: Adoption of fee resolution ahead of 7/1/25 implementation.

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

A. Councilmember Fifer noted the passing of Master Sargent Bennington.

14. City Manager Reports –

A. Linda Haley, Interim City Manager, reviewed the upcoming workshop schedule.

15. City Attorney Reports – None

16. Adjournment at 8:05 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

SUBJECT: Consent Agenda

Report in Brief

R25-026, A Resolution Authorizing an Agreement Between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$1,826,966.00

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: March 18, 2025

SUBJECT: R25-026, A Resolution Authorizing an Agreement Between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$1,826,966.00

Report in Brief

Council action is requested on the attached resolution authorizing an agreement with Triple M Construction LLC for the amount of \$1,826,966.00. This annual project involves the removal and replacement of the concrete sidewalk, crossspan, curb and gutter, and ADA curb ramps around the City as shown on the attached location maps.

The Arvada team recommends that the City Council approve R25-026, A Resolution Authorizing an Agreement Between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$1,826,966.00

Financial Impact

Cost: \$1,826,966.00

Cost is budgeted through the General Fund under Fund 102FD - Street Maintenance Fund.

Cost Is: One-time

This is a Capital Improvement Project (CIP):

2025 ADA Curb Ramp and Concrete Replacement Program - Project Number 25-ST-10

Background

This contract will provide funding to install ADA compliant curb ramps and concrete for street segments planned to receive pavement maintenance applications that include mill and overlay or reconstruction in 2025 and following years.

Discussion

The 2025 ADA Curb Ramp and Concrete Replacement Program, Project No. 25-ST-10, includes construction of ADA compliant curb ramps and concrete for street segments planned to receive pavement maintenance applications that include mill and overlay or reconstruction in 2025 and following years.

Council action is requested on the attached resolution authorizing a Construction Contract Agreement with Triple M Construction, LLC for an amount not to exceed \$1,826,966.00. This is an annual ADA Curb Ramp and concrete replacement program for street segments planned to receive pavement maintenance applications that include mill and overlay or reconstruction in 2025 and following years.

Included in this program is the removal and replacement of ADA Curb Ramps which are not currently in compliance, and concrete replacement of displaced or deteriorated concrete that could affect the integrity of proposed pavement maintenance applications.

Bids were opened January 23, 2025. Twelve responses were received. The intent of the bid was to award to best qualified, best

SUBJECT: R25-026, A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND TRIPLE M CONSTRUCTION, LLC FOR CONSTRUCTION OF ADA RAMPS AND CONCRETE REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$1,826,966.00

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value and most responsive bidder sustaining they could meet the service requirements. Triple M Construction, LLC was the bidder selected that met these criteria.

Triple M Construction LLC has successfully completed concrete replacement for previous concrete replacement projects for the City. This contract for 2025 is expected to be completed within 100 consecutive working days. The projected date for the notice to proceed to be issued is March 15, 2025. The contract may be renewed for two additional terms. Sufficient funds for this project are available in the Streets Maintenance Fund.

Bid Results:

1. E & M Concrete - \$1,682,875.00
- 2. Triple M - \$1,826,966.00**
3. Colorado Paving, Inc. - \$2,041,765.52
4. Gold Star Concrete, Inc. - \$2,178,400.00
5. Stone and Concrete - \$2,230,040.22
6. KRM Concrete LLC - \$2,352,238.00
7. RDZ Build - \$2,354,798.00
8. Denver Concrete Works - \$2,417,677.00
9. MH Construction, Inc. - \$2,656,127.74
10. Silva Construction - \$2,732,012.00
11. Essential Contractors - \$2,875,940.00
12. RCD Construction - \$3,502,725.97

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Work System Services within the City Council Strategic Plan. The recommended action is consistent with the work system service INF3: Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-026, A Resolution Authorizing an Agreement by and between the City of Arvada and Triple M Construction, LLC for Construction of ADA Curb Ramps and Concrete Replacement in an Amount Not to Exceed \$1,826,966.00.

Suggested Motion:

I move that R25-026, A Resolution Authorizing an Agreement Between the City of Arvada and Triple M Construction, LLC for Construction of ADA Ramps and Concrete Replacement in an Amount not to Exceed \$1,826,966.00, be (approved) (rejected).

SUBJECT: R25-026, A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF ARVADA AND TRIPLE M CONSTRUCTION, LLC
FOR CONSTRUCTION OF ADA RAMPS AND CONCRETE REPLACEMENT IN
AN AMOUNT NOT TO EXCEED \$1,826,966.00

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Prepared by:
Christine Biddle, Pavement Management Coordinator

Reviewed by:

Approved by:

Benjamin Sawaya, Pavement Manager	1/30/2025
Claudia Vaughan, City Engineer	2/13/2025
Jacqueline Rhoades, Public Works Director	2/14/2025
Bryan Archer, Director of Finance	2/14/2025
Tammy Hedlund, Legal Specialist	2/14/2025
Kelsy Sargent, Assistant City Attorney	2/18/2025
Rachel Morris, City Attorney	2/19/2025
Don Wick, Deputy City Manager	2/19/2025
Linda Haley, Acting City Manager	2/19/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-026

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND TRIPLE M CONSTRUCTION, LLC FOR CONSTRUCTION OF ADA RAMPS AND CONCRETE REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$1,826,966.00

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

Section 2. The City Council hereby approves and authorizes the Director of Public Works to execute change orders increasing the scope of services under this Agreement up to, but not to exceed, the amounts included in the approved budget for ADA ramps and concrete replacement without any need to seek additional authority or approval of the City Council.

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

APPROVED AND ADOPTED this 18th day of March, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
TRIPLE M CONSTRUCTION, LLC FOR CONSTRUCTION OF ADA RAMPS
AND CONCRETE REPLACEMENT, PROJECT NO. 25-ST-10 IN AN AMOUNT
NOT TO EXCEED \$1,826,966.00**

This Agreement made this ____ day of _____, 2025, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and Triple M Construction, LLC (“Contractor”).

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

WITNESSETH:

WHEREAS, Arvada solicited proposals from interested construction professionals for the provision of construction services related to its 2025 ADA Ramps and Concrete Replacement Program as described in the Contract Documents (the “Project” or the “Work”); and

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

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

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

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

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

Consultants, and Arvada's residents so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all interested parties.

- 1.3. **Preparation/Sufficiency of Site.** Before commencing the Project, the Contractor shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with Arvada's engineering and design requirements, design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule; (v) review and analyze all Project geotechnical, environmental, and construction materials tests, investigations and recommendations, (vi) review all specifications; and (vii) gather any other information necessary for a thorough understanding of the Project. Claims by Contractor resulting from Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.
- 1.4. **Contract Documents.** The Contract Documents are incorporated herein by reference. The term "Contract Documents" means and includes the following:
 - A. Arvada's solicitation entitled 25-STIS-002 ADA Curb Ramp & Concrete Replacement ("CSB"), including all exhibits and/or addenda;
 - B. Contractor's Response to 25-STIS-002 ADA Curb Ramp & Concrete Replacement Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond ("Contractor's Response");
 - C. Notice of Award;
 - D. Performance and Payment Bond;
 - E. Notice(s) to Proceed;
 - F. Change Orders (if any);
 - G. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated October 2, 2023;
 - H. Requests for Information and Responses (if any);
 - I. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if applicable).
- 1.5. **Interpretation of Contract Documents.** In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order: (1) the Agreement; (2) Arvada's solicitation 25-STIS-002 ADA Curb Ramp & Concrete Replacement; (3) City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements; (4) Contractor's Response; (5) Change Orders; (6) Requests for Information and Response.

ARTICLE 2. ARVADA'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

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

ARTICLE 3. CONSTRUCTION SERVICES REQUIREMENTS AND STANDARDS

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

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

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

ARTICLE 4. CHANGES TO THE WORK

- 4.1. **Minor Contract Revisions.** Miscellaneous modifications in the Work, ordered by Arvada in the form of a Field Order, will be considered a Minor Contract Revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with SC-6 of Exhibit A and General Condition 2.17 of the Arvada Engineering Code of Standards and Specifications.
- 4.2. **Field Orders.** An authorized representative of the Contractor shall acknowledge receipt of Field Orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by Arvada will be recorded in writing in the municipal inspector's daily report that is to be signed by the Contractor's authorized representative.

- 4.3. **Field Engineered Changes.** Arvada may modify the construction plans including changing the slope and alignment of flow lines and appurtenances or modifying other improvements as necessary to accommodate construction around existing utilities or other field conditions. No additional compensation shall be made for minor costs and inconveniences incurred while performing field engineering changes as directed by Arvada or its Consultant. No additional compensation shall be made for any down time encountered while Arvada determines what field engineered changes would be appropriate to accommodate construction around existing utilities or other field conditions. Reasonable time must be allowed for Arvada or its Consultant to design field engineered changes. Any additional costs for performing field engineered construction changes to accommodate existing utilities or other field conditions and for also allowing Arvada reasonable time to design field engineered changes as necessary to complete the work shall be considered a subsidiary obligation of the contract.
- 4.4. **Pre-Construction Meetings.** Contractor agrees to assist in the preparation for and to participate in any pre-construction meetings with Arvada.
- 4.5. **Arvada Change Orders.** Arvada may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.
- 4.6. **Contractor Requested Change Orders.** The Contractor may request a Change in the Work ("Requested Change Order"), including one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.
- 4.7. **Change Order Contents.** Any Requested Change Order shall include (a) a detailed description of the requested change to the original contract; (b) itemized documentation of any subcontractor costs; (c) the total costs associated with the proposed change; (d) the impact on the project completion date, if any, associated with the proposed change; and (e) a statement of the contractual basis for the requested change.
- 4.8. **Basis for Change Order Requests.** The following may be considered a valid basis for requesting a Change Order: (a) Contract Document error or omission; (b) Arvada induced enhancement; (c) unforeseeable constructability issue; (d) unforeseeable geotechnical issue. The following will not be considered a valid basis for requesting a Change Order absent extraordinary circumstances: (a) utility relocation; (b) utility conflicts; (c) foreseeable geotechnical issue; (d) foreseeable constructability issue; (e) defective construction.
- 4.9. **Written Authorization Required.** The Contractor shall not proceed with any change in the Work without the appropriate written authorization.

ARTICLE 5. SUPERVISION AND CONSTRUCTION PROCEDURES

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

ARTICLE 6. COMPENSATION.

- 6.1. **Completion of Services.** Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada's timeframe and monetary limitations set forth below:
 - 6.1.1. Contractor shall commence the Work required by the Contract Documents within seven calendar days after the date of the Notice to Proceed unless otherwise mutually agreed-upon by the Parties in writing;
 - 6.1.2. Contractor shall complete the Work required by the Contract Documents by [date] unless the period for completion is extended otherwise by the Contract Documents; and
 - 6.1.3. Compensation Amount. Contractor agrees to perform the Work for an amount not to exceed **\$1,826,966.00.**
- 6.2. **Term.** The term of the Agreement shall be from Arvada's execution of the Agreement until the end of Arvada's 2025 fiscal year consistent with Section 10 of the Special Terms and Conditions for Bidders in Exhibit A, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under the Contract Documents.
- 6.3. **Renewal.** This Agreement may be renewed by Arvada for two consecutive one-year terms. Any renewals shall be on the same terms as this Agreement, including the Compensation Amount, and automatic unless Arvada gives Contractor 30 calendar days' written notice to terminate the Agreement. The Parties may amend the Compensation Amount of any renewal term to reflect adjustments to Contractor's pricing structure in accordance with Section SC-10 of the Project Special Conditions in Exhibit A to this Agreement as authorized by the Arvada City Council.

- 6.4. **Additional Services.** While Arvada has listed its major requirements for its solicitation in the Contract Documents, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the Bid Schedule amounts contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.
- 6.5. **Payment for Services.** At least twenty (20) calendar days before the date established for each monthly progress payment, the Contractor shall submit to Arvada an itemized Application for Payment for construction completed in accordance with the Bid Schedule. Such application shall be supported by such data substantiating the Contractor's right to payment as Arvada may require, such as copies of invoices or requisitions from subcontractors and material suppliers and reflecting retainage. Arvada shall pay NET 30 for services performed in accordance with the Bid Schedule and with this Agreement, but in no event shall the total Contract Amount exceed **\$1,826,966.00** absent a properly executed Change Order. Measurement of the work performed and monthly payment shall be made in accordance with requirements of the Measurement and Payment Section in the Contract Documents unless otherwise specifically provided herein.
- 6.6. **Non-Conforming Materials or Construction.** Where materials installed or the finished product fails to meet minimum requirements of the Contract Documents, the basis of determining final payment to the Contractor shall be determined in accordance with the applicable Colorado Department of Transportation Standard Specifications.
- 6.7. **Retainage Requirements.** Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g., C.R.S. § 24-91-101 et seq.*). Payment from Arvada will be paid NET 30 days. Invoices will accurately reflect actual work completed by Contractor and its subconsultants or subcontractors.

ARTICLE 7. MISCELLANEOUS.

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

shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed in writing by Arvada.

- 7.4. **Additional Documents.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
- 7.5. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.
- 7.6. **Paragraph Captions.** The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 7.7. **Integration, Amendment, and Severability.** This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
- 7.8. **Notices.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent electronically, or by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when electronically sent or when deposited in the United States mail.
- 7.9. **Binding Authority.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.
- 7.10. **Preferences in Employment of Colorado Labor.** To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with

respect to certain public entities and those contracting therewith as to the procurement of services:

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

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

7.11. **No Third-Party Beneficiaries.** The Parties understand and agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

[signatures on next page]

DATED this _____ day of _____, 2025.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

TRIPLE M CONSTRUCTION, INC

Mabel Moreno
President
7200 Quivas Street
Denver, CO 80221
triplemconstruction@aol.com

Exhibit A

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
TRIPLE M CONSTRUCTION, LLC FOR CONSTRUCTION OF ADA
RAMPS AND CONCRETE REPLACEMENT, PROJECT NO. 25-ST-10 IN AN
AMOUNT NOT TO EXCEED \$1,826,966.00**



COMPETITIVE SEALED BID

BID #: 25-ST5-002

Title: ADA Curb Ramp & Concrete Replacement

Issue Date: 12/27/2024

Pre-bid Meeting: Thursday, January 16, 2025 · 10:00 – 11:00am MT Via Zoom:

Join Zoom Meeting:

<https://arvadaco-gov.zoom.us/j/83056782484?pwd=ATDEaCZwqtFDEzLVPZf7W7iyYdZtN1.1>

Meeting ID: 830 5678 2484

Passcode: 102296

Questions Deadline: 01/20/2025 - 2:00 pm MT
Questions must be submitted through BidnetDirect.com.
Responses will be posted on Bidnet via addendum.

Bid Due Date: 01/23/2025 - 2:00 pm MT - Virtual Opening Via Zoom

Join Zoom Meeting:

<https://arvadaco-gov.zoom.us/j/82107694295?pwd=8nvVuYqwhLnzcJrGZHQYRa2K08iw1R.1>

Meeting ID: 821 0769 4295

Passcode: 597322

Bid Delivery address: **Electronic Submissions must be submitted online at BidNetDirect.com**
Questions and submission documents must be uploaded to Bidnetdirect.com unless otherwise directed.
Please submit as one (1) PDF file. File name must start with Firm name, then Bid number.

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

Documents included in this Request:

Cover Page	page 1
Advertisement for Bidders	page 2
General Terms and Conditions	page 3
Special Terms and Conditions for Bidders	page 6
Insurance Requirements	page 8
Project Special Provisions	page 9
Submittal Forms to be completed and returned	
• Bid	page 23
• Bid Proposal	page 24
• Bid Schedule	page 25
• Required Contractor Submittal Form	page 28
• Performance Measures Form	page 29

ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No. 25-ST-10

Project Title: CSB 24-ST-095 ADA Curb Ramp & Concrete Replacement

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

No cost bid documents may be obtained at www.bidnetdirect.com on or after 12/26/2024.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

REMOVE AND REPLACE 5'-3" WIDTH CURB, GUTTER AND SIDEWALK	4787	LF
REMOVE AND REPLACE 6'-6" WIDTH CURB, GUTTER AND SIDEWALK	1600	LF
REMOVE AND REPLACE 4"-6" THICKNESS CONCRETE SIDEWALK WITH 6" THICKNESS	1865	SY
REMOVE AND REPLACE 8" THICK CONCRETE FLATWORK	692	SY
REMOVE AND REPLACE 18" WIDTH VERTICAL CURB AND GUTTER	163	SY
REMOVE AND REPLACE 30" WIDTH VERTICAL CURB AND GUTTER	7225	LF
REMOVE AND REPLACE CONCRETE CROSSPAN	311	LF
CDOT ADA CURB RAMP TYPE 2 - TWO RAMPS	140	EA
CDOT ADA CURB RAMP TYPE 2 - ONE RAMP	5	EA
CDOT ADA CURB RAMP TYPE 2 - DIRECTIONAL	92	EA
CDOT ADA CURB RAMP TYPE 1	75	EA

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

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada Engineering Code of Standards and Specifications which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of \$50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at <https://www.arvadaco.gov/167/Engineering-Code>. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 12/27/2024

CITY OF ARVADA



Claudia Vaughan
City Engineer
8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.

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

(or)

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

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

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

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

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be

unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

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

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

11. SUBCONTRACTING. Contractor shall not award work to subcontractor(s) in excess of fifty percent of the total contract price without Arvada's prior written approval. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

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

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

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

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

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

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

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

21. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

22. RETAINAGE REQUIREMENTS. Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (see e.g., C.R.S. §§24-91-101 *et seq.*). Payment from Arvada will traditionally be paid NET (15) days but no later than NET thirty (30) days. Invoices will accurately reflect actual work completed by Contractor.

23. ACCESSIBILITY COMPLIANCE.

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

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids submitted electronically on the BidnetDirect.com website only become available to the City of Arvada after the bid closes. Bidder shall assume full responsibility for timely upload of bid to the BidnetDirect website. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified bid.

2. QUANTITY AND NATURE OF THE WORK. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addendum. After Bids have been submitted the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

3. CONTENTS OF BID. Contractors are required to submit Bids with the following conditions:

- 1) Contractors shall make all investigations necessary to inform themselves of the sites affected and the work required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Bids. A copy of such addenda will be publicly posted with the original CSB posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. BID SECURITY. Each Bid must be accompanied by a PHOTO of the Bid Bond, on the form attached to these contract documents, payable to the City for five (5) percent of the total amount of the Bid. As soon as the bid Prices have been compared, the City will issue intent to award on the Bidnetdirect.com web site. The vendor who is named as the intent to award Contractor must submit the physical Bid Bond within 10 days or the intent to award may be revoked. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

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

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

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

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

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

10. TERM OF CONTRACT. This contract shall commence on the date of the purchase order or contract execution and shall remain in effect until the end of the 2025 fiscal year, at which time the City shall have the option to renew the contract for 2 additional one-year periods. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

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

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

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

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

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

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

15. REJECTION OF OFFERS BY CITY.

A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:

- 1) The Contractor misstates or conceals any material fact in its Bid;
- 2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
- 3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
- 4) The Bid does not include documents which are required for submission with the Bid; or
- 5) The Bid has not been executed by the Contractor through an authorized signature.

B. The City may, at its sole and absolute discretion:

- 1) Reject all or parts of Bids submitted by prospective Contractors;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the Solicitation;
- 4) A Bid may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal government for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

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

17. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

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

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

Contractors are encouraged to consider the following method of payment.

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

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

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

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

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

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

22. PREPARATION AND SUBMISSION.

Bids will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) The only authorized version of this Bid is posted on WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda, and communications.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$2,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$ _____, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

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

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

End of this Section

SPECIAL PROVISIONS

City of Arvada CSB # 24-STIS-095, Project Title: ADA Curb Ramp & Concrete Replacement Project

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the City of Arvada Engineering Code of Standards and Specifications (latest edition).

All material, equipment, installation, or construction shall be in accordance with the latest editions of the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction and the City of Arvada Design and Construction Standard and Regulations. In case of discrepancies, the more restrictive shall apply unless otherwise approved by the City. The City of Arvada Engineering Code of Standards and Specifications can be viewed and/or printed from the City's web site at: <https://arvada.org/cityhall/city-code/engineering-code-of-standards-and-specifications>.

The Contractor shall have one (1) copy of the PROJECT PLANS AND SPECIFICATIONS approved by the City of Arvada, one copy of the appropriate STANDARDS AND SPECIFICATIONS, and one (1) copy of all necessary permits at the job site at all times. All materials and workmanship shall be subject to inspection by the City of Arvada. The City reserves the right to accept or reject any such workmanship that does not conform to the above Standards and Specifications.

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

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

GENERAL CONSIDERATIONS

- SC-1** **CONTRACT TIME AND LIQUIDATED DAMAGES:** All work on this project, as specified on the attached map, including cleanup, will be completed within 100 working days unless the contract time is adjusted by Change Order. A Notice to Proceed will be issued following a fully executed contract. The bidder shall agree to pay the City an amount in accordance with Section 108.09 of the Colorado Department of Transportation Standards and Specification for each consecutive calendar day that the work exceeds the allotted contract time.
- SC-2** **MEASUREMENT AND PAYMENT:** Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the Contract Documents or as hereinafter stated in the Special Conditions.
- SC-3** **NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT:** Where materials installed or the finished product fails to meet the minimum requirements of these Contract Documents, the basis of determining final payment to the Contractor shall be determined in accordance with the current revised Section 105.03 of the Colorado Department of Transportation Standard Specifications.
- SC-4** **OSHA REQUIREMENTS:** Observing and following the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.
- SC-5** **CITY HOLIDAYS, OVERTIME AND WORK HOURS:** The contractor, when performing work on City holidays, Saturday, Sunday, or in excess of ten (10) hours on a weekday, in accordance with the Overtime Permit Agreement, and the Fee Schedule for Rights of Way Work Permits and Services pursuant to Chapter 78, Public Improvements, of the Arvada City Code Effective January 1, 2023, Contractor agrees to reimburse the Owner for the inspector's time at the following rate:

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

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

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

No work is allowed on Sundays unless specifically pre-authorized in writing by the City Manager after a written request is received by the Contractor.

SC-6 **MINOR CONTRACT REVISIONS:** Miscellaneous modifications in the work, ordered by the Project Manager in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with Section 1100 of the City Standards and Specifications.

An authorized representative of the contractor shall acknowledge receipt of written field orders by promptly signing all written field orders delivered to the job site. If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the dollar amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 15 calendar days after receipt of the field order. The contractor shall not execute any such field order changes ordered by the Project Manager pending the receipt of a written Change Order executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and subject to removal should a Change Order not be approved and executed by the City Manager or Mayor for such work.

SC-7 **ADDITIONAL WORK:** While Arvada has listed its major requirements for its solicitation, Arvada may, during the term of the Agreement, wish to purchase other related services identified and offered by Contractor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top-rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

SC-8 **SCOPE OF WORK:** The Contractor shall be responsible for furnishing all materials, labor, tools, equipment, and services necessary to complete concrete replacement on streets, driveways, etc. at various locations throughout the City limits as designated by the City. For each requested mobilization the contractor will be provided with a list of various locations requiring concrete replacement throughout the City. Quantities will be paid at the unit prices and will be based on the actual measured quantity of concrete installed at each location in accordance with the bid schedule.

SC-9 **RESPONSE TIME:** All concrete replacement work for locations not shown on the map shall be started within fourteen (14) calendar days of each individual mobilization list being presented to the contractor via written and/or verbal communication from the City, weather permitting. Contractor shall continue completing locations on each individual list on consecutive working days until all locations on the list are complete. All concreting shall be completed when the air and surface temperature are above 40 degrees Fahrenheit unless otherwise approved by the Project Manager. Should inclement weather cause delays, the contractor shall complete work on consecutive days of acceptable temperatures being recorded in the work area (above 40 degrees F) immediately following the period of adverse weather conditions.

SC-10 **OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED):** The prices quoted in the Bid Schedule shall prevail through 2025. The City shall have the option to renew the contract for an additional two (2) one-year periods; provided, however, that the contractor provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the contractor and will be exercised only when such continuation is clearly in the best interest of the City.

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

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

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

SC-11 **SERVICE INTERRUPTION:** The contractor shall notify all parties that will be affected, at least forty-eight (48) hours prior to the time they will disconnect, or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All services interrupted or damaged shall be immediately repaired and service restored. No services shall be left inoperative overnight.

SC-12 **REPLACEMENT SCHEDULE AND QUANTITY ADJUSTMENT:**

The project map only indicates known locations as of the time of bidding. Quantities found on the bid tab are for bidding purposes only and do not represent an actual project. Sections of concrete to be replaced or installed will be marked with paint or staked by the Project Manager or City Representative prior to replacement. Compensation will be based on the actual units of work performed as directed by the Engineer or City Representative. The City reserves the right to add or delete quantities or items of work contained in the Bid Schedule and their corresponding locations without change in the unit prices bid.

The Project Manager reserves the right to coordinate performance of any part of the work under this contract as circumstances warrant relative to weather, other City projects, etc. which includes assigning municipal inspectors to perform inspections in different areas than shown on the map as necessary.

The contractor, at their discretion, may work on streets adjacent to, or within proximity to, an area they are currently working in, but in no case will contractor be allowed to leave one area to start in another area until all work, including suitable backfill behind forms and cleanup in the previous area has been completed to the satisfaction of the Project Manager. Areas are as shown on the attached map. The Project Manager reserves the right to coordinate performance of any part of the work under this contract as circumstances warrant relative to weather, other City projects, etc.

SC-13 **TRAFFIC CONTROL:** The Contractor shall furnish all the barricading, coning, flagmen, incidentals, and other necessities to properly control traffic in accordance with the Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements* ("City Engineering Code") and the latest edition of the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement ("MUTCD"). Contractor shall ensure that any right of way traffic control methods meet the requirements established by the Colorado Department of Transportation. Hand painted signs are not permitted.

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

The contractor shall furnish the City's Traffic Division with two copies of a traffic control plan for review and approval for all work sites and shall not proceed with any work until approval of the site specific traffic control plan has been received. The plan must be submitted at least five business days in advance of the work at that location. If during construction the Traffic Division determines that the traffic control plan needs to be adjusted to better meet actual field conditions, the contractor shall immediately make said adjustments at no additional cost to the City. The contractor is responsible for determining the probable requirements with the City's Traffic Division prior to the bid opening. The contractor is directed to Section 700 of the Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements* for more specific information on traffic control. The contractor shall notify the Traffic Division (720-898-7740) a minimum of one business day in advance of all closures, including temporary lane closures on public roads, private accesses, and business accesses.

Barricading, traffic control devices, and protective materials shall remain in place until the new concrete reaches 80% of its designed compressive strength and adjacent pavement has been restored before the area is opened to traffic.

Cross-span replacement shall be phased to ensure local traffic and emergency vehicle access at all times. Access width at cross-pans shall be a minimum of 16 feet. The contractor must leave enough roadway width for one-way traffic. "One Lane Road Ahead" signs must be used on all streets where cross-pans have been partially removed. One Lit device must be placed every 10 feet around the cross-span replacement area.

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

Payment for the contract amount bid for traffic control will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. Payment shall be full compensation for all materials, equipment, labor, etc., to install and adequately maintain traffic control during the performance of work.

Lane Closure Restrictions

Lane closures in the various street classifications are as follows, with time referenced in Mountain Standard Time:

Arterial Street:	Lane closures 8:30 am to 3:30 pm Construction activities 8:30am to 3:30 pm Must always maintain one lane in each direction
Collector Street:	Lane closures 8:30 am to 3:30 pm Construction activities 7:00am to 7:00 pm Must always maintain one lane with adequate flagging
Local Street:	Lane closures 7:00 am to 7:00 pm Construction activities 7:00am to 7:00 pm May be closed to through traffic unless otherwise noted during working hours

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

If the contractor violates the above working time limitations, the Engineer may give written notice to stop work on the project at the beginning of the next workday and work cannot resume until the contractor provides a written explanation for the violation and

assurance to the Engineer that there will not be a reoccurrence of the violation. If subsequent working time violations do occur, the Engineer will notify the contractor in writing that there will be a price reduction for each incident of violation in accordance with the schedule described further below. The price reduction will not be imposed when changed contract conditions are encountered during the normal working time or the violation was a result of circumstances beyond the control of the contractor or subcontractor. Delays in material delivery are not considered circumstances beyond the control of the contractor. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract specifications.

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

PRICE REDUCTION SCHEDULE

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

Section 700 of the City of Arvada Standard Specifications for the Design and Construction of Public Improvements shall be revised herein as follows:

Residential and/or other low-volume areas (or as determined by the Project Manager): traffic control to complete the work in these areas will not be paid for separately but shall be included in the cost of all items listed in the contract. Traffic control will include all necessary traffic control devices, flagging, traffic control supervisor, etc.

Arterial or collector streets and/or other high-volume areas or intersections (or as determined by the Project Manager): traffic control to complete the work in these areas will be paid for under the applicable bid item for Traffic Control.

Traffic Control – Single Lane Closure with One Arrow Board shall include all necessary traffic control devices including arrow board, signage, barricading, flagging, TCS, etc. to complete the work. This work would typically involve a single, right-lane closure.

Traffic Control – Two Lane Closure with Two Arrow Boards shall include all necessary traffic control devices including arrow boards, signage, barricading, flagging, TCS, etc. to complete the work. This work would typically involve a single, right-lane closure at an intersection corner (closures in 2 different directions of traffic adjacent to the work zone) or a multiple closure in the same direction.

The Traffic Control Supervisor shall be paid by the day(s) in which the Contractor has been directed by the Project Manager to have a TCS on site. This does not include time when the TCS is included in the pay item, i.e. Single lane or Double lane Closure. Preparation of T.C.P. shall not be paid for separately but shall be included in the price of the work.

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

SC-14 **CITIZEN NOTIFICATION:** Residents and businesses affected by, and in the immediate vicinity of, the work shall be notified by the Contractor a minimum of 48 hours in advance of the work to be performed by distribution of City furnished "door hangers". Work shall not proceed prior to notification. In isolated cases, the City will assist the contractor in clearing parked vehicles in the work area when the vehicle owner fails to respond to the proper notification and signage. No separate payment will be made for notification, and it shall be considered a subsidiary obligation of the contract.

SC-15 **DESIGNATED PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES SUBJECT MATTER EXPERT:** The contractor must designate a responsible person qualified in public right-of-way accessibility guidelines (PROWAG) to assess proposed layouts at each site before work begins. Any time the contractor is performing work that concerns pedestrian facilities, the contractor's responsible person shall be on site.

It shall be the responsibility of the contractor to layout and field-fit all proposed work at each intersection. This shall include all elements necessary to achieve the construction of the pedestrian facility that meets PROWAG and CDOT curb ramp requirements. The cost of the layout to field-fit work will not be paid for separately and shall be included in the cost of the work.

The following criteria shall be used in the layout of all proposed ramp work. The contractor shall construct all ramps in accordance with the following preferred criteria, unless approved by the Engineer:

- Ramp Width: 5 feet minimum (4 feet when allowed by Project Engineer)
- Running slope: 7.8% is a preferred design standard. 8.3% the maximum slope allowed for completed ramp
- Cross slope: 1.5% preferred design standard. 2.0% maximum slope allowed for completed ramp
- Blending Transition Ramp Slope: 4.5% preferred design standard. 5.0% maximum slope allowed for completed ramp
- Flare Slopes will be dependent upon curb ramp design.
- All ADA Ramp curb heads must comply to CDOT M Standards and be behind and off the walkable surface.
- All curb ramp joints and grade breaks shall be flush (0" +/- 1/8")

For each curb ramp installation, additional removal and replacement of the existing sidewalks may be required to facilitate proper transitions to ramp, when "chasing grade", ramp and sidewalk transition length will comply to the maximum extent feasible (MEF) as determined by the City MEF guidelines.

Architectural elements such as brick pavers, concrete stamping, and multiple colored concrete placements shall be kept outside the curb ramps and curb ramp landings. Any architectural elements that do not maintain a consistent flat smooth surface shall not be used within the pedestrian access route (PAR).

Contractor shall provide slip resistant texture on curb ramps by coarse brooming transverse to the slope of the ramp. Contractor shall extend the texture for the full width and length of the curb ramp including side flares.

Contractor shall also ensure the following:

- The transition from the existing curb and gutter section to the new curb and gutter section shall occur between 5 feet and 10 feet of the zero-height curb unless approved by the engineer. The contractor shall verify that transitions from new to existing curb and gutter sections provide for positive drainage patterns.
- Curb ramps are positioned as directional as possible to align with opposing curb ramps within any existing crosswalk.
- Grade breaks at the top and bottom of curb ramp runs are perpendicular to the direction of the ramp.

Contractor shall also be responsible for:

- Contacting and coordinating with the appropriate utility representatives and shall likewise be responsible for determining the type and location of underground utilities as may be necessary to avoid damage. The contractor shall refer to the utility specification for additional requirements.
- Providing a separate usable footpath when pedestrian movement through or around a work site is necessary. If the previous pedestrian facility was accessible (ADA/PROWAG compliant) to pedestrians with disabilities, the footpath provided during temporary traffic control shall also be accessible.
- Ensuring that any temporary traffic barriers used to shield pedestrians accommodates site conditions, provides an accessible passage for individuals with disabilities, and is detectable by individuals with disabilities.
- Moving and placing all traffic signs affected by construction. This work will not be measured and shall be considered incidental, and no extra compensation paid.

SC-16 REMOVE AND REPLACE 5'- 3" WIDTH AND 6'- 6" WIDTH COMBINATION CURB, GUTTER AND SIDEWALK, AND/OR 30" and 36" WIDTH VERTICAL CURB AND GUTTER:

This work will consist of removing and replacing said items at locations directed by the Engineer. Removal and replacement will include:

- Full depth sawing of existing asphaltic concrete surfaces 18 inches from and parallel to existing concrete lip lines
- Full depth sawing the concrete to be removed at right angles to the flow line
- Removal and disposal of asphalt and concrete
- Subgrade preparation
 - 3" stabilization material will be used to meet City subgrade and compaction requirements.
 - At the Engineer's direction, unsuitable subgrade conditions shall be corrected by the use of additional stabilization material.
 - If additional stabilization is required, payment will account for the additional stabilization material used.
- Replacement of concrete
 - 6" depth (8" in ADA ramp transitions and in gutters adjacent to crossspans) concrete with standard geometrics.
 - If dimensional lumber is used for forms (1x6, 2x6, etc.), additional excavation depth below forms will be required in order to obtain the required 6" or 8" replacement concrete thickness.
 - Replacement concrete finish is to be "light broom". Dry saw cutting will not be allowed.

- Replacement of asphalt
 - Asphalt Replacement will be completed according to roadway classification by tacking and placing a 6" minimum depth of hot bituminous pavement, 9" minimum for arterial roadways (7" Grading S and 2" SX in compacted depths), 7" minimum for collector roadways (5" Grading S and 2" SX in compacted depths), 6" minimum for local roadways (4" Grading S and 2" SX in compacted depths) in accordance with the City's Standard Specifications.
 - All asphalt patch back shall be completed within three calendar days of when concrete reaches 80% of its designed compressive strength.
- Restoration of all damaged areas behind the new sidewalk to pre-construction conditions.

Payment for Remove and Replace 5'-3" width or 6'-6" width Combination Curb, Gutter and Sidewalk, and 18" or 30" Vertical Curb and Gutter including transitions from ADA ramps (refer to drawings in Section 800 of the current City of Arvada Engineering Code of Standards and Specifications) shall be by the linear foot removed and replaced and shall be fully compensated for furnishing all labor, equipment, materials, and incidentals required to remove and replace combination curb, gutter and sidewalk or vertical curb and gutter, including but not limited to such items as full depth saw cutting, asphalt and concrete removal and disposal, subgrade preparation, stabilization material, compaction, fiber mesh reinforcement, transitions to ADA ramps, extra gutter thickness adjacent to crossspans, roadway classification based minimum thickness asphalt patching where required, and restoring all damaged areas behind back of sidewalk.

No additional payment for 8" thick gutters adjacent to crossspans shall be made. The thickness shall be measured and paid as typical 5'-3" width or 6'-6" width combination curb, gutter and sidewalk removal and replacement or 18" and 30" width vertical curb and gutter removal and replacement depending on what is installed. Refer to drawings in Section 800 of the current City of Arvada Engineering Code of Standards and Specifications.

SC-17 REMOVE AND REPLACE CONCRETE CROSSPAN:

This work will consist of removing and replacing existing concrete crossspans at locations directed by the Engineer. Removal and Replacement will include:

- Asphaltic concrete shall be full depth saw cut at 18 inches from, and parallel to, existing crosspan edges and radii lip lines unless otherwise directed.
- Concrete shall be full depth saw cut at right angles to the flow line at locations directed by the Engineer prior to removal. Dry saw cutting will not be allowed.
- Subgrade preparation
 - 3" stabilization material will be used to meet City subgrade and compaction requirements.
 - At the Engineer's direction, unsuitable subgrade conditions shall be corrected using additional stabilization material.
 - If additional stabilization is required, payment will account for the additional stabilization material used.
- Existing crossspans shall be replaced with 8" depth concrete sections.
 - If dimensional lumber is used for forms (1x8, 2x8, etc.) additional excavation depth forms will be required to obtain the required 8" replacement concrete thickness.
 - Replacement concrete finish is to be "light broom".
- Asphalt shall be replaced by tacking and placing a 6" minimum depth of hot bituminous pavement (4" Grading S and 2" SX or two 3" lifts of Grading S at the discretion of the Engineer) in compacted depths in accordance with the City's Standard Specifications.

Payment for Removing and Replacing Crosspan shall be by the square yard removed and replaced and shall include field measured areas of all crosspan surfaces up to the projection of gutter lip line through radii and shall constitute full compensation for removing and replacing the existing crosspan with new 8" thick sections, including full depth sawing of existing concrete, excavation and disposal of existing concrete, subgrade compaction, grading, stabilization material, fiber mesh reinforcement, epoxy coated standard No. 4 bar reinforcement at all cold joints, roadway classification based minimum thickness asphalt patching where required, restoring all damaged areas beyond the limits of the crosspan to pre-construction conditions, etc. Welded wire fabric is not allowed.

No additional payment for 8" thick gutters adjacent to a crosspans shall be made. The thickness shall be measured and paid as typical 5'-3" or 6'-6" width combination curb, gutter and sidewalk removal and replacement or 18" and 30" width vertical curb and gutter removal and replacement based on what is installed adjacent to the crosspan. Fillet areas adjacent to the crosspan shall be paid as 8" concrete flatwork.

SC-18 DRIVEWAY CURB CUTS: No new driveway curb cuts shall be installed.

SC-19 REMOVE AND REPLACE 4"- 6" THICKNESS CONCRETE SIDEWALK WITH 6" THICKNESS: This work shall consist of removing and disposing of existing 4"- 6" thick detached concrete sidewalk sections and replacing the removed sections with 6" thick sections at locations directed by the Engineer. Removal and Replacement will include:

- Concrete shall be full depth saw cut at right angles to the flow line at locations directed by the Engineer prior to removal. Dry saw cutting will not be allowed.
- Restoration of all surfaces adjacent to the sidewalk to pre-construction conditions (or better) shall be included in the contractor's unit price.

- Subgrade preparation
 - 3" stabilization material will be used to meet City subgrade and compaction requirements.
 - At the Engineer's direction, unsuitable subgrade conditions shall be corrected by the use of additional stabilization material.
 - If additional stabilization is required, payment will account for the additional material used.
- Replacement concrete finish is to be "light broom".

Payment for "Remove and Replace 4"- 6" thickness Concrete Sidewalk with 6" thickness" shall be by the square yard and shall include field measured areas of all detached sidewalk surfaces and shall constitute full compensation for removing and replacing the existing 4"-6" thickness sidewalk with new 6"thick sections, including full depth sawing, excavation and disposal of existing concrete, subgrade compaction, grading, stabilization material, fiber mesh reinforcement, restoring all damaged areas behind the sidewalk to pre-construction conditions, etc.

SC-20 REMOVE CURB JUMP: This work shall consist of removing and disposing of existing concrete curb jumps at locations directed by the Engineer. Curb jumps are typically defined as homeowner poured concrete strips in curb flow lines where a private driveway meets the flow line of an existing combination curb, gutter, and sidewalk section. Curb jumps generally run along the frontage length of the driveway. There may be small pipes installed as a part of the curb jump to provide for flow line drainage. Curb jumps shall be removed by use of suitable equipment, i.e., jack hammer or other equipment, which will accomplish adequate removal. Every effort shall be made to prevent damage to the gutter pan and gutter face under the curb jump.

Payment for each "Remove Curb Jump" shall be full payment for furnishing all labor, equipment, materials and incidentals necessary to remove curb jumps, including concrete removal and disposal, pipe removal and disposal, sweeping, and restoring all areas where curb ramps were removed in the existing gutter pan to substantially pre-construction conditions.

No additional payment will be made for removing curb jumps that may be attached to curb or gutters that have been identified for removal and replacement.

SC-21 STABILIZATION MATERIAL: Where additional subgrade stabilization material is required, and as directed by the Engineer, 3" lifts of crushed washed 1-1/2" rock with a maximum 10% passing the No. 4 sieve shall be furnished, placed, and compacted into the native soil using a jumping jack or similar means to help stabilize the subgrade in areas as directed by the Engineer. CDOT class 6 road base course shall then be placed and compacted using a jumping jack or similar means in the remaining over excavated area above the crushed rock to achieve the proper depth for the replacement concrete. A maximum of 1 foot of existing subgrade material below the existing concrete shall be removed and disposed of.

Payment applies to additional tons of stabilization material (either crushed 1-1/2" rock or CDOT class 6 road base course) from weight when, at the Engineer's direction, unsuitable subgrade conditions shall be corrected using additional stabilization material. Tickets will constitute full compensation for furnishing all labor, equipment, materials and incidentals required for subgrade stabilization (either rock or base course), including over excavation and material disposal.

SC-22 CONCRETE: All concrete shall be Colorado Department of Transportation Class "D" as specified in Table 601-1 in *CDOT's Standard Specifications for Road and Bridge Construction*, fiber reinforced, and of such mix design to attain a minimum 4,500 psi, 28-day compressive strength. Entrained air content shall be 5-8%, with a water/cementitious material ratio of 0.45. Mix design from the material supplier shall be submitted to the Engineer for approval at least forty-eight (48) hours prior to incorporation into the work. Fiber reinforcement shall be added at the batch plant at the rate of 1.5 lbs/cy. Concrete shall be continuously agitated from the time water is added and then mixed for 2 1/2 minutes just prior to discharge. **Water shall not be added to any concrete truck after any portion of the load has been discharged.** The mix shall be discharged in place within 90 minutes after batching when delivered in truck mixers or agitating trucks and within 60 minutes after cement is batched when delivered in non-agitating trucks, unless longer time is specifically authorized. The 90-minute time limit for mixer or agitating trucks may be increased to 120 minutes if no water is added after 90 minutes and the concrete temperature prior to placement is less than 90 degrees F.

New concrete surfaces shall be protected during initial set from weather, vandalism, pedestrians, bicycle traffic and other similar events; and shall be kept closed from vehicular traffic for a minimum period of seven (7) calendar days or until such time concrete has reached 80% of its maximum design strength. The City will furnish subgrade compaction and concrete strength testing. Concrete cylinders will be prepared for every 50 CY of concrete placed. Compressive strength testing will be conducted at 3-day, 7 day and 28-day cure times. Air and slump tests will also be conducted with each cylinder series.

SC-23 DRAWINGS: The Contractor, in addition to all the drawings and specifications in the City of Arvada's *Engineering Code and Specifications for the Design and Construction of Public Improvements*, shall pay particular attention to the following drawings in Section 800 of the current City of Arvada Engineering Code of Standards and Specifications. that pertain to this work:

- Concrete Replacement Section and Detail Crosspan
- Vertical Curb, Gutter and Sidewalk Sections
- Mountable and Vertical Curb and Gutter Sections
- Concrete Replacement Details
- Combination Curb Gutter and Sidewalk
- Sidewalk Chase

All other drawings in the City of Arvada *Engineering Code and Specifications for the Design and Construction of Public Improvements*

remain in effect for all work on this project, with the exception of curb ramps. Curb ramps shall comply with the Colorado Department of Transportation (CDOT) M Standard Drawings for Curb Ramps (M-608-1).

SC-24 ADA/HANDICAP RAMPS: Handicap ramps are to be constructed in accordance with Federal regulations at all radius replacements and at other locations as directed by the Engineer. Ramps must provide the handicapped with direction by use of detectable warnings with a truncated dome surface using the products specified below (or Engineer approved equal). Generally, ramps are to provide elevation change at 12:1 maximum grade in direction parallel with the centerline of walk and to provide a minimum width of 48" with a 2 percent maximum cross slope. Landings are to be a 6-foot minimum length in a direction parallel to the centerline of walk with a grade not to exceed 2 percent in any direction where feasible. Ramps are to be constructed so that outer edges of the cross walks are aligned with landings. A curb head is to be provided through ramp bottoms and approach transitions but not extend past the top of the transitions. The truncated domes used shall provide a color contrast, red, and be installed into the new concrete per the manufacturer's recommendations. Site conditions may dictate that standard handicap ramps cannot be easily constructed in conformance to the standard drawings. Thus, the contractor will need to work closely with, and understand direction from, the Engineer on how to accommodate the uniqueness of each site.

Payment for each ADA/Handicap ramp shall be full payment for furnishing, all labor, equipment, materials, and incidentals necessary to install an ADA/Handicap ramp in accordance with the pay limits shown on the attached City of Arvada drawings, including such items as, concrete removal and disposal, full depth sawing concrete and asphalt 18" from and parallel to existing concrete lip lines and as directed, removal and disposal of asphalt, subgrade preparation, compaction, fiber mesh reinforcement, installation of 8" concrete section, curb head, installation of detectable warning materials, 6" minimum thickness asphalt patching, restoring all damaged areas behind the new ramp to at least pre-construction condition, etc. Dry saw cutting will not be allowed.

Acceptable detectable warning materials are as follows:

"Cast in Place" by Armor-Tile, Inc.
"CASTinTact" by N-Direct Distribution, Inc.
Cast Iron DWP with Red Color as manufactured by East Jordan Iron Works
Precast Concrete Detectable Warning Paving Slabs as manufactured by StoneBilt Concepts
"Cast in Place" wet set Detectable warning Panel as manufactured by Armormat Products Company

All detectable warning panels shall be bolted together using manufacturer supplied or recommended nuts and bolts prior to placement in fresh concrete. Alternative truncated dome detectable warning materials will be considered by the Engineer and must be approved by the Engineer prior to being incorporated into any work on this project.

For this project the terms "ADA Curb Ramp" and "handicap ramp" are interchangeable.

SC-25 COMPACTION: Prior to placing concrete, the contractor shall compact all subgrade areas and/or stabilization material in accordance with the City's Standard Specifications. The entire subgrade surface, which would include stabilization material, shall be smooth, tight, compacted, and within +/- 4% of optimum moisture. Moisture control is the responsibility of the contractor. In lieu of an actual density and moisture test, the Engineer may use a "heel" test as a method to verify that sufficient compaction and moisture control has been achieved. The "heel" test occurs by placing the body weight on the heel of a boot on the surface receiving the concrete. If the surface deforms, then the compaction test fails. Compaction shall be by mechanical means such as a plate compactor, jumping jack, or vibratory compactor. The City reserves the right to require the contractor to use additional compacting tools and or methods to achieve the proper compaction and moisture. Loose subgrade or stabilization material three inches or less in depth may be compacted with a plate compactor, assuming that it will pass the "heel" compaction test. On fill depths greater than three inches a plate, a compactor cannot be used except for a final compaction to achieve a smooth surface. The maximum depth of stabilization material lifts is six inches. Unsuitable subgrade conditions shall be corrected at the Engineer's direction. Use and payment of additional stabilization material is outlined in SC-21. Compaction of subgrade shall not constitute as a separate pay item but shall be considered subsidiary to the contract.

SC-26 FLEXIBLE FORMS: Flexible forms will not be allowed unless used in specific areas approved by the Engineer prior to construction specific to that application and site.

SC-27 RESTORATION BEHIND REPLACEMENT AREAS: All damaged surfaces behind replacement work shall be restored to at least pre-construction conditions. Restoration in landscape areas shall include backfill with suitable topsoil free of rocks, clay chunks, and dirt clumps. Restoration must be completed within five working days of when the concrete was poured. Repair of irrigation lines and/or sprinkler heads is required to be completed within three calendar days of the issue being brought to the contractor's attention. Restoration shall be considered a subsidiary obligation of the contract.

If adequate restoration does not occur within the time frames mentioned above, the City reserves the right to issue a Stop Work Order in other areas of the project until the restoration matter is corrected to the satisfaction of the Engineer and the contractor assures the Engineer in writing that there will not be a recurrence of this violation.

SC-28 **PROJECT STATUS MEETINGS/CONSTRUCTION SCHEDULE:** At the request of the Project Manager, formal project status meetings will be held as necessary for scheduling, communication, and problem solving throughout the duration of this project. The contractor shall ensure that their Project Manager or Superintendent is present at these meetings. Bi-weekly, the contractor shall furnish Project Manager with a two week look ahead schedule of work operations throughout the duration of the project.

SC-29 **UTILITY ADJUSTMENTS - MANHOLE, RANGE POINT, VALVE BOX, SIDEWALK CHASE:** Utility adjustments shall consist of minor incidental raising or resetting of existing manholes, valve boxes, range points, sidewalk chase, etc. encountered as part of the concrete replacement in order to match final grade. This work will consist of removing a 3' x 3' or 4' x 4' square of concrete (or asphalt within 18" of concrete lip line as necessary) centered on the utility sides perpendicular and parallel to the street centerline; removing asphalt and/or concrete, removing ring and cover or stem or top section, and resetting City furnished rings and covers or stems and top sections at elevations to receive adjusting rings by others during street resurfacing. Grade shall be maintained by use of a string across the excavation perpendicular and parallel to street centerline. Should an existing manhole ring, cover, valve box or valve box lid or sidewalk chase not be usable, the City will furnish the said materials to the Contractor. Where new sidewalk chase sections are required, the steel chase tube material will be supplied by the City. Contractor shall place chase sections at locations noted on the quantity list and cast them into the new concrete. Manhole adjustments, valve box adjustments, sidewalk chase installations, etc. are designated as "Utility Adjustments" on the Bid Schedule.

Payment for each utility adjustment will constitute full compensation for furnishing all equipment, labor and incidentals required to properly adjust the utilities. Payment for the required removal and replacement of concrete and asphalt shall be at the applicable concrete and asphalt measurement and payment criteria.

SC-30 **INLET GRATE ADJUSTMENT:** Inlet adjustments shall consist of removing and relocating an existing inlet grate to match the flow line of the replacement concrete. The City will furnish new inlet grates where the existing grate is damaged or otherwise not able to be salvaged. The work shall include partial removal of inlet walls as necessary, installation of #4 bar reinforcing steel into existing structure to support new or relocated grate and re-pouring of walls, and resetting of inlet grate at adjusted location.

Payment to be full compensation for all materials and labor required to relocate inlet grate to the appropriate location in the replacement concrete.

SC-31 **CONTRACTOR LICENSING:** The contractor and all subcontractors will be required to obtain and maintain an appropriate Municipal Contractor's license(s) from the Engineering Division prior to beginning any work. All costs associated with obtaining the necessary licenses, such as license fee, license bond, etc. are the responsibility of the contractor. A City of Arvada Municipal General Contractor's license is required. City licensing information can be found at <https://arvada.org/business/business-licensing-resources/engineering>.

The contractor and all subcontractors will also be required to obtain a no-cost Public Improvements Permit from the City of Arvada Engineering Division for all work performed on this project. The contractor shall set inspections for each day worked 24 hours in advance on arvadapermits.org.

Contractor shall also be required to obtain the proper licensing from the Colorado Department of Transportation when working in the Department's Right of Way anywhere in the project.

SC-31 **NONSTANDARD GEOMETRY:** All replacement concrete shall be in accordance with the City's Standard details. If existing sections do not meet current City standards for geometry, then direction will be given to the contractor as to whether the replacement concrete shall meet current City standards for geometry or be replaced to match existing conditions. No additional compensation beyond the standard bid items will be paid to the contractor for installing non-standard geometric concrete as directed by the Engineer to match existing conditions. Compensation will be according to the "closest fit" bid item.

SC-33 **VEGETATION REMOVAL:** Where vegetation removal will be necessary for concrete replacement, the affected homeowner shall be notified by the contractor and given the opportunity to remove the vegetation. Should the homeowner not complete the necessary vegetation removal, the Contractor shall remove the necessary vegetation to complete the work. Branches shall be trimmed in a neat manner using an appropriate pruner or saw. Branches shall not be torn or broken off. This work shall be considered a subsidiary obligation of the contract, and no separate measurement or payment will be made.

SC-34 **STORMWATER CONSTRUCTION PERMIT:** As a subsidiary obligation of the contract, the contractor shall obtain a Stormwater Construction Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, Permit Enforcement Section, prior to clearing, grading, or excavating a site of one (1) acre or more. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also always be available on the project site during construction. Contractor shall also obtain a Colorado State Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where trench dewatering is required and water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of any dewatering. A copy of the approved permit must also always be available on the project site during construction.

In addition, the contractor shall be required to obtain a City of Arvada Site Development Permit from the Arvada Stormwater Utility Division prior to clearing, grading, or excavating a site of 10,000 square feet or more including stockpile areas. For permit requirements go to Arvada.org/services and click on Building/Development. Contractor shall implement best management practices that include inlet protection for all inlets affected by the work as well as stockpile protection in order to control runoff from stockpiles. Contractor shall also be required to perform daily street sweeping to limit tracking from the work site. Uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or stormwater inlets, constitutes a violation of the Arvada City Code and is punishable by up to \$999 per day per incident. No additional payment will be made for obtaining a City of Arvada Site Development Permit and implementing best management practices required to prevent uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or stormwater inlets.

SC-35 EROSION CONTROL: This work shall consist of all materials, installation, maintenance, and removal of erosion control measures using Best Management Practices (BMPs) located within the erosion control limits of each area of construction throughout the duration of the contract. The contractor shall comply with all provisions of the City of Arvada Site Development Permit for this project, which will be considered as a part of the contract documents

SC-36 BEST MANAGEMENT PRACTICES (BMPs) FOR STORMWATER MANAGEMENT:
This section provides the criteria and technical guidance for erosion and sediment control and material management at concrete replacement and asphalt projects. Erosion control measures limit erosion of soil from disturbed areas, including stockpiled material, at the construction site. Sediment control measures prevent the transport of sediment off-site to downstream properties and stormwater conveyances. Materials management is the practice of containing and controlling all materials used to eliminate potential pollutants from leaving the site. Due to the fast-paced nature of concrete and asphalt projects, the site's erosion and sediment controls and material management BMPs must be inspected and maintained by the owner/operator daily.

Measurement: No separate measurement will be made for maintaining BMP's and controlling mud and dust sufficiently to prevent affected property owners and citizens from calling the City and registering a complaint pertaining to mud and dust control.

Payment: Prorated payment of the contract amount bid for stormwater management will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. Payment shall be full compensation for all materials, equipment, labor, etc., required to install and adequately maintain stormwater BMP's during the performance of work.

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

The following initial documentation is required:

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

SDP – Required Documentation:

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

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

A copy of these requirements including BMP specifications and details must remain on site and be referred to by any personnel installing, maintaining, repairing, repositioning or inspecting BMPs.

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

SDP – Enforcement Policy:

If it is determined by the City Inspector that BMPs are not inspected or installed and maintained daily, payment to the contractor for that day, and up to two business days after, will be withheld. If BMPs are not installed or maintained for a period of three consecutive

days, a separate company will be contracted to do the work. The costs incurred will be 100% reimbursed to the City with an inclusion of an additional 50% for administrative fees.

Site Development Permit BMP requirements for Concrete and Asphalt operations:

- All paved surfaces, gutters and sidewalks affected by work must be cleaned at the end of each day.
- All inlets within and downstream of the work areas will be protected.
- Curb check dams will be installed at all locations downstream of work areas where stormwater flows may potentially come in contact with dirt and exit the work area.
- An area must be designated for construction material waste. All waste materials must be placed into waste containers and covered immediately.
- Portable Toilets must be provided on site and an area designated for their placement.
- A portable concrete washout basin must be provided on site. Contractor will not be allowed to use any stabilization material stockpiles as a concrete washout basin.
- Staging areas must be designated and employ appropriate BMPs. Staging areas must be restored to a condition equal or better than existed prior to construction including necessary revegetation.
- Stockpiles must, always have a perimeter BMP installed at the downstream side and all material dragged from a stockpile during operations must be swept back into the pile the end of each day.
- If replacing a storm sewer inlet, pipes within the inlet must be plugged during the inlet construction.
- All erosion and sediment control practices shall be maintained and repaired by the owner/operator during the construction phase as needed to assure continued performance of their intended function. All BMPs must be inspected, maintained and replaced daily if necessary.
- After all work has been completed, including asphalt and re vegetation, clean out and remove all temporary construction BMPs
- At all times during construction, the Contractor shall be responsible for preventing and controlling on-site erosion including keeping the property sufficiently watered to minimize wind-blown dust/sediment. The Contractor shall also be responsible for installing and maintaining all erosion control facilities shown herein.

SC-37 MOBILIZATION:

Payment: Payment for the contract amount bid for mobilization will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. Payment shall be full compensation for all materials, equipment, labor, etc., required.

End of This Section

BID BOND

We, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. _____.

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment Bond upon the forms prescribed by the City for the faithful performance of said Contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this ____ day of _____, 20__, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: _____

Address: _____

By: _____

Title: _____

SURETY

By: _____

Title: _____

Attorney-in-Fact:

(SEAL)

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

BID PROPOSAL

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

FROM: _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. _____ entitled _____ within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos.** Initials: _____

Bidder states that their:

Major Material Suppliers are:

Material They Will Supply

Major Subcontractors are:

Work They Will Perform

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **100 working days** after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about **March 1, 2025**. The bidder shall agree to pay the owner the sum of \$3,300 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ _____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

BID SCHEDULE**CSB 24-ST5-095****2025 ADA Ramps and Concrete Replacement Program**Fill in yellow fields **ONLY**

Contractor Name: _____ 12

ITEM	SPEC*	CONTRACT ITEM	QTY	UNIT	Unit Price	Extension
1	SC-16	REMOVE AND REPLACE 5'-3" WIDTH CURB, GUTTER AND SIDEWALK	4787	LF		\$ -
2	SC-16	REMOVE AND REPLACE 6'-6" WIDTH CURB, GUTTER AND SIDEWALK	1600	LF		\$ -
3	SC-19	REMOVE AND REPLACE 4'-6" THICKNESS CONCRETE SIDEWALK WITH 6" THICKNESS	1865	SY		\$ -
4		REMOVE AND REPLACE 8" THICK CONCRETE FLATWORK	692	SY		\$ -
5	SC-16	REMOVE AND REPLACE 18" WIDTH VERTICAL CURB AND GUTTER	163	LF		\$ -
6	SC-16	REMOVE AND REPLACE 30" WIDTH VERTICAL CURB AND GUTTER	7225	LF		\$ -
7	SC-17	REMOVE AND REPLACE CONCRETE CROSSSPAN	311	SY		\$ -
8	SC-24	CDOT ADA CURB RAMP TYPE 2 - TWO RAMPS	140	EA		\$ -
9	SC-24	CDOT ADA CURB RAMP TYPE 2 - ONE RAMP	5	EA		\$ -
10	SC-24	CDOT ADA CURB RAMP TYPE 2 - DIRECTIONAL	92	EA		\$ -
11	SC-24	CDOT ADA CURB RAMP TYPE 1	75	EA		\$ -
12	SC-20	REMOVE CURB JUMP	8	EA		\$ -
13	SC-21	STABILIZATION MATERIAL	500	TON		\$ -
14	SC-29	UTILITY ADJUSTMENTS	8	EA		\$ -
15	SC-30	INLET GRATE ADJUSTMENT	8	EA		\$ -
16		REMOVAL OF ASPHALT MAT (<8")	50	SY		\$ -
17	800.13	SIDEWALK CHASE	5	EA		\$ -
18	SC-13	TRAFFIC CONTROL	1	LS		\$ -
19	SC-37	MOBILIZATION	1	LS		\$ -
20	SC-36	BEST MANAGEMENT PRACTICES (BMPS) FOR STORMWATER MANAGEMENT	1	LS		\$ -
21	SC-6	MINOR CONTRACT REVISIONS	1	LS	\$ 150,000.00	\$ 150,000.00
TOTAL BID						\$ 150,000.00

*City of Arvada reference number to current Engineering Code of Standards and Specifications and/or project Special Conditions for the basis of Measurement and Payment

REQUIRED VENDOR SUBMITTAL FORMS

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

Typed/Printed Name of Witness Title of Witness Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

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

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit online at BidnetDirect.com
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Proposal – Proposed products & services, implementation timeline and warranties.
- ☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested.
- ☐ Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, Performance Measures, and any other attachments requested.
- ☐ Bid Schedule - and All fee and costs associated with the proposal.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.

- ☐ CONFIDENTIAL information, if any, *MUST* be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____ #3 _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

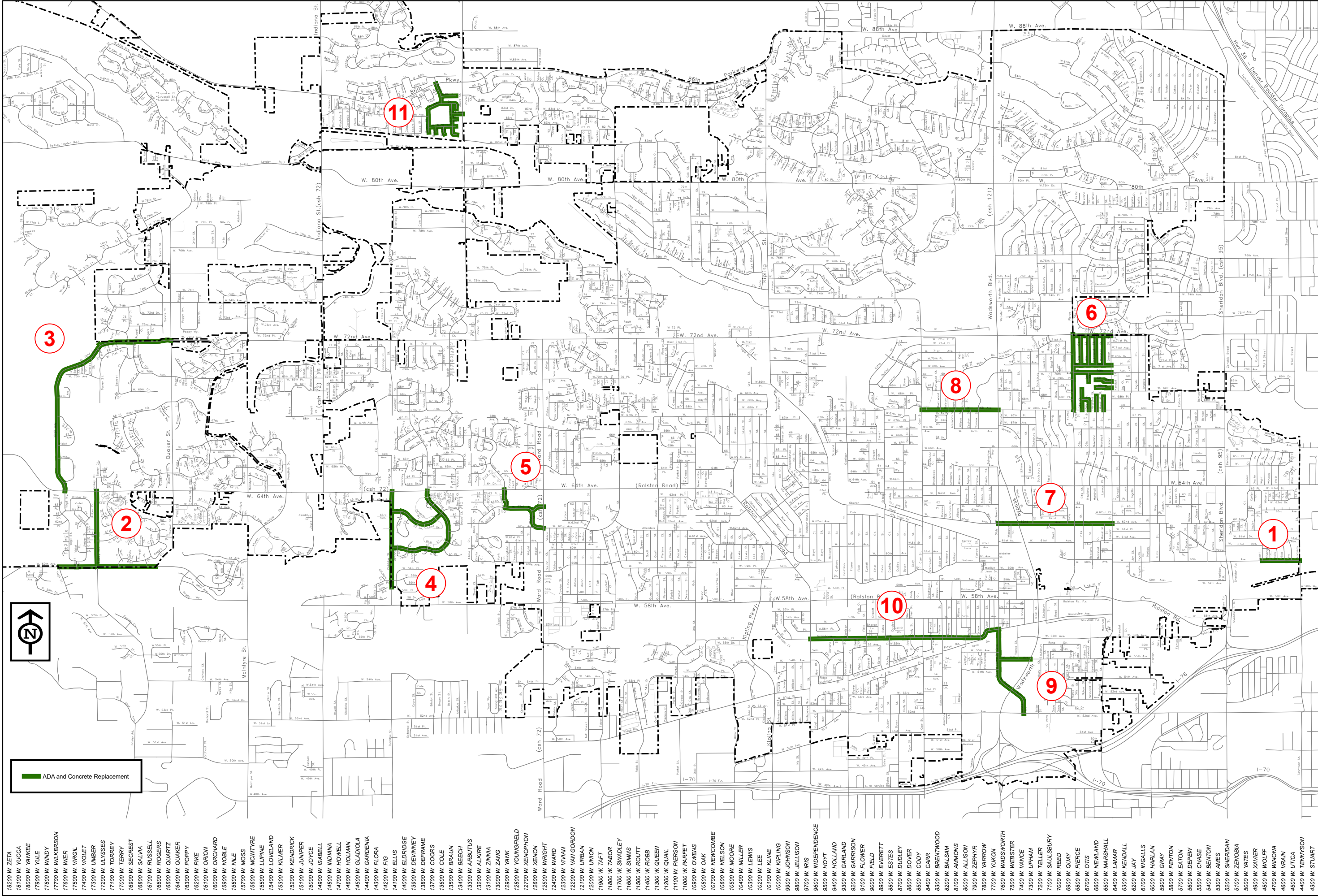
Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____



PROJECT MANAGER C. BIDDLE DRAWN BY C. KELLEY DATE 12/5/2024		CITY OF ARVADA		Public Works Department Engineering Division 8101 Ralston Rd. Arvada, Colorado 80002 Phone 720-898-7640		NO.	REVISION	DATE	BY
						1			
						2			
						3			
						4			

CURB RAMP GENERAL NOTES:

- ①
- IN NEW CONSTRUCTION OR FULL-DEPTH RECONSTRUCTION, PROVIDE A SEPARATE CURB RAMP FOR EACH MARKED OR UNMARKED PEDESTRIAN STREET CROSSING. CURB RAMPS SHALL BE CONTAINED WHOLLY WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING OR CROSSWALK THEY SERVE, OR AS SHOWN ON THE CONTRACT PLANS.
- ②
- ALTERATIONS ARE DEFINED AS CHANGES TO AN EXISTING HIGHWAY THAT AFFECT PEDESTRIAN ACCESS, CIRCULATION, OR USE. ALTERATIONS INCLUDE, BUT ARE NOT LIMITED TO, RESURFACING, REHABILITATION, RECONSTRUCTION, CURB RAMP RETROFITS, HISTORIC RESTORATION, OR CHANGES OR REARRANGEMENT TO STRUCTURAL PARTS OR ELEMENTS OF A PEDESTRIAN FACILITY.
- ③
- A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP OR TURNING SPACE, WITHOUT RAISED OBSTACLES, THAT COULD BE MISTAKENLY TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
- ④
- IN ALTERATIONS, WHERE AN EXISTING PHYSICAL CONSTRAINT PREVENTS PROVIDING A SEPARATE CURB RAMP FOR EACH PEDESTRIAN STREET CROSSING, A SINGLE DIAGONAL RAMP (ON THE APEX) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. THE USE OF A SINGLE DIAGONAL RAMP SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION OR FULL-DEPTH RECONSTRUCTION.
- ⑤
- DETECTABLE WARNINGS SURFACES (DWS) ARE INTENDED TO INDICATE THE BOUNDARY BETWEEN A PEDESTRIAN ROUTE AND VEHICULAR ROUTE WHERE THERE IS A FLUSH RATHER THAN CURBED CONNECTION. DWS ARE NOT INTENDED TO PROVIDE WAYFINDING. DWS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS;

1. CURB RAMPS, BLENDED TRANSITIONS, AND DEPRESSED CORNERS AT PEDESTRIAN STREET CROSSINGS;

2. PEDESTRIAN REFUGE ISLANDS (6 FEET IN WIDTH OR GREATER);

3. BOARDING PLATFORMS AT TRANSIT STOPS WHERE THE EDGE OF THE PLATFORM IS NOT PROTECTED TO PEDESTRIAN CROSS TRAFFIC; AND

4. BOARDING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS WHERE THE AREA IS NOT PROTECTED TO PEDESTRIAN CROSS TRAFFIC.
- ⑥
- DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH THE ADJACENT GUTTER, HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. FEDERAL YELLOW COLOR IS PREFERRED, HOWEVER, OTHER COLORS MAY BE USED IF APPROVED BY THE ENGINEER.
- ⑦
- IN ALTERATIONS, TO AVOID CHASING GRADE INDEFINITELY ON STEEP ROADWAYS, A CURB RAMPS LENGTH IS NOT REQUIRED TO EXCEED 15 FEET REGARDLESS OF THE RESULTING RAMP RUNNING SLOPE.
- ⑧
- ALL SLOPES ARE MEASURED WITH RESPECT TO A LEVEL PLANE.
- ⑨
- DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, OR OTHER OBSTRUCTIONS SHALL NOT BE INSTALLED ON THE CURB RAMP, OR TURNING SPACE AREAS.
- ⑩
- IN NEW CONSTRUCTION, PULL BOXES, METER BOXES, MAINTENANCE HOLE COVERS, VAULT LIDS, OR SIMILAR, SHALL NOT BE CONSTRUCTED WITHIN ANY PART OF CURB RAMP OR TURNING SPACE. IN ALTERATIONS, WHERE THESE ITEMS CANNOT BE RELOCATED OUTSIDE OF THE CURB RAMP OR TURNING SPACE, THEY MUST NOT CREATE A VERTICAL DISCONTINUITY GRATER THAN 1/2 INCH. ANY VERTICAL DISCONTINUITY BETWEEN 1/4 INCH AND 1/2 INCH SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1V:2H. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE SURFACE DISCONTINUITY.
- ⑪
- CONSTRUCTION OF ANY REQUIRED PEDESTRIAN CURB SHALL BE INCLUDED IN THE BID PRICE OF THE CONCRETE CURB RAMP AND WILL NOT BE PAID FOR SEPARATELY.
- ⑫
- ALL CURB RAMP JOINTS AND GRADE BREAKS SHALL BE FLUSH (0'-1/8"). THE JOINT BETWEEN THE ROADWAY SURFACE AND THE GUTTER PAN SHALL BE FLUSH.
- ⑬
- THE CONTRACTOR SHALL VERIFY REMOVAL LIMITS ARE SUFFICIENT TO PROVIDE POSITIVE DRAINAGE, MAINTAIN EXISTING DRAINAGE PATTERNS, AND AVOID PONDING IN THE FINAL CONFIGURATION.
- ⑭
- FLARED SIDE SLOPES MAY EXCEED 10.0% ONLY WHERE THEY ABUT A NON-WALKABLE SURFACE, OR WHERE THE ADJACENT RAMP SURFACE IS BLOCKED TO PEDESTRIAN TRAFFIC.
- ⑮
- THE CHANGE IN GRADE AT THE BOTTOM OF THE CURB RAMP SHALL NOT EXCEED AN ALGEBRAIC DIFFERENCE OF 13.33%. THE COUNTER SLOPE OF THE GUTTER AT THE FOOT OF A RAMP, TURNING SPACE, OR BLENDED TRANSITION SHALL NOT EXCEED 5.0%.
- ⑯
- GRADE BREAKS AT THE TOP AND BOTTOM OF RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF THE RAMP RUN OR TURNING SPACE. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
- ⑰
- A BROOM FINISH, WITH SWEEPS PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAFFIC, SHALL BE APPLIED TO ALL RAMP AND TURNING SPACE SURFACES.
- ⑱
- IN ALTERATIONS, WHERE A RAMP OR TURNING SPACE MUST TIE INTO AN EXISTING GRADE THAT CANNOT BE ALTERED, THE RAMP OR TURNING SPACE MAY BE WARPED TO TRANSITION TO THE REQUIRED CROSS SLOPE. THE TRANSITION TO THE REQUIRED CROSS SLOPE SHALL BE SPREAD EVENLY OVER THE LENGTH OF THE RAMP OR TURNING SPACE TO MINIMIZE THE DEGREE OF WARPING. THE RATE OF CHANGE ON A RAMP OR TURNING SPACE SHALL NOT EXCEED 3% PER LINEAR FOOT.
- ⑲
- DESIGN AND CONSTRUCT CURB RAMPS, TURNING SPACES, AND FLARE SLOPES WITH THE FLATTEST SLOPES POSSIBLE. THE SLOPES INDICATED IN THESE DETAILS SHOW THE MAXIMUM SLOPES ALLOWABLE. PREFERRED VALUES TO BE USED DURING DESIGN, LAYOUT, AND CONSTRUCTION ARE:

- RAMP RUNNING SLOPE 7.5%

- RAMP CROSS SLOPE 1.5%

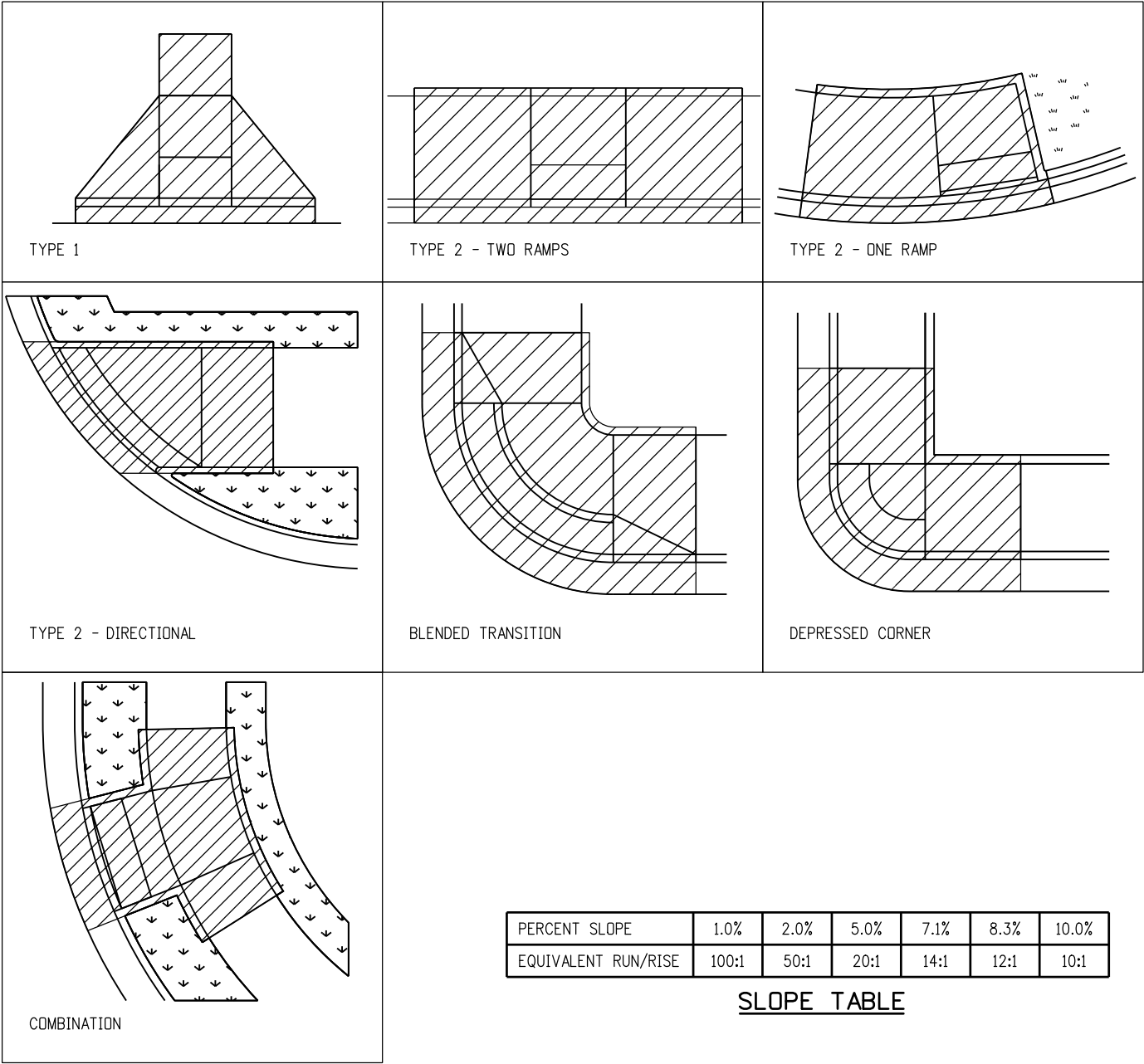
- TURNING SPACE RUNNING SLOPE 1.5%

- TURNING SPACE CROSS SLOPE 1.5%

- FLARE SLOPE 8.0-9.0%

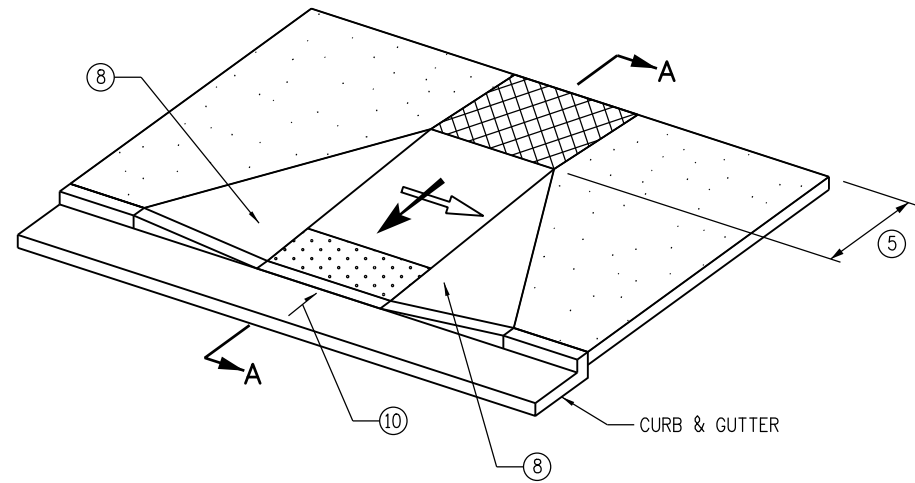
- ⑳
- WHERE SNOW REMOVAL EQUIPMENT WILL BE USED TO CLEAR THE PEDESTRIAN ACCESS ROUTE, CONSULT THE ENGINEER PRIOR TO CONSTRUCTION TO ENSURE THE WIDTH AND THICKNESS OF CURB RAMPS IS SUFFICIENT TO ACCOMODATE SUCH EQUIPMENT.
- ㉑
- PROVIDE EXPANSION JOINT MATERIAL 1/2" THICK WHERE CURB RAMPS ADJOIN ANY RIGID PAVEMENT, OR STRUCTURE. THE TOP OF THE JOINT FILLER MATERIAL SHALL BE FLUSH WITH ADJOINING CONCRETE SURFACES. THE EXPANSION JOINT MATERIAL SHALL EXTEND FOR THE FULL DEPTH OF THE CONCRETE SURFACE.
- ㉒
- PROVIDE TIE BAR REINFORCING BETWEEN INDEPEDENTLY POURED CONCRETE CURB RAMPS OR TURNING SPACES AND CURB AND GUTTER. DRILL AND GROUT NO. 4 12 INCH LONG REINFORCEMENT BARS (EPOXY COATED) AT 18 INCHES CENTER TO CENTER MINIMUM.

CURB RAMP PAY AREAS

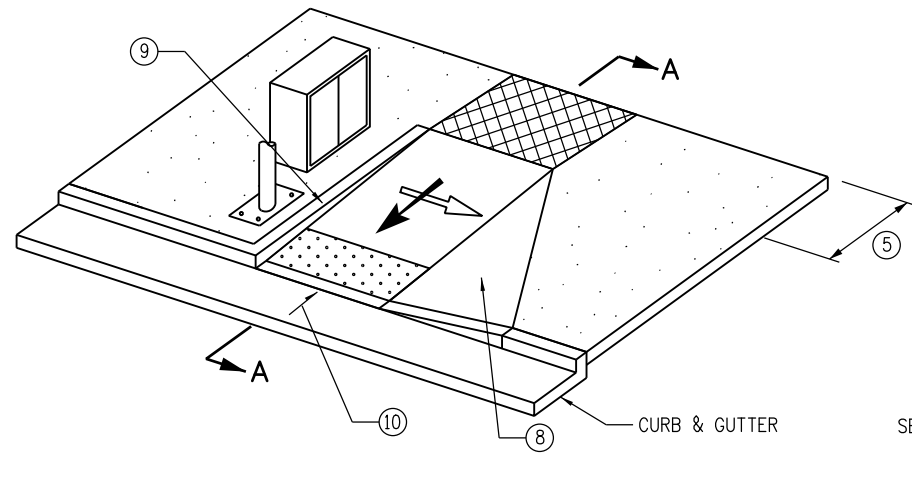


GENERAL NOTES & PAY AREAS

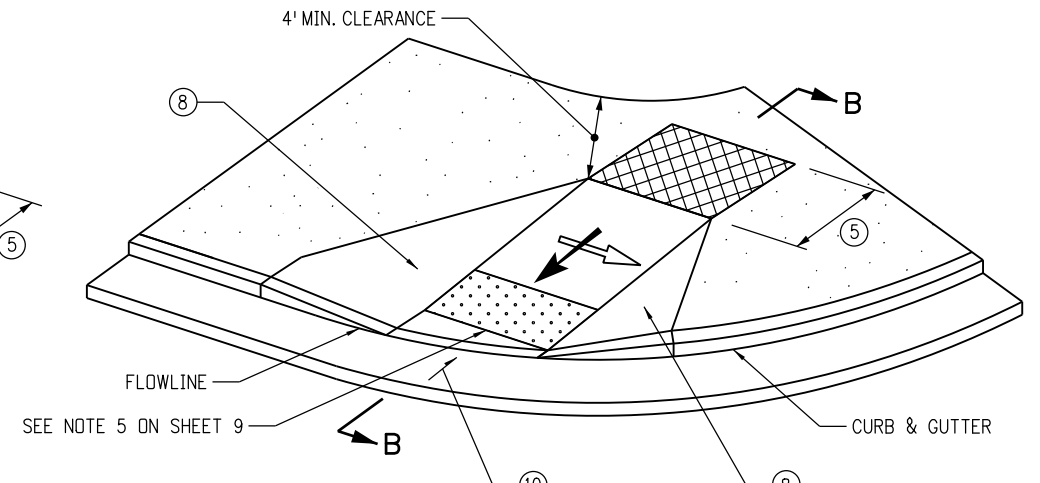
Computer File Information		(R-X) (R-X) (R-X) (R-X)	Sheet Revisions		 Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPS	STANDARD PLAN NO.
Creation Date: 07/31/19	Date:		Comments	M-608-1			
Designer Initials: JBK				Standard Sheet No. 1 of 10			
Last Modification Date: 07/31/19				Issued by the Project Development Branch: July 31, 2019			
Detailer Initials: LTA							
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Project Sheet Number:	



PERPENDICULAR RAMP
(TYPICAL)



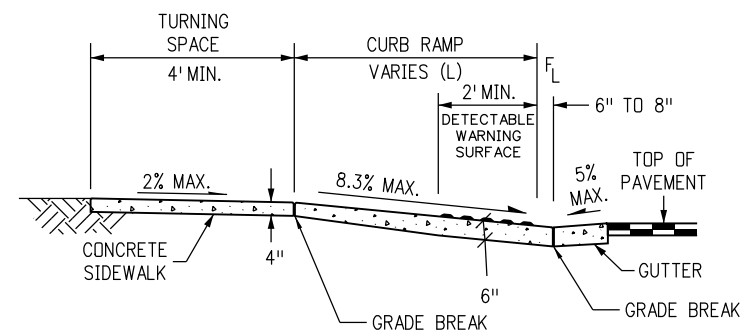
PERPENDICULAR RAMP
(WITH VERTICAL RETURN CURB)



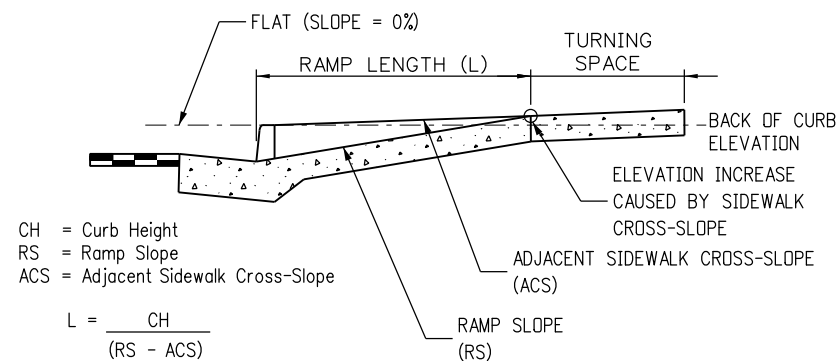
PERPENDICULAR RAMP
(DIRECTIONAL)

PERPENDICULAR RAMP NOTES

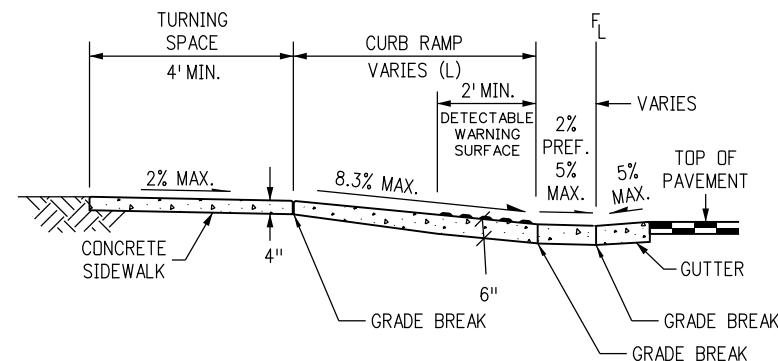
- 1 RAMP WIDTH - PROVIDE 5 FT. OR GREATER WHERE POSSIBLE. IF SITE CONSTRAINTS DO NOT PERMIT, PROVIDE 4 FT. MINIMUM. RAMPS SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
- 2 RAMP RUNNING SLOPE - 8.3% MAX.
- 3 TURNING SPACE RUNNING SLOPE - 2.0% MAX. TURNING SPACE RUNNING SLOPE IS MEASURED IN THE SAME DIRECTION AS THE RAMP RUNNING SLOPE.
- 4 RAMP AND TURNING SPACE CROSS SLOPE - 2.0% TYPICAL. AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF RAMPS AND TURNING SPACES MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE RAMP AND TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE.
- 5 TURNING SPACE DIMENSIONS - PROVIDE A TURNING SPACE AT THE TOP OF PERPENDICULAR RAMPS WITH A WIDTH EQUAL TO THE WIDTH OF THE CURB RAMP. TURNING SPACE LENGTH MUST BE 4 FT. MINIMUM, MEASURED IN THE DIRECTION OF THE RAMP RUN. WHEN A TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, INCREASE LENGTH TO 5 FT. MINIMUM IN THE DIRECTION OF THE RAMP RUN.
- 6 RAMP ALIGNMENT - RAMPS SHALL BE ALIGNED TO BE FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING THEY SERVE. PROVIDE ONE RAMP FOR EACH STREET CROSSING DIRECTION. IN ALTERATIONS, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT PROVIDING ONE CURB RAMP FOR EACH CROSSING DIRECTION, A SINGLE DIAGONAL CURB RAMP (ON THE APEX OF A CORNER) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. IF A DIAGONAL RAMP IS USED, A CLEAR SPACE 4 FT. X 4FT. MUST BE PROVIDED AT THE BASE OF THE RAMP. THE CLEAR SPACE MUST BE WITHIN BOTH CROSSWALKS AND WHOLLY OUTSIDE OF ANY ADJACENT VEHICULAR TRAVEL LANES. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL-DEPTH RECONSTRUCTION.
- 7 RAMP LENGTH - PERPENDICULAR RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE, HEIGHT OF CURB, AND ADJACENT SIDEWALK CROSS-SLOPE WHICH MUST BE INTERCEPTED. SEE DETAIL A FOR CALCULATING RAMP LENGTH WHEN CHASING SIDEWALK CROSS-SLOPE. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
- 8 RAMP FLARES - WHERE A RAMP EDGE ABUTS A WALKABLE SURFACE, A FLARED SIDE SHALL BE PROVIDED. RAMP FLARE SLOPES SHALL NOT EXCEED 10.0%.
- 9 VERTICAL CURB RETURNS - VERTICAL CURB RETURNS MAY BE USED ONLY WHERE A RAMP ABUTS A NON-WALKABLE SURFACE, OR WHERE A RAMP IS PROTECTED FROM PEDESTRIAN CROSS TRAFFIC (FOR EXAMPLE BY A SIGNAL CABINET OR UTILITY POLE WHICH BLOCKS PASSAGE).
- 10 GUTTER COUNTER SLOPE - 5.0% MAX.



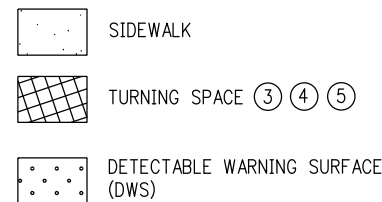
SECTION A-A



DETAIL A - RAMP LENGTH

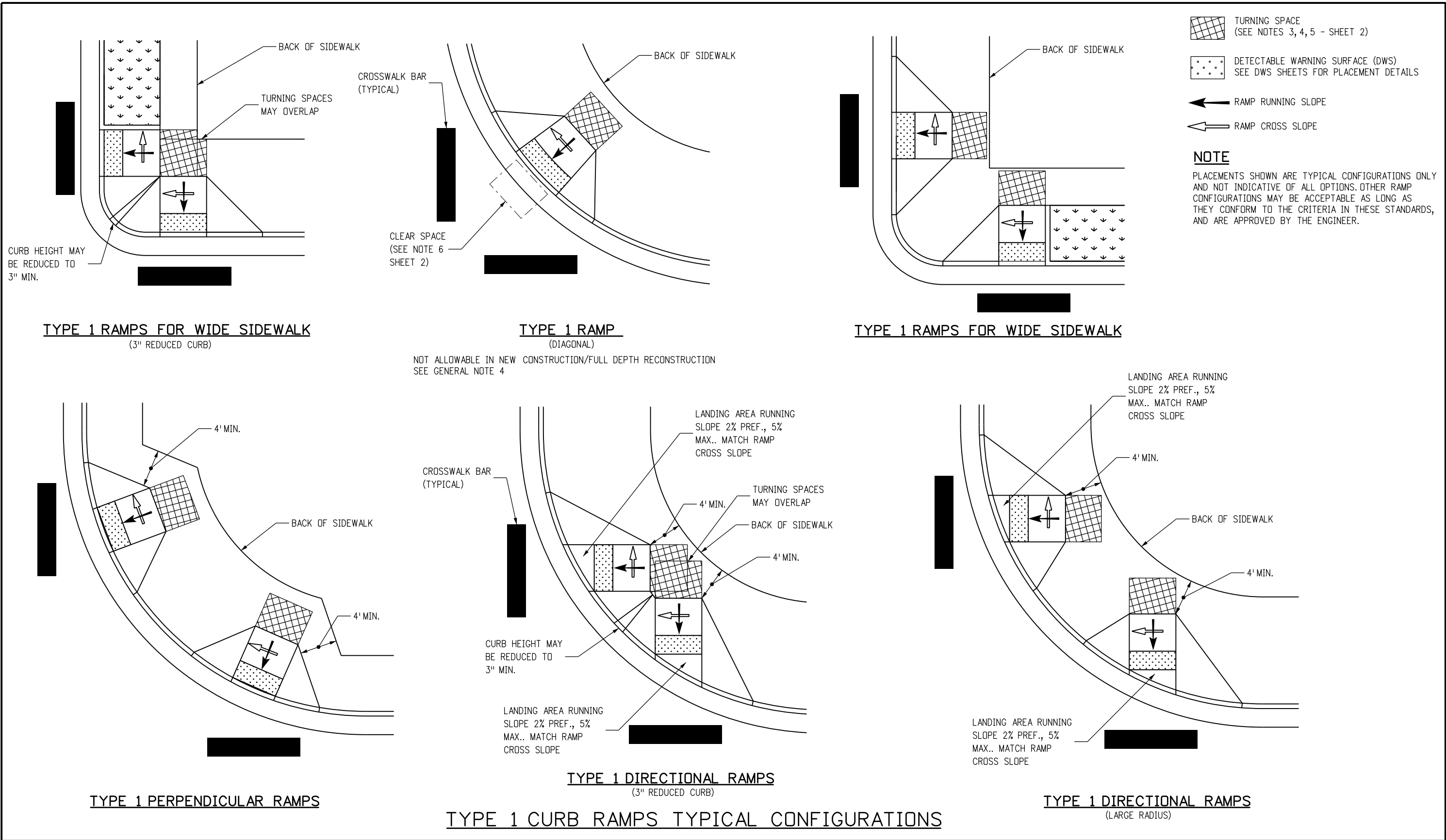


SECTION B-B



TYPE 1 PERPENDICULAR CURB RAMPS

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPS	STANDARD PLAN NO.
Creation Date: 07/31/19	(R-X)	Date:	Comments			M-608-1
Designer Initials: JBK	(R-X)					Standard Sheet No. 2 of 10
Last Modification Date: 07/31/19	(R-X)				Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					



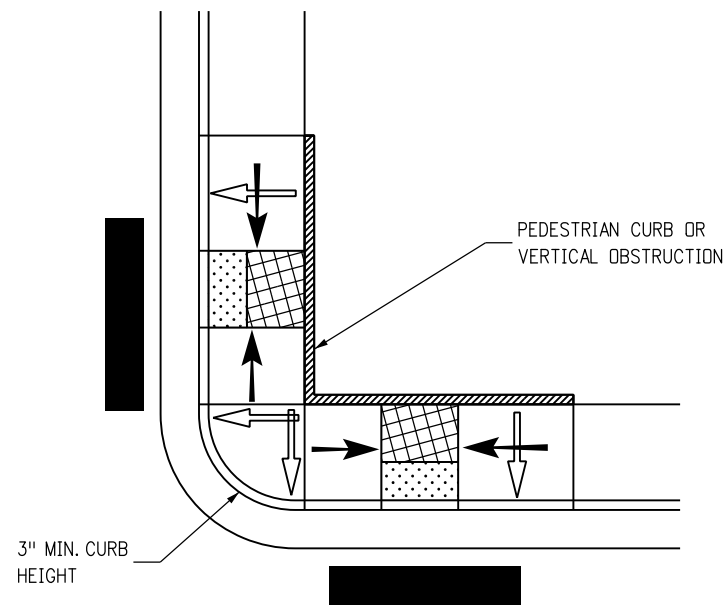
Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPS	STANDARD PLAN NO.	
Creation Date: 07/31/19	(R-X)	Date:	Comments			M-608-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 3 of 10	
Last Modification Date: 07/31/19	(R-X)					Project Sheet Number:	
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)				Issued by the Project Development Branch: July 31, 2019		



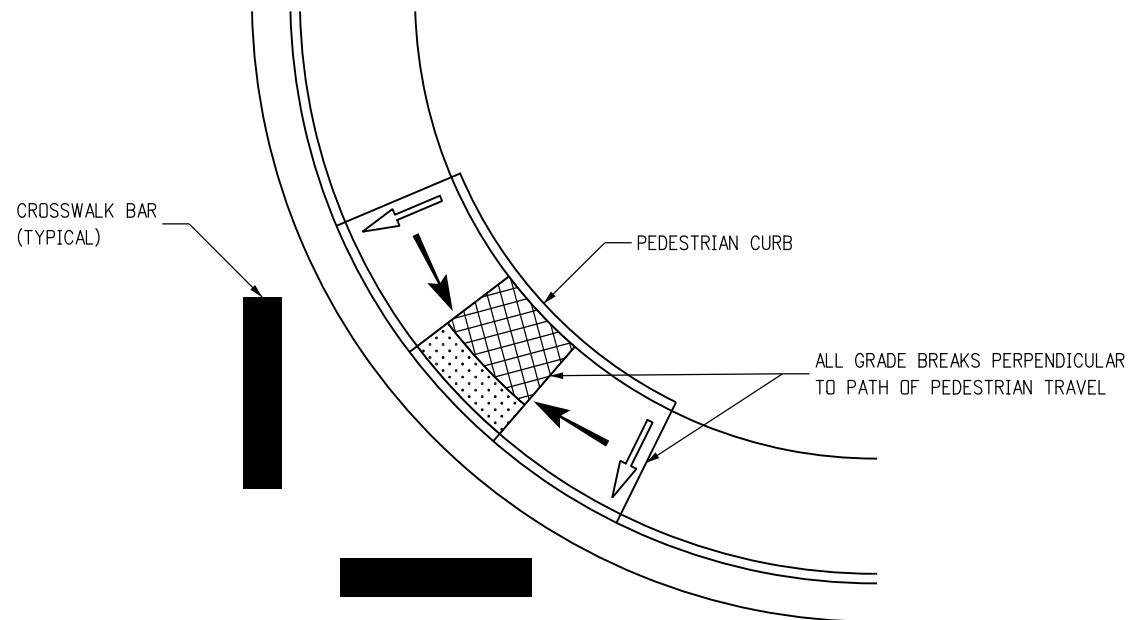
- ## PARALLEL RAMP NOTES

- ① RAMP WIDTH - PROVIDE A RAMP WIDTH EQUAL TO THE ADJOINING SIDEWALK, PROVIDE 4 FT. WIDTH MINIMUM. RAMPS SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
- ② RAMP RUNNING SLOPE - 8.3% MAX.
- ③ RAMP CROSS SLOPE - 2.0% MAX.
- ④ TURNING SPACE RUNNING SLOPE - 2.0% MAX. TURNING SPACE RUNNING SLOPE IS MEASURED PERPENDICULAR TO THE BACK OF CURB.
- ⑤ TURNING SPACE CROSS SLOPE - 2.0% TYPICAL, AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF THE TURNING SPACE MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE. TURNING SPACE CROSS SLOPE IS MEASURED IN THE DIRECTION OF THE RAMP RUN.
- ⑥ TURNING SPACE DIMENSIONS - PROVIDE A TURNING SPACE AT THE BOTTOM OF PARALLEL RAMPS WITH A WIDTH EQUAL TO THE WIDTH OF THE CURB RAMP. PROVIDE 4 FT. MINIMUM, MEASURED IN THE DIRECTION OF THE RAMP RUN. IF THE TURNING SPACE IS CONSTRAINED ON TWO SIDES, PROVIDE 5 FT. MEASURED IN THE DIRECTION OF PEDESTRIAN STREET CROSSING. THE TURNING SPACE MAY CONTAIN THE DETECTABLE WARNING SURFACE.
- ⑦ RAMP ALIGNMENT - RAMPS SHALL BE ALIGNED SO THE TURNING SPACE IS FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING THEY SERVE. PROVIDE ONE RAMP FOR EACH STREET CROSSING DIRECTION. IN ALTERATIONS, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT PROVIDING ONE CURB RAMP FOR EACH CROSSING DIRECTION, A SINGLE DIAGONAL CURB RAMP (ON THE APEX OF A CORNER) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL-DEPTH RECONSTRUCTION.
- ⑧ RAMP LENGTH - PARALLEL RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE AND THE CHANGE OF ELEVATION FROM THE TURNING SPACE TO THE SIDEWALK. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
- ⑨ GUTTER COUNTER SLOPE - 5.0% MAX.

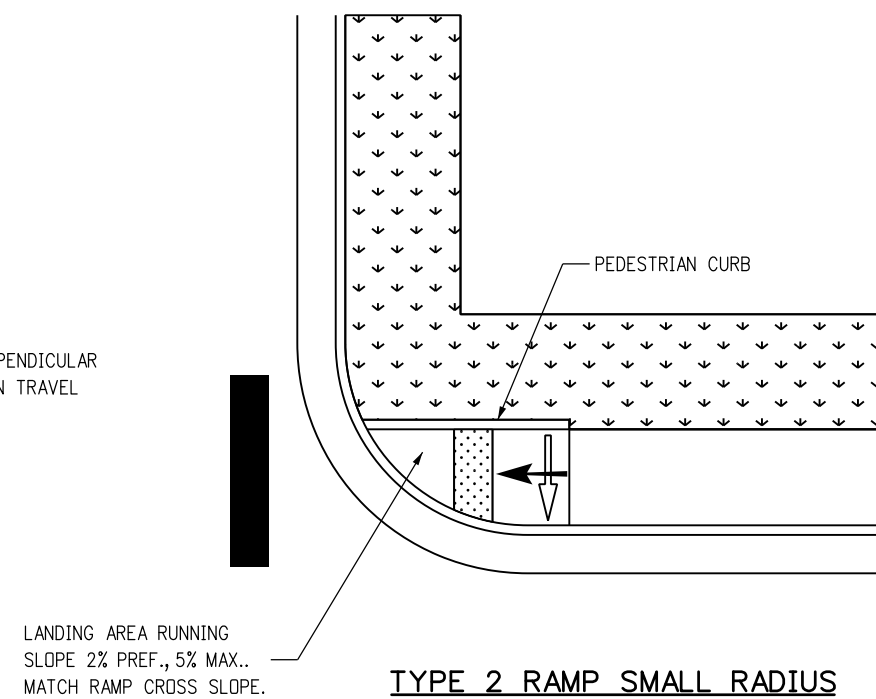
Computer File Information		(R-X) (R-X) (R-X) (R-X)	Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	STANDARD PLAN NO.	
Creation Date: 07/31/19			Date:	Comments		M-608-1	
Designer Initials: JBK						Standard Sheet No. 4 of 10	
Last Modification Date: 07/31/19							
Detailer Initials: LTA							
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Issued by the Project Development Branch: July 31, 2019	
				Project Sheet Number:			



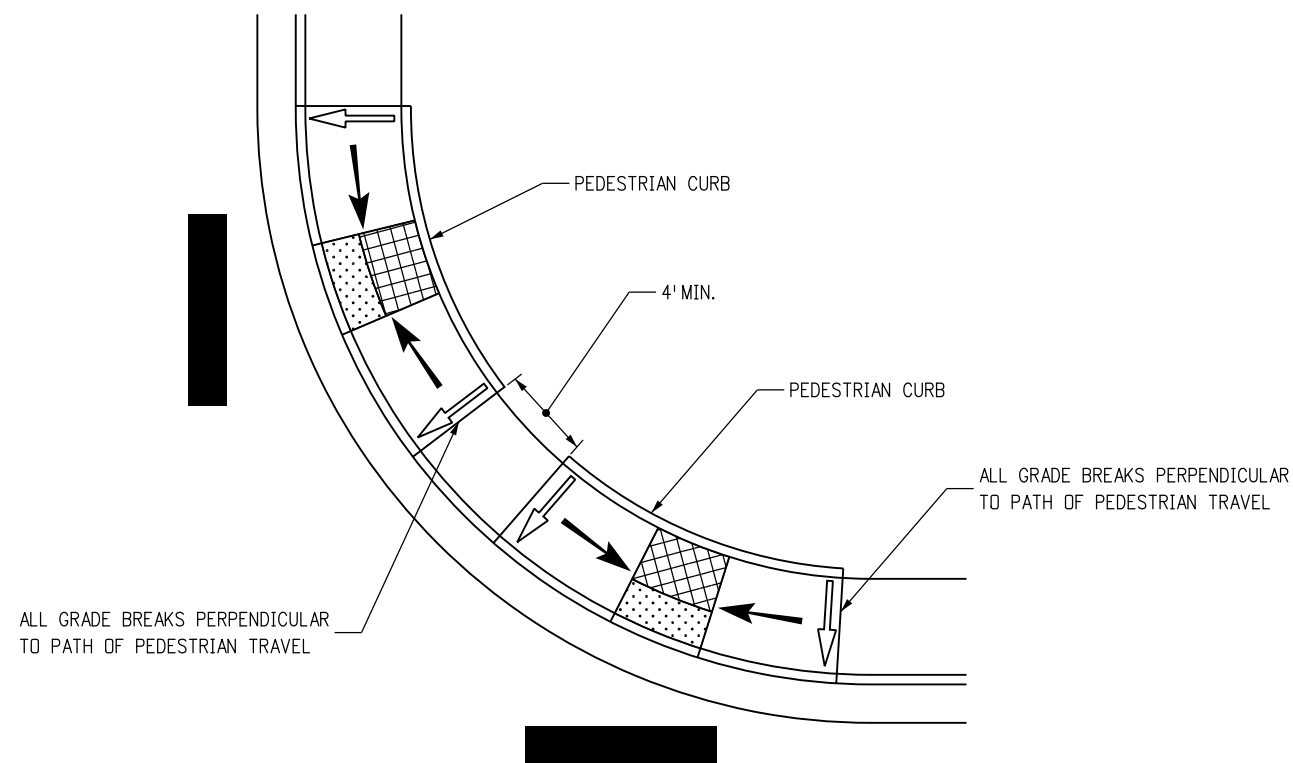
TYPE 2 RAMPs SMALL RADIUS
(3" REDUCED CURB)



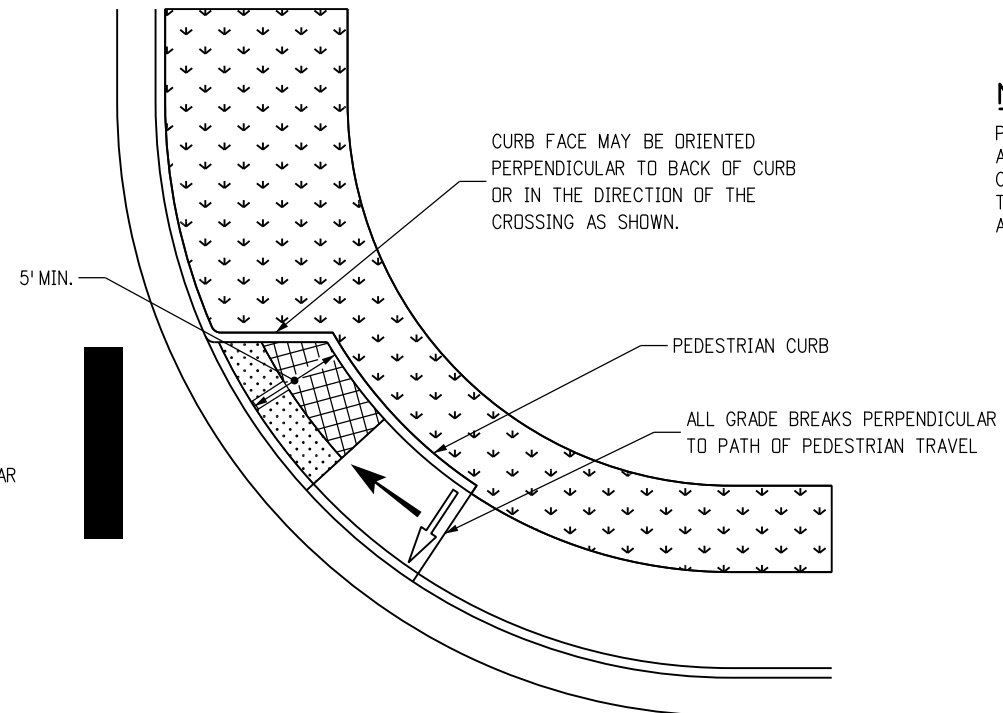
TYPE 2 RAMP (DIAGONAL)
NOT ALLOWABLE IN NEW CONSTRUCTION/FULL-DEPTH RECONSTRUCTION
SEE NOTE GENERAL NOTE 4



TYPE 2 RAMP SMALL RADIUS
(CROSSING IN ONE DIRECTION)



TYPE 2 RAMPs LARGE RADIUS



TYPE 2 RAMP LARGE RADIUS
(CROSSING IN ONE DIRECTION)

NOTE

PLACEMENTS SHOWN ARE TYPICAL CONFIGURATIONS ONLY AND NOT INDICATIVE OF ALL OPTIONS. OTHER RAMP CONFIGURATIONS MAY BE ACCEPTABLE AS LONG AS THEY CONFORM TO THE CRITERIA IN THESE STANDARDS, AND ARE APPROVED BY THE ENGINEER.

 TURNING SPACE
(SEE NOTE 4, 5, 6 - SHEET 4)

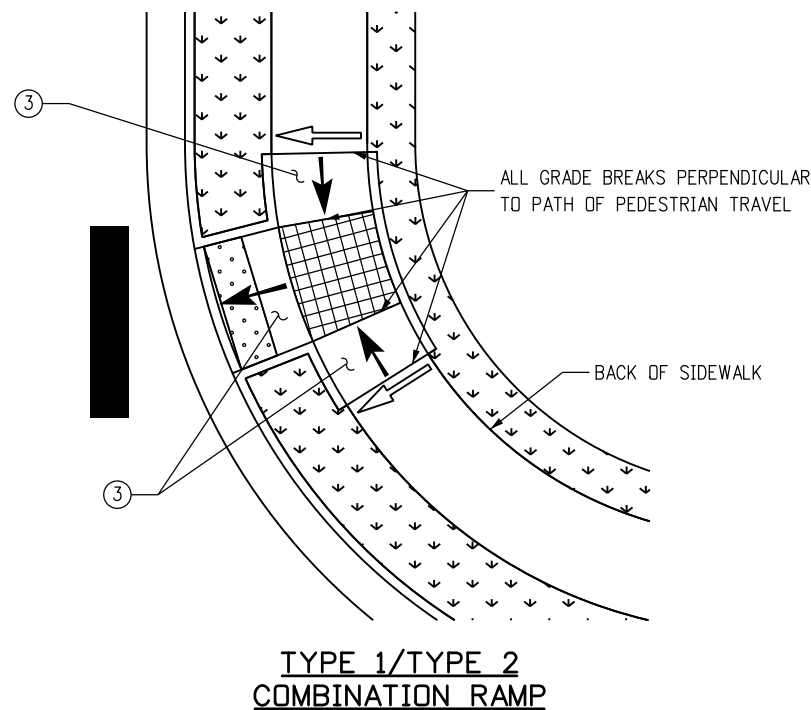
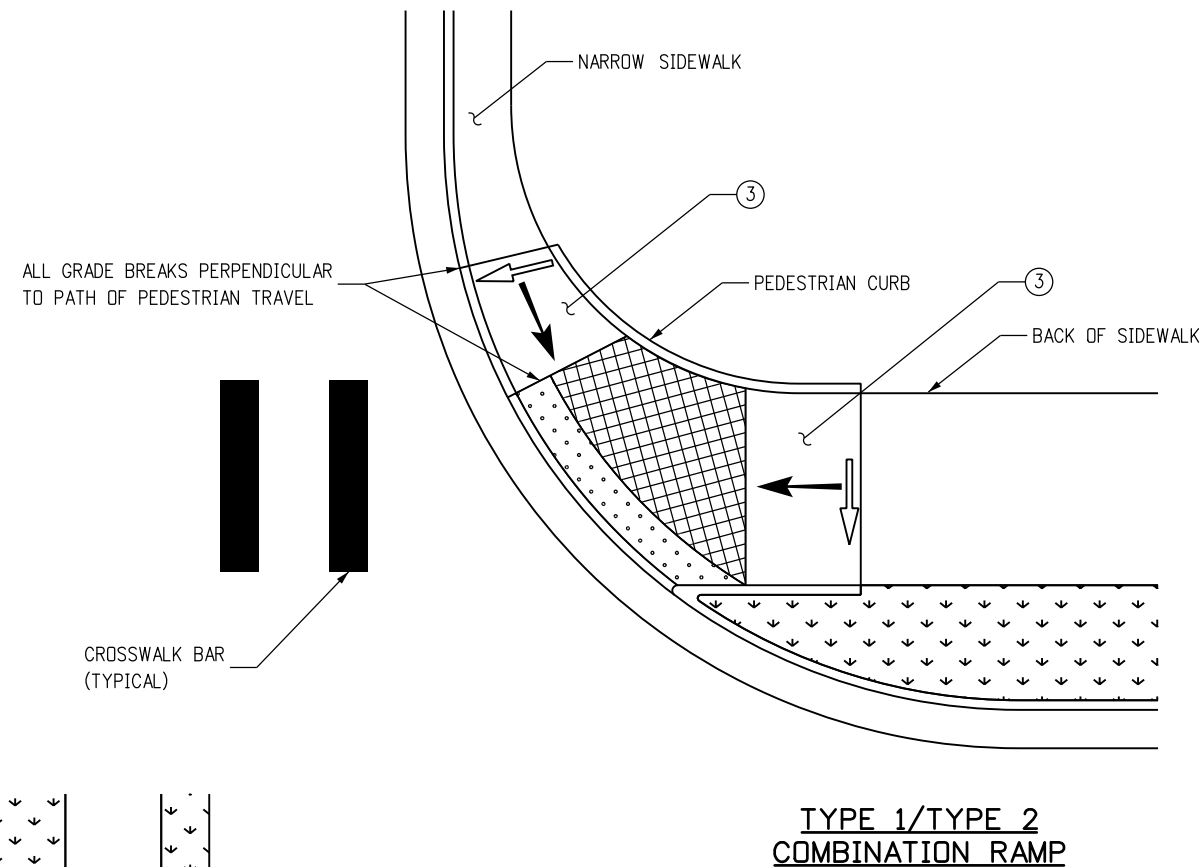
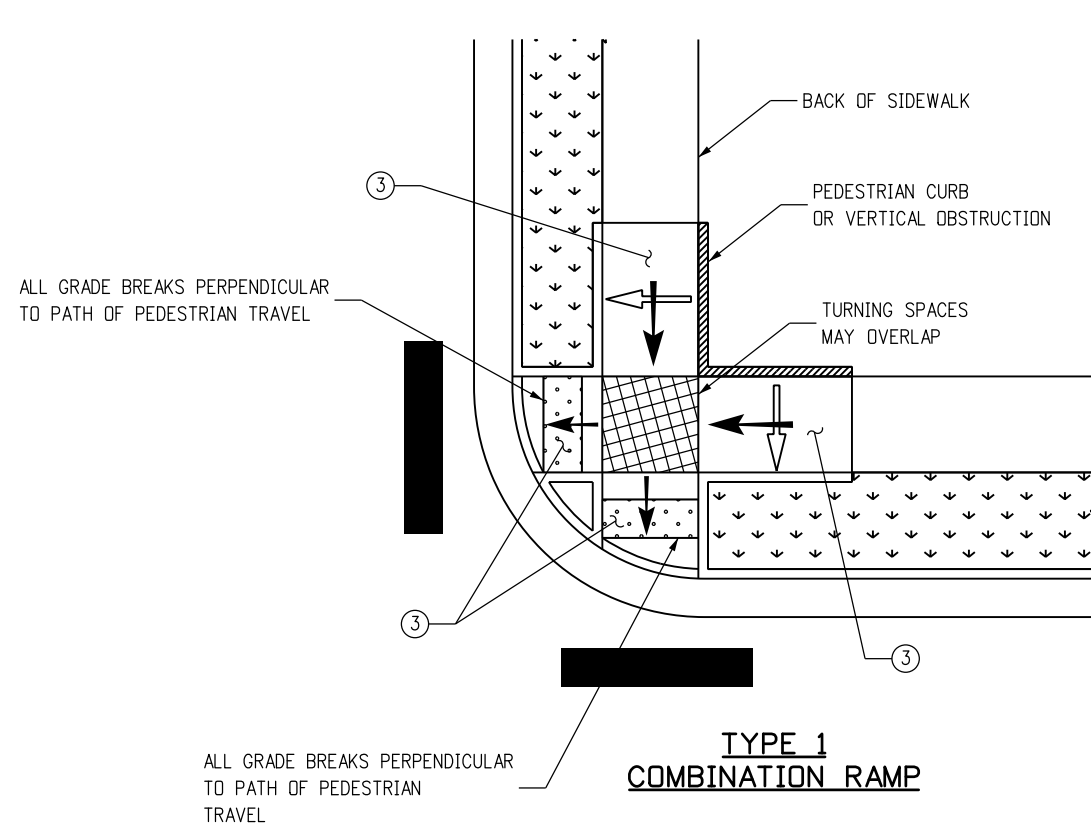
 DETECTABLE WARNING SURFACE (DWS)
SEE DWS SHEETS FOR PLACEMENT DETAILS

 RAMP RUNNING SLOPE

 RAMP CROSS SLOPE

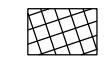
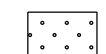
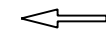
TYPE 2 CURB RAMPs TYPICAL CONFIGURATIONS

Computer File Information		Sheet Revisions		 Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPs	STANDARD PLAN NO.	
Creation Date: 07/31/19	(R-X)	Date:	Comments			M-608-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 5 of 10	
Last Modification Date: 07/31/19	(R-X)					Project Sheet Number:	
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English					Issued by the Project Development Branch: July 31, 2019		



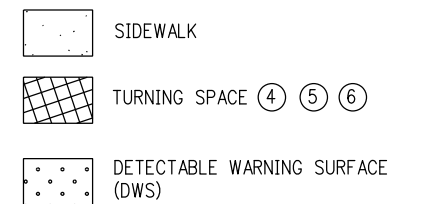
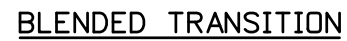
COMBINATION CURB RAMP NOTES:

- ① THE CURB RAMP PLACEMENTS SHOWN ARE TYPICAL CONFIGURATIONS ONLY AND NOT INDICATIVE OF ALL OPTIONS. OTHER CURB RAMP CONFIGURATIONS MAY BE ACCEPTABLE AS LONG AS THEY CONFORM TO THE CRITERIA IN THESE STANDARDS, AND ARE APPROVED BY THE ENGINEER.
- ② RAMP AND TURNING SPACE CROSS SLOPE - 2.0% TYPICAL. AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF THE RAMP AND TURNING SPACE MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE RAMP AND TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE.
- ③ WHERE IT IS ACCEPTABLE FOR A RAMP OR TURNING SPACE CROSS SLOPE TO EXCEED 2.0% AND MATCH THE HIGHWAY GRADE, THE RAMP ABOVE THE TURNING SPACE MAY BE WARPED TO TIE INTO THE ADJOINING SIDEWALK CROSS SLOPE. THE TRANSITION TO THE SIDEWALK CROSS SLOPE SHALL BE SPREAD EVENLY OVER THE LENGTH OF THE RAMP TO MINIMIZE WARPING. THE RATE OF CHANGE IN CROSS SLOPE MAY NOT EXCEED 3.0% PER LINEAR FOOT.

-  TURNING SPACE ② ③
-  DETECTABLE WARNING SURFACE (DWS)
SEE DWS SHEETS FOR PLACEMENT DETAILS
-  RAMP RUNNING SLOPE
-  RAMP CROSS SLOPE ② ③

COMBINATION CURB RAMPS TYPICAL CONFIGURATIONS

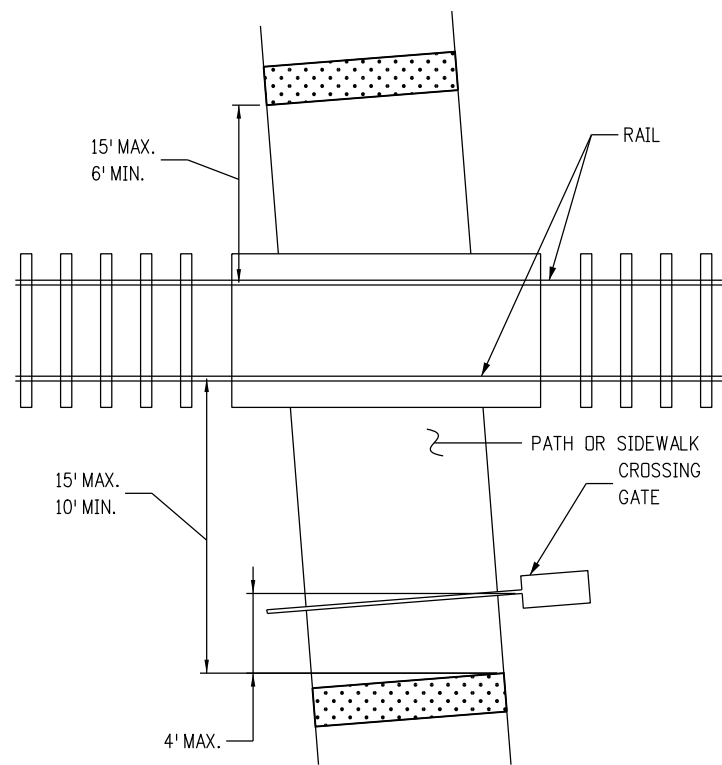
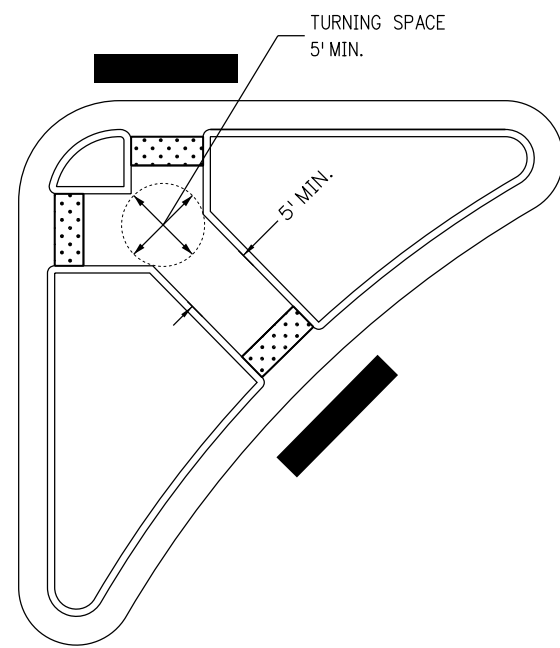
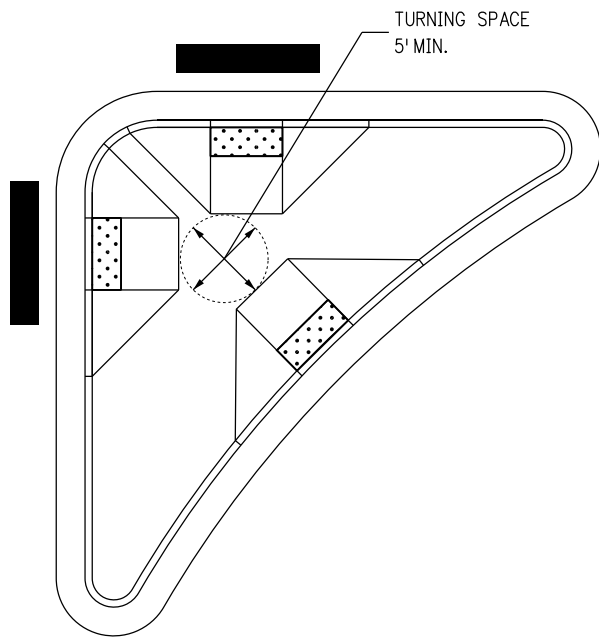
Computer File Information		Sheet Revisions		Colorado Department of Transportation  2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPS		STANDARD PLAN NO.
Creation Date: 07/31/19	(R-X)	Date:	Comments				M-608-1
Designer Initials: JBK	(R-X)						Standard Sheet No. 6 of 10
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Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)						



BLENDED TRANSITION & DEPRESSED CORNER NOTES

- REAR
- ① PERPENDICULAR AND PARALLEL RAMPS CONFIGURATIONS ARE PREFERRED. BLENDED TRANSITIONS AND DEPRESSED CORNERS SHOULD ONLY BE USED WHERE SITE CONDITIONS MAKE THEM A MORE APPROPRIATE OPTION, OR WHERE PERPENDICULAR OR PARALLEL RAMPS CANNOT BE INSTALLED DUE TO A PHYSICAL SITE CONSTRAINT.
 - ② RAMP WIDTH - PROVIDE 5 FT. OR GREATER WHERE POSSIBLE. IF SITE CONSTRAINTS DO NOT PERMIT, PROVIDE 4 FT. WIDTH MINIMUM. RAMPS SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
 - ③ RAMP RUNNING SLOPE - 8.3% MAX.
 - ④ BLENDED TRANSITION RUNNING SLOPE - 5.0% MAX.
 - ⑤ RAMP AND TURNING SPACE CROSS SLOPE - 2.0% TYPICAL. AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF RAMPS AND TURNING SPACES MAY EQUAL THE HIGHWAY GRADE.
 - ⑥ TURNING SPACE DIMENSIONS - PROVIDE A 4 FT. X 4 FT. MIN. TURNING SPACE AT THE BOTTOM OF RAMP RUNS. THE TURNING SPACE MAY CONTAIN THE DETECTABLE WARNING SURFACES.
 - ⑦ RAMP ALIGNMENT - TURNING SPACE SHALL BE ALIGNED TO BE FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING(S) THEY SERVE.
 - ⑧ RAMP LENGTH - RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE AND THE CHANGE OF ELEVATION FROM THE TURNING SPACE TO THE SIDEWALK. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
 - ⑨ RAMP FLARES - WHERE A RAMP EDGE ABUTS A WALKABLE SURFACE, A FLARED SIDE MUST BE PROVIDED. RAMP FLARE SLOPES SHALL NOT EXCEED 10.0%.
 - ⑩ VERTICAL CURB RETURNS - VERTICAL CURB RETURNS MAY BE USED ONLY WHERE A RAMP ABUTS A NON-WALKABLE SURFACE, OR WHERE A RAMP IS PROTECTED FROM PEDESTRIAN CROSS TRAFFIC (FOR EXAMPLE BY A SIGNAL CABINET OR UTILITY POLE WHICH BLOCKS PASSAGE).
 - ⑪ GUTTER COUNTER SLOPE - 5.0% MAX.
 - ⑫ DWS PLACEMENT - DWS SHALL BE PLACED AROUND THE RADIUS AND LOCATED AT THE BACK OF CURB ON BLENDED TRANSITION AND DEPRESSED CORNER RAMPS.
- ION

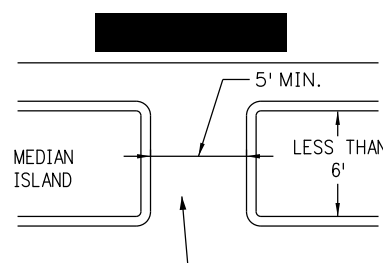
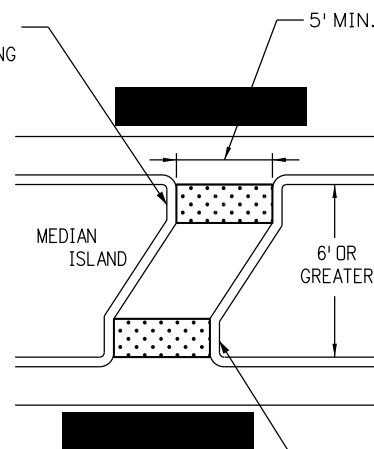
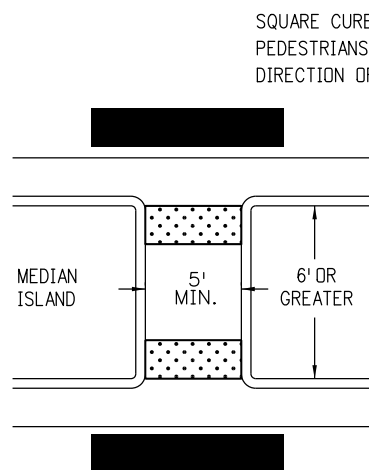
Computer File Information		(R-X) (R-X) (R-X) (R-X)	Sheet Revisions		Colorado Department of Transportation  2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	STANDARD PLAN NO.	
Creation Date: 07/31/19			Date:	Comments		M-608-1	
Designer Initials: JBK						Standard Sheet No. 7 of 10	
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Detailer Initials: LTA						Project Sheet Number:	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English							



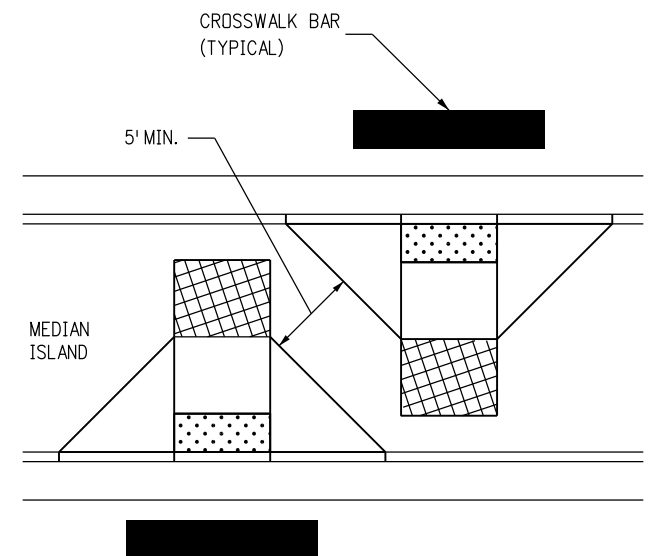
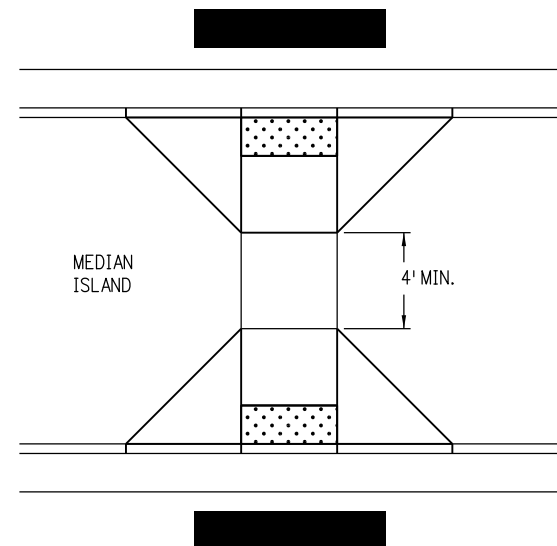
NOTES:

- ① DETECTABLE WARNING SURFACES SHALL BE PLACED IN ALIGNMENT WITH THE BACK OF CURB.
- ② FLARED SIDES ARE PREFERENTIAL ON RAISED INTERSECTION ISLANDS AND SHOULD BE PROVIDED ON ISLANDS WHICH SERVE SHARED USE PATHS, OR AT LOCATIONS WHERE BICYCLE USE IS EXPECTED.
- ③ FOR CUT-THROUGH MEDIAN ISLANDS, DETECTABLE WARNING SURFACES SHALL BE PLACED IN ALIGNMENT WITH THE BACK OF CURB AND BE SEPARATED BY A MINIMUM 2 FOOT SPACE WITHOUT DWS. IF A 2 FOOT SEPARATION BETWEEN DETECTABLE WARNING SURFACES CANNOT BE PROVIDED NO DETECTABLE WARNING SURFACE SHALL BE INSTALLED.
- ④ CURB RAMP AND CUT-THROUGH WIDTHS SHOULD BE THE SAME WIDTH AS ANY SIDEWALK OR SHARED USE PATH WHICH THEY SERVE.

INTERSECTION ISLANDS



ELIMINATE DWS IF MEDIAN REFUGE IS LESS THAN 6' IN LENGTH IN THE DIRECTION OF PEDESTRIAN TRAVEL

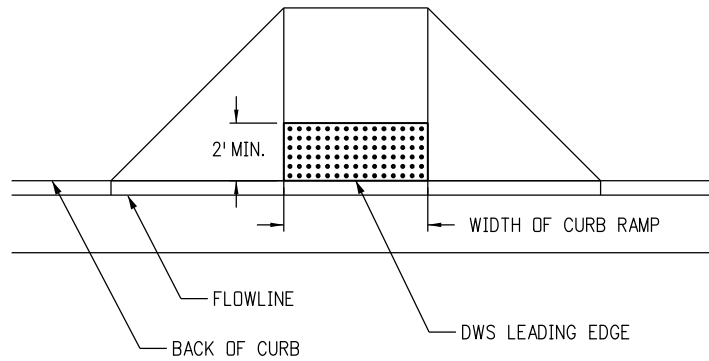


MEDIAN ISLANDS

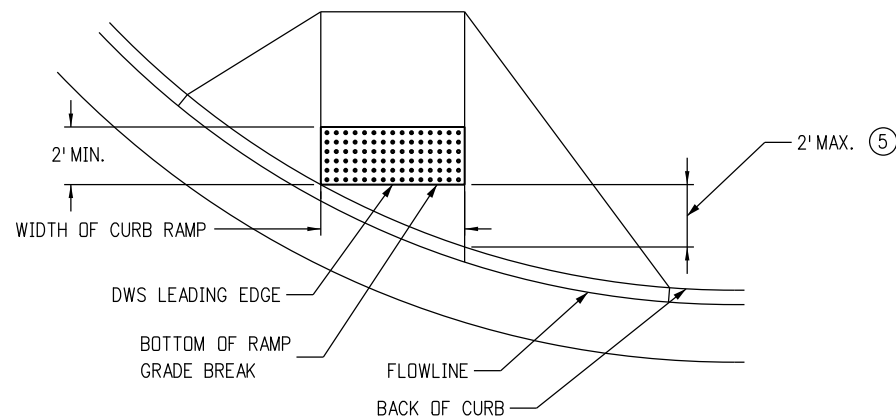
MEDIANS / RAILROADS / ISLANDS



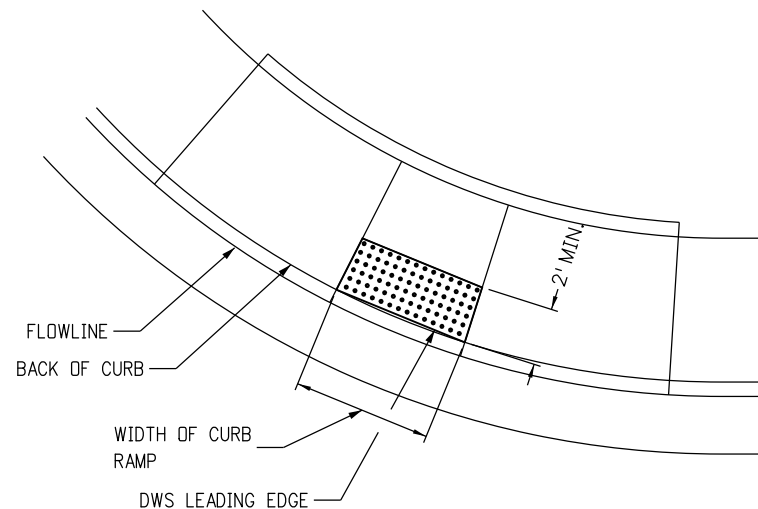
Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	CURB RAMPS Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO.
Creation Date: 07/31/19	(R-X)	Date:	Comments			M-608-1
Designer Initials: JBK	(R-X)					Standard Sheet No. 8 of 10
Last Modification Date: 07/31/19	(R-X)					Project Sheet Number:
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					



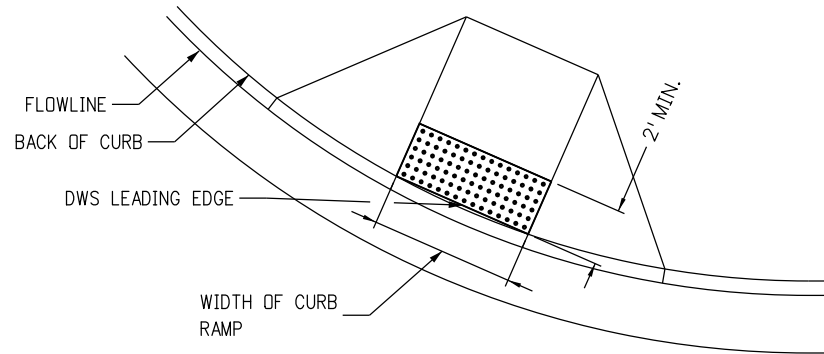
TYPE 1 CURB RAMP
(PERPENDICULAR ON TANGENT)



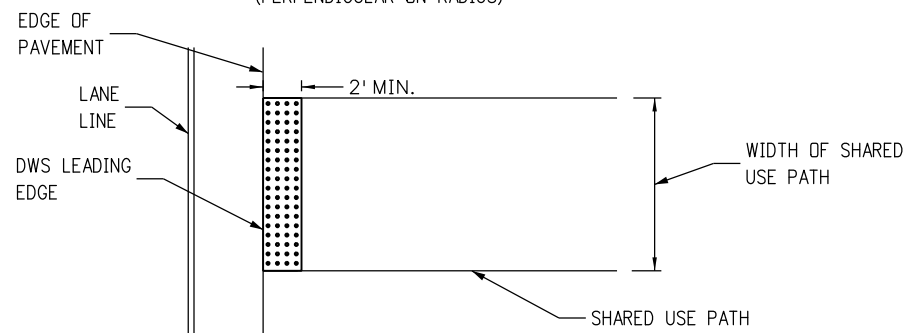
TYPE 1 CURB RAMP
(DIRECTIONAL ON RADIUS)



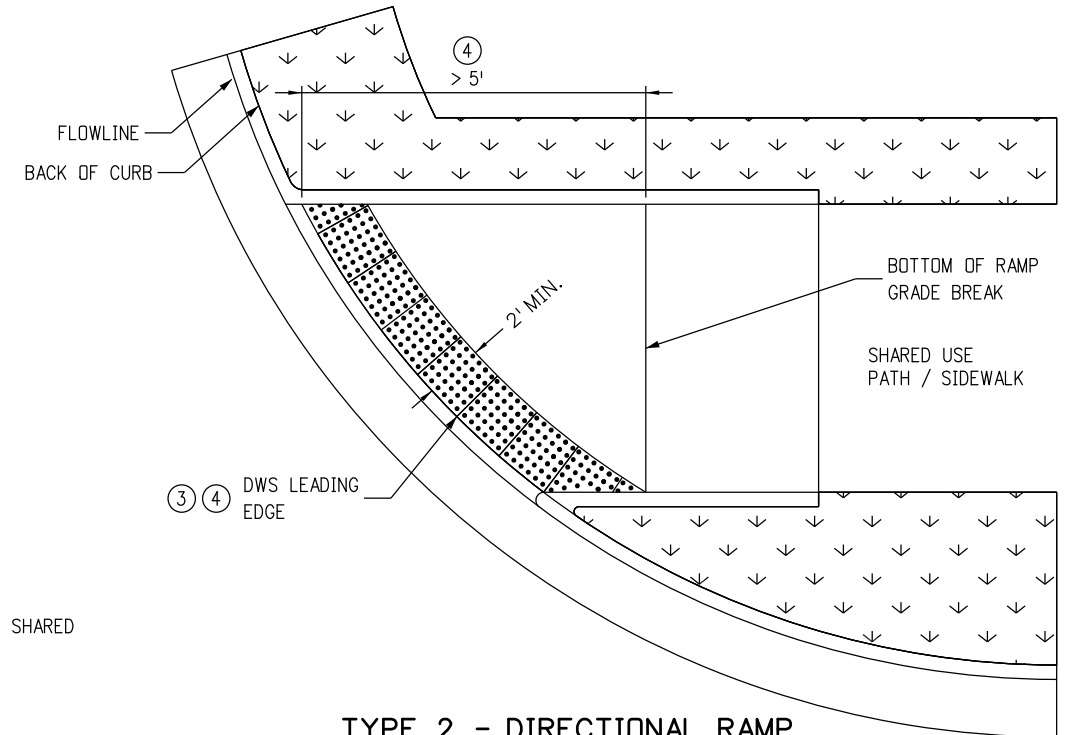
TYPE 2 CURB RAMP



TYPE 1 CURB RAMP
(PERPENDICULAR ON RADIUS)



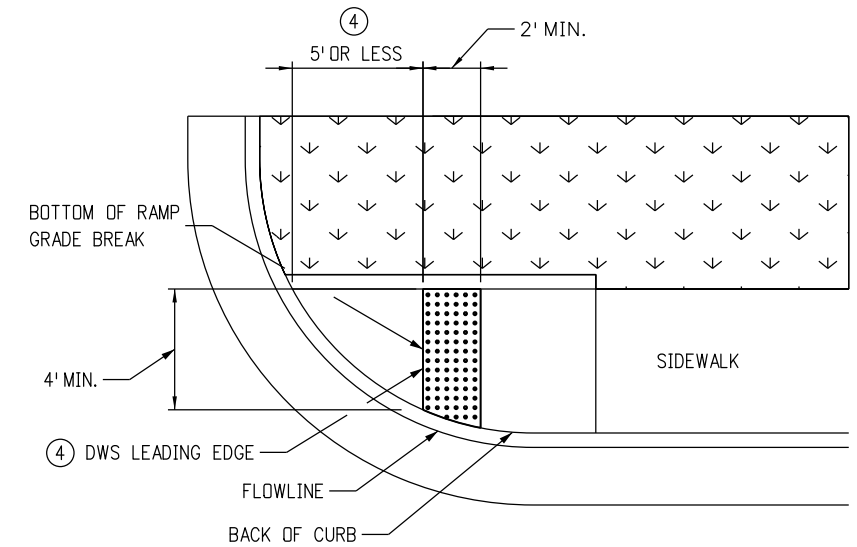
SHARED USE PATH CROSSING



TYPE 2 - DIRECTIONAL RAMP

DETECTABLE WARNING SURFACE NOTES:

- DETECTABLE WARNING SURFACES (DWS) SHALL BE INSTALLED AT SIDEWALK, OR SHARED USE PATH, TO STREET TRANSITIONS, AND SHALL CONSIST OF TRUNCATED DOME SURFACES. ANY TRUNCATED DOME PANELS OR PAVERS WHICH ARE USED MUST BE ON THE CDOT APPROVED PRODUCTS LIST (APL).
- THE DETECTABLE WARNING SURFACE SHALL SPAN THE FULL WIDTH OF THE CURB RAMP, SHARED USE PATH, OR OTHER ROADWAY ENTRANCE AS APPLICABLE. A GAP OF 2 INCHES FROM THE EDGE OF THE DETECTABLE WARNING SURFACE TO THE EDGE OF THE CURB RAMP OR SHARED USE PATH IS PERMITTED.
- WHEN DETECTABLE WARNING SURFACES ARE PLACED ON A SLOPE GREATER THAN 5.0%, TRUNCATED DOMES SHOULD BE ALIGNED IN THE DIRECTION OF THE RAMP RUN; OTHERWISE DOMES ARE NOT REQUIRED TO BE ALIGNED. TRUNCATED DOMES SHALL BE IN A SQUARE GRID OR RADIAL PATTERN. WHEN PLACED RADIALLY, PLACE ADJACENT DWS PLATES EDGE TO EDGE. EDGES OF CUT PLATES SHALL BE STRAIGHT.
- LOCATE ONE CORNER OF THE DWS LEADING EDGE AT THE BACK OF CURB. NO POINT ON THE LEADING EDGE OF THE DWS MAY BE MORE THAN 5 FT. FROM THE BACK OF CURB. WHEN ANY POINT OF THE LEADING EDGE OF THE DWS WILL BE GREATER THAN 5 FT. FROM THE BACK OF CURB, PLACE THE DWS RADIALLY AT THE BACK OF CURB.
- WHERE PERPENDICULAR DIRECTIONAL RAMPS ABUT A WALKABLE SURFACE, THE LEADING EDGE OF THE DWS SHALL NOT BE PLACED FURTHER THAN 2 FEET FROM THE BACK OF CURB. IF THE RADIUS OF A CORNER MAKES THIS IMPOSSIBLE, ORIENT THE CURB RAMP PERPENDICULAR TO THE CURB AND GUTTER.
- IF THE DETECTABLE WARNING SURFACE IS CUT, GRIND OFF THE REMAINING PORTION OF ANY CUT TRUNCATED DOMES. SEAL ALL CUT PANEL EDGES WITH AN APL SEALANT TO PREVENT WATER DAMAGE.
- TRUNCATED DOME PLATES SHALL BE EMBEDDED IN THE CONCRETE CURB RAMP WHILE THE CONCRETE IS PLASTIC.
- DWS SHALL NOT BE PLACED OVER GRADE BREAKS.

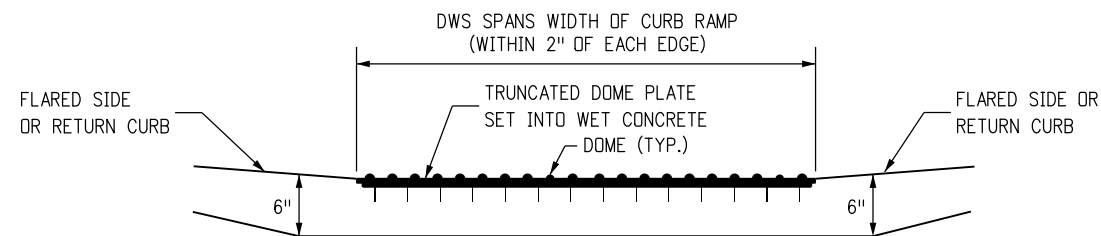


TYPE 2 - DIRECTIONAL RAMP

 DETECTABLE WARNING SURFACE (DWS)

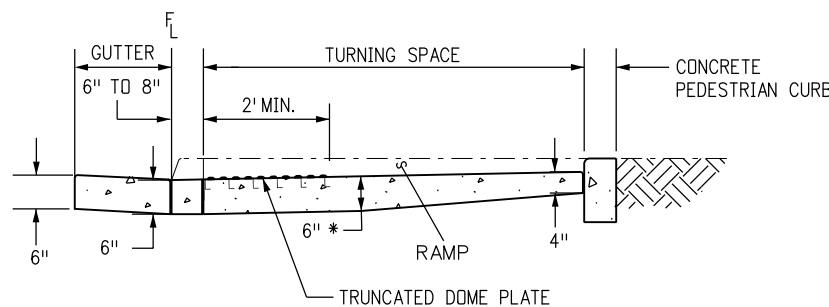
DETECTABLE WARNING SURFACE PLACEMENT

Computer File Information		Sheet Revisions		 Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	CURB RAMPS	STANDARD PLAN NO.	
Creation Date: 07/31/19	(R-X)	Date:	Comments			M-608-1	
Designer Initials: JBK	(R-X)					Standard Sheet No. 9 of 10	
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Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English					Issued by the Project Development Branch: July 31, 2019		



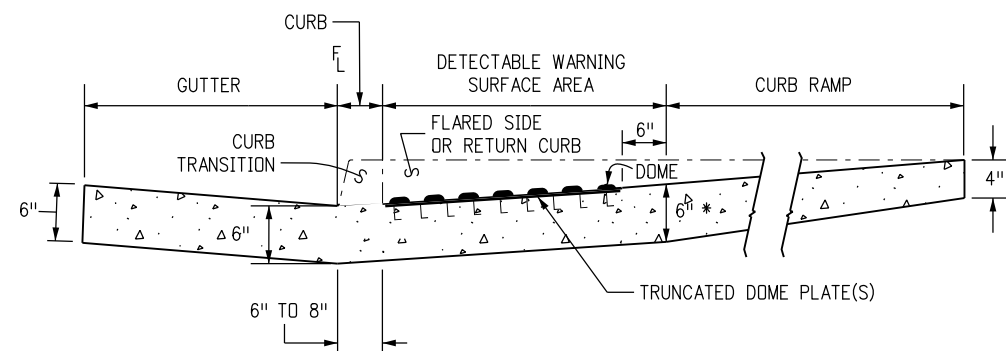
**SECTION VIEW OF DETECTABLE
WARNING SURFACE PLATE**

(LOOKING AT PERPENDICULAR RAMP
RUN FROM STREET)



**SECTION VIEW FOR PARALLEL
CURB RAMP TYPES**

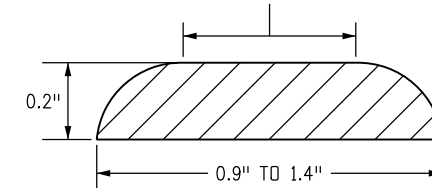
(LOOKING PERPENDICULAR TO TURNING SPACE)



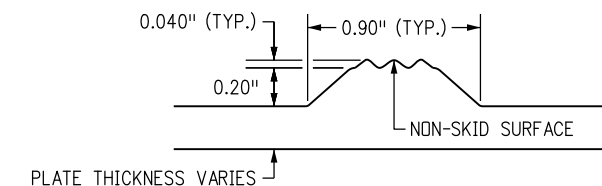
**SECTION VIEW FOR PERPENDICULAR
CURB RAMP TYPES**

(LOOKING PERPENDICULAR TO RAMP RUN)

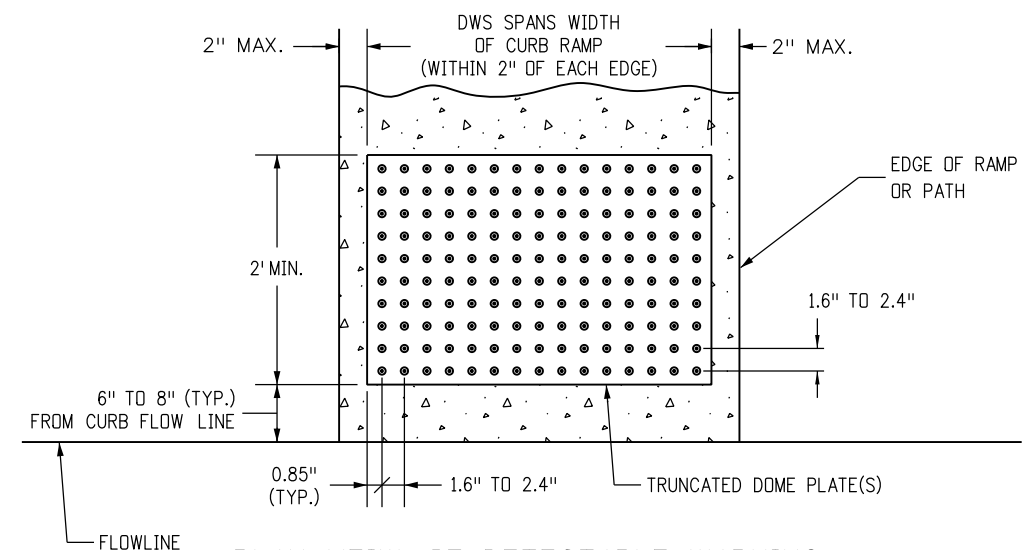
THE TOP DIAMETER OF THE TRUNCATED DOMES
SHALL BE 50% TO 65% OF THE BASE DIAMETER



**ELEVATION VIEW OF SINGLE
TRUNCATED DOME**



**ELEVATION VIEW OF TRUNCATED DOME
FOR DETECTABLE WARNING PLATE**



**PLAN VIEW OF DETECTABLE WARNING
SURFACE PLATE**

DETECTABLE WARNING SURFACE DETAILS

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Creation Date: 07/31/19	(R-X)	Date:	Comments				M-608-1
Designer Initials: JBK	(R-X)						Standard Sheet No. 10 of 10
Last Modification Date: 07/31/19	(R-X)						Project Sheet Number:
Detailer Initials: LTA	(R-X)						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English							

CONTRACT DOCUMENTS

The following pages contain documents used upon contract award. They are included here for reference and are subject to change.

PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm) _____

(Address) _____

hereinafter called Surety, are held and firmly bound unto the City of Arvada, a Colorado municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002, hereinafter called the City, in the penal sum of _____, Dollars, _____, in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 20_, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s _____, _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, and if he shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20_.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

Note: If Contractor is Partnership, all partners should execute Bond.

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

NOTICE OF AWARD

Date _____

Company _____
Address _____
City, State Zip _____

RE: Project No. _____, _____

Dear Representative of _____:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid Proposal has been accepted, for items and prices stated in the Bid Schedule, in the amount of \$ _____.

You are required to execute the Contract, the Insurance Certificates and a Performance and Payment Bond within seven (7) days from the date of this Notice to you.

The Performance and Payment Bond needs to be filled out, returned (one original must be returned to the City), and accompanied by the Power of Attorney from your surety company. Also, please make sure that the insurance certificate is in the minimum amounts set forth in the Contract Documents and the City of Arvada is named as an additional insured for the specific Project Number and Title. An Additional Insured endorsement certificate should also be attached.

If you fail to execute said Contract and furnish the necessary Insurance Certificates and Bond within the time allotted from this date, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted bylaw.

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

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Company _____

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

This _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

Dear Representative of _____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____
on or before _____, and you are to complete the Work, including cleanup within _____ calendar days thereafter.

The date of completion of all Work is therefore _____.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company

By: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

Dear Representative of _____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____
on or before _____, and you are to complete the Work, including cleanup within _____ calendar days thereafter.

The date of completion of all Work is therefore _____.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company

By: _____

Title: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND

FOR _____
IN AN AMOUNT NOT TO EXCEED \$_____.00**

This Agreement made this _____ day of _____, 20____ by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and _____, a _____ (“Contractor”).

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

1. Contractor will commence and complete the _____ described in the Contract Documents relating to CSB-_____, issued _____, 20 , (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed \$_____.00 for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada’s Request for [Project Title], CSB-_____ (“CSB”);
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor’s Response to CSB-_____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.
7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.
8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE

REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

12. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously

furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

17. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF ARVADA, COLORADO

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

CONTRACTOR

Name:

Title:

CHANGE ORDER

No. ____

TO:

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Arvada, Project No._____, entitled _____ will be adjusted to include the following:

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Add/Delete</u>
--------------------	---------------------------	--------------------	--------------------	-------------------------	--------------------------

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

TOTAL ADD

\$

Adjustments to Contract Price & Time

Contract
Dollars

Calendar
Days

Contract Totals through and including

\$

Previous Change Orders

Adjustments this Change Order

\$

(Increase)

Contract Totals to Date – Including

Change Order No. _

\$

Contract Time Expires on:

APPROVED FOR CITY

ATTEST:

8101 Ralston Road
Arvada, CO 80002

City Clerk

APPROVED AS TO FORM:

ACCEPTED FOR CONTRACTOR

For Rachael Morris, City Attorney

By: _____

Title: _____

Date: _____

By: _____

Questions & Answers - 1

Project 25-STS-002 - ADA Curb Ramp & Concrete Replacement
Buying Organization City of Arvada

No	Question/Answer	Question Date
Q1	Question: Engineers Estimate Could you supply us with and Engineers Estimate on this project? Answer: The Bid pricing should be based on the outlined specifications.	01/16/2025
Q2	Question: Permitting What permits do you expect to need for this project? Answer: The awarded contractor will coordinate with the COA Project Manager - a no-cost project permit.	01/16/2025
Q3	Question: Asphalt damage if any asphalt patch back is needed, will it be paid by the City or will it be responsibility of contractor? Answer: The removal and replacement of asphalt that is adjacent to concrete is the responsibility of the Contractor and should be included in the unit cost for removal and replacement of concrete. With reference to the City of Arvada Standards and Specifications and Special Conditions in the bid documents, including but not limited to SC-17 and SC-19, "Asphaltic concrete shall be full depth saw cut at 18 inches from, and parallel to, existing edges and radii lip lines unless otherwise directed. Asphalt shall be replaced by tacking and placing a 6" minimum depth of hot bituminous pavement (4" Grading S and 2" SX or two 3" lifts of Grading S at the discretion of the Engineer) in compacted depths in accordance with the City's Standard and Specifications."	01/16/2025

Exhibit B

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
TRIPLE M CONSTRUCTION, LLC FOR CONSTRUCTION OF ADA
RAMPS AND CONCRETE REPLACEMENT, PROJECT NO. 25-ST-10 IN AN
AMOUNT NOT TO EXCEED \$1,826,966.00**

TRIPLE



CONSTRUCTION LLC.

7200 Quivas St Denver CO 80221

Triplemconstruction@aol.com

Office: 720-331-6342



CONSTRUCTION LLC

7200 Quivas St. Denver CO, 80221

Triple M Construction, LLC Company is dedicated to providing its customers with a First Class Construction Experience. At Triple M Construction the mission is to make our Clients feel that we exceeded expectations. In fact, what Triple M Construction really inspires to do is to construct something better than you expect. The high quality results of our finished projects evolve from the attention to detail we employ from the pre-construction stage to the completion. With the ability to provide a multitude of services, we take pride in our integrity and high ethical standards in our dealing with clients while providing them with the highest quality project at the best value.



CERTIFICATIONS:

- SBE
- CDOT
- DBE
- MWBE



SERVICES OFFERED:

Concrete paving, curb and gutter, sidewalks, crosspans, ADA ramps, walls, inlets drain, concrete finishing, concrete repair, concrete pumping, concrete floor surfacing, grouting, concrete stairways, concrete coating glazing, concrete breaking, concrete walls, concrete sawing, excavation, land cleaning.



PROJECTS, CLIENT LIST:

- City Of Arvada
- City Of Lone Tree
- City Of Louisville
- City of Broomfield
- City of Highlands Ranch
- City Of Greeley
- City of Boulder
- City of Aurora
- City of Denver
- City Of Greeley
- Town of Elizabeth
- Town of Fraser



Mabel Moreno
7200 Quivas St.
Denver, CO 80221
Office: 720.331.6342
Fax: 303.657.2768
TripleMConstruction@aol.com



Work Currently Under Contract

City of Aurora

Zach Hribar 303-739-7876

Peoria Sidewalk Gap

Project # 6010A

\$211,417.00

Start Date: February 1, 2025 Depending on Weather

Completion Date: Within 4 days of start date

Town of Fraser

Greg Steed 970-744-3031

Fraser Old Town Sidewalk and C&G Project

Project # 0000365515

\$320,068.00

Start Date: May 2025 Depending on Weather

Completion Date: Within one week of start date

Town of Elizabeth

Zach Hribar 303-725-7496

Elizabeth Main Streetscape

Phase 2

Project # 10-010-069

General Contractor

\$ 1,110,000.00

Completion Date: March 31, 2025



Projects

City of Louisville

Geoff Nettleton 518-255-9399
2024 Concrete Replacement
Project # 301312-660022
General Contractor
\$1,387,643.00
Complete 100%

City of Arvada

Christine Biddle 720-898-7730
2024 Concrete Replacement
Project # 24-ST-10A
General Contractor
\$3,465,936.61
Complete 100%

City of Lone Tree

Eric Barns 720-670-0925
2024 Concrete Replacement
Project # 2024-02 PW
General Contractor
\$682,315.00
Complete 100%

Town of Elizabeth

Zach Hribar 303-725-7496
Elizabeth Main Streetscape
Phase 1
Project # 10-010-069
General Contractor
\$1,456,110.87

City of Louisville

Geoff Nettleton 518-255-9399
Coal Creek Golf Course Hole 13 Cart Path Project
Project # 301537-630115
General Contractor
\$160,039.05
Complete 100%



City of Broomfield

Ed Thompson 303-901-0676

Industrial Lane Phase 1

General Contractor

\$2,086,213.60

Complete 100%

City of Arvada

Christine Biddle 720-898-7730

2023 Concrete Replacement

Project # 23-ST-10A

General Contractor

\$3,653,425.00

Complete 100%

City of Louisville

Geoff Nettleton 518-255-9399

2023 Concrete Replacement

Project # 301312-660022

General Contractor

\$1,320,654.20

Complete 100%

City of Lone Tree

Eric Barns 720-670-0925

2023 Concrete Replacement

Project # 2023-02 PW

General Contractor

\$669,580.00

Complete 100%



Detail Firm Employees

Triple M Construction, LLC is a family owned business established in 2012.

During our 12 years in business, our core group of employees have remained with the company. Due to the low turnover our employees have formed a very cohesive, efficient team. Our team is very knowledgeable on the construction of projects.

Following are the resumes of the owners, who actively participate on the job site and oversee directly work completed on the project.

Martin Moreno
7200 Quivas St. Denver, Co 80221
Triplemconstruction@aol.com

Professional Summary

- Construction equipment operator skilled at maneuvering the heavy machinery used to construct roads, bridges.
- Operator with more than 26 years of experience operating heavy duty machinery on diverse range of construction sites and projects.
- Construction equipment operator offering extensive experience operating Loaders for major state and local construction projects.

Skills

- Equipment Operator
- Backhoe loader
- Big backhoe
- Backhoe Digger
- Cat backhoe
- Grader
- Excavators
- Curb Machine
- Asphalt Paving
- Roller and compactors operation
- Skid steer loader

Work History

Operator, 03/2008 to 03/2013

Keene Concrete- 7110 Ivy St. Commerce City, Co 80022

- Applied asphalt on highways private roadways, parking lots and driveways
- Paved roadways using roller equipment
- Consistently assumed additional responsibilities and worked extended hours to meet project deadline
- Operated heavy equipment including motors graders, heavy loaders carryalls, bulldozers, backhoes, roller scrapers and tractors
- Concrete replacements
- Curb and gutter, sidewalks

Operator, Labor, 04/1992 to 03/2008

Concrete Work of Colorado- 1266 Rock Creek Circle Lafayette, Co 80026

- Applied asphalt on highways private roadways, parking lots and driveways
- Paved roadways using roller equipment
- Consistently assumed additional responsibilities and worked extended hours to meet project deadline
- Operated heavy equipment including motors graders, heavy loaders carryalls, bulldozers, backhoes, roller scrapers and tractors
- Concrete replacements
- Curb and gutter, sidewalks

Vice President 09/2012 to Present

Triple M Construction, LLC

- Superintendent
- Concrete replacement
- Curb & Gutter and Sidewalk
- Operates Equipment Backhoe, Loader, Bobcat
- Consistently assumed additional responsibilities, works extended hours to meet project deadlines

Martin Moreno Jr.
7200 Quivas St. Denver, Co 80221
Triplemconstruction@aol.com

Professional Summary

- Construction equipment operator skilled at maneuvering the heavy machinery
- Operator with more than 12 years of experience operating heavy duty machinery on diverse range of construction sites and projects.
- Construction equipment operator offering extensive experience operating Loaders for major state and local construction projects.

Skills

- Equipment Operator
- Backhoe loader
- Big backhoe
- Backhoe Digger
- Cat backhoe
- Grader
- Excavators
- Curb Machine
- Asphalt Paving
- Roller and compactors operation
- Skid steer loader

Work History

Secretary of Triple M Construction, LLC 09/2012 to Present
Triple M Construction, LLC

- Bidding
- Superintendent
- Operator

Mabel Moreno

7200 Quivas St. Denver CO 80221

720-331-6342

Mabel.moreno@aol.com

Professional Experience

BL International Beauty College, Denver Colorado United State

Assistant Manager Volunteer, Jan 2009 - Nov 2011

- Answer Phones, Take Messages, Return Calls, Run Errands, Data, Word Processing, Office Accounting, Student Enrollment Contract, Meetings, Invoice Billing

Moreno's Boutique, Nov 2003 - May 2003

- Customer Service, File and Organize Papers, Invoice Billing, Place Orders, Run Errands, Taxes and Accounting, Answer Calls, Meetings

Triple M Construction, LLC

President Sep 2012 - Present

- Bids, Answer Phones, Take Messages, Return Calls, Run Errands, Data, Payroll, Taxes, Meetings, Invoice Billing, File and Organize Papers

Education

- BL International Beauty College III, Denver, Colorado United States

Additional Skills

- Bilingual, Communication Skills, Interpersonal Abilities, Flexibility, Planning

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TRIPLE M CONSTRUCTION LLC

is a

Limited Liability Company

formed or registered on 09/27/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121538574 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/17/2025 that have been posted, and by documents delivered to this office electronically through 01/21/2025 @ 16:22:08 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/21/2025 @ 16:22:08 in accordance with applicable law. This certificate is assigned Confirmation Number 16917290 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Detail of Proposal

Proposed products and services – See Bid Proposal and bid documents. At this time there are no variations by Triple M Construction, LLC for the products and services requested by the City of Arvada.

Implementation Timeline – Triple M Construction, LLC will follow the City of Arvada guidance with an anticipated start date of March 2025 and completion date within the 100 day limit or at an agreed schedule of completion with the City of Arvada.

Warranties – Triple M Construction, LLC will abide by the 2 Year warranty as specified in the City of Arvada bid documents.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☒ Submit online at BidnetDirect.com
- ☒ Cover & Executive Summary.
- ☒ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☒ Details of Proposal – Proposed products & services, implementation timeline and warranties.
- ☒ Completed City Submittal Forms including this sheet and all other attachments specifically requested.
- ☒ Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, Performance Measures, and any other attachments requested.
- ☒ Bid Schedule - and All fee and costs associated with the proposal.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.

- ☒ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☒ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 MM #2 MM #3 MM

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____



Trade References

Brannan Sand and Gravel
2500 Brannan Way Denver CO 80229
Jennifer Zessin 720-323-5026

Dalco Industries
12600 E. 38th Ave Denver CO 80239
Mike Anderson 720-837-6823

TMA Construction Supple
800 E 71st Ave Denver CO 80229
Mary 303-295-6050

Bobcat of the Rockies
10397 Havana St Henderson CO 80640
Ward Williams 303-356-7425

BID BOND

We, the undersigned Triple M Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of Five Percent (5%) of the Total Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. 25-ST5-002.

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment Bond upon the forms prescribed by the City for the faithful performance of said Contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

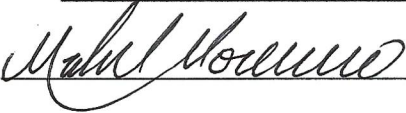
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 23rd day of January, 2025 and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: Triple M Construction, LLC

Address: 7200 Quivas St. Denver, CO 80221

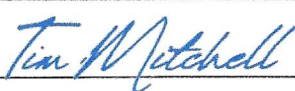
By: 

Title: Mabel Moreno, Managing Member

SURETY

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

By: 

Title: Tim Mitchell, Attorney-in-Fact

Attorney-in-Fact:

(SEAL)

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William R. Greer and Tim Mitchell of Trusted Advisors LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

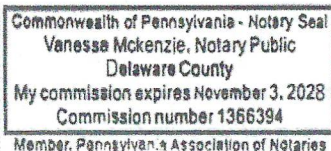
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of January, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

SURETY BOND SEAL ADDENDUM

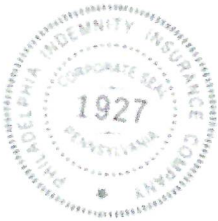
PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: _____

Michael Cundiff, Senior Vice President

BID PROPOSAL

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

FROM: Triple M Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. 24-ST5-095 entitled 2025 ADA Ramps and Concrete Replacement Program within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of Addendum Nos.

Initials: 1/MM 2/MM 3/MM

Bidder states that their:

Major Material Suppliers are:

Brannan Sand and Gravel
Dalco Industries
TMA Construction Materials

Material They Will Supply

Concrete, Asphalt, Roadbase
Domes
Cure, Rebar

Major Subcontractors are:

No Subcontractors

Work They Will Perform

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **100 working days** after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about **March 1, 2025**. The bidder shall agree to pay the owner the sum of \$3,300 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ 1,826,966.00

SUBMITTED BY:

Company Name: Triple M Construction LLC

Contact Names: Mabel Moreno/ Martin Moreno

Address: 7200 Quivas St Denver CO 80221

Phone: (720) 331-6342 Email(s): Triplemconstruction@aol.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: Mabel Moreno
Signature of Authorized Agent

01-22-2025
Date

46-1017143
FEIN

Mabel Moreno
Typed/Printed Name of Agent

President
Title of Agent

Triplemconstruction@aol.com
Agent email

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

BID SCHEDULE**CSB 24-ST5-095****2025 ADA Ramps and Concrete Replacement Program**

Fill in yellow fields ONLY

Contractor Name: Triple M Construction, LLC

ITEM	SPEC*	CONTRACT ITEM	QTY	UNIT	Unit Price	Extension
1	SC-16	REMOVE AND REPLACE 5'-3" WIDTH CURB, GUTTER AND SIDEWALK	4787	LF	\$ 58.00	\$ 277,646.00
2	SC-16	REMOVE AND REPLACE 6'-6" WIDTH CURB, GUTTER AND SIDEWALK	1600	LF	\$ 63.00	\$ 100,800.00
3	SC-19	REMOVE AND REPLACE 4'-6" THICKNESS CONCRETE SIDEWALK WITH 6" THICKNESS	1865	SY	\$ 75.00	\$ 139,875.00
4		REMOVE AND REPLACE 8" THICK CONCRETE FLATWORK	692	SY	\$ 115.00	\$ 79,580.00
5	SC-16	REMOVE AND REPLACE 18" WIDTH VERTICAL CURB AND GUTTER	163	LF	\$ 40.00	\$ 6,520.00
6	SC-16	REMOVE AND REPLACE 30" WIDTH VERTICAL CURB AND GUTTER	7225	LF	\$ 39.00	\$ 281,775.00
7	SC-17	REMOVE AND REPLACE CONCRETE CROSSSPAN	311	SY	\$ 120.00	\$ 37,320.00
8	SC-24	CDOT ADA CURB RAMP TYPE 2 - TWO RAMPS	140	EA	\$ 2,000.00	\$ 280,000.00
9	SC-24	CDOT ADA CURB RAMP TYPE 2 - ONE RAMP	5	EA	\$ 3,000.00	\$ 15,000.00
10	SC-24	CDOT ADA CURB RAMP TYPE 2 - DIRECTIONAL	92	EA	\$ 2,400.00	\$ 220,800.00
11	SC-24	CDOT ADA CURB RAMP TYPE 1	75	EA	\$ 2,400.00	\$ 180,000.00
12	SC-20	REMOVE CURB JUMP	8	EA	\$ 300.00	\$ 2,400.00
13	SC-21	STABILIZATION MATERIAL	500	TON	\$ 25.00	\$ 12,500.00
14	SC-29	UTILITY ADJUSTMENTS	8	EA	\$ 500.00	\$ 4,000.00
15	SC-30	INLET GRATE ADJUSTMENT	8	EA	\$ 500.00	\$ 4,000.00
16		REMOVAL OF ASPHALT MAT (<8")	50	SY	\$ 75.00	\$ 3,750.00
17	800.13	SIDEWALK CHASE	5	EA	\$ 3,000.00	\$ 15,000.00
18	SC-13	TRAFFIC CONTROL	1	LS	\$ 3,000.00	\$ 3,000.00
19	SC-37	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
20	SC-36	BEST MANAGEMENT PRACTICES (BMPS) FOR STORMWATER MANAGEMENT	1	LS	\$ 3,000.00	\$ 3,000.00
21	SC-6	MINOR CONTRACT REVISIONS	1	LS	\$ 150,000.00	\$ 150,000.00
TOTAL BID \$						1,826,966.00

*City of Arvada reference number to current Engineering Code of Standards and Specifications and/or project Special Conditions for the basis of Measurement and Payment

REQUIRED VENDOR SUBMITTAL FORMS

SUBMITTED BY:

Company Name: Triple M Construction, LLC

Contact Names: Sales/Customer Service Mabel Moreno/ Martin Moreno

Address: 7200 Quivas St Denver CO 80221

Phone: (720) 331-6342 Email(s): Triplemconstruction@aol.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: Mabel Moreno
Signature of Authorized Agent

01-22-2025
Date

46-1017143
FEIN

Mabel Moreno
Typed/Printed Name of Agent

President
Title of Agent

Triplemconstruction@aol.com
Agent email

Martin Moreno
Typed/Printed Name of Witness

Vice President
Title of Witness

Triplemconstruction@aol.com
Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: 0 % ____ Days, Net: 30 Days, Accept Visa without additional fee? NO

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: ____ Item # or Section: ____

Variance None

Page #: ____ Item # or Section: ____

Variance ____

Page #: ____ Item # or Section: ____

Variance ____

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

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

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. Triple M Construction, LLC will provide detailed invoices after meeting with the City inspector and confirming quantities for specified period
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. Triple M Construction, LLC will update project status monthly or as required after meeting with the City inspector
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. Changes or modifications to scope or quantity will be reviewed with the City inspector and if required submitted to the City for final approval within two weeks of requested changes
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. Progress billing and change orders or other will be mailed 95% of the time
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2024

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

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

PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112		CONTACT NAME: Scott Anderson CIC PHONE (A/C, No, Ext): 303-996-7833 E-MAIL: sanderson@crsdenver.com ADDRESS: sanderson@crsdenver.com		FAX (A/C, No): 303-757-7719
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Pinnacle Assurance		41190
		INSURER B : Sentry Insurance a Mutual Company		24988
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

INSURED
Triple M Construction, LLC.
7200 Quivas Street
Denver CO 80221

TRIP-L-7

COVERAGES

CERTIFICATE NUMBER: 1957491532

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0214768	3/4/2024	3/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☐ CLAIMS-MADE			A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4162664	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented Equipment			A0214768	3/4/2024	3/4/2025	Limit 100,000 Deductible 1,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Arvada
8101 Ralston Road
Arvada CO 80002

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

AUTHORIZED REPRESENTATIVE

Nathan M. Fennell



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

SUBJECT: R25-027, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of \$458,033.00

Report in Brief

PRESENTER: Carrie Espinosa

The purpose of this Intergovernmental Agreement is to allow the City of Arvada to enter into a funding agreement with the U.S. Department of Housing and Urban Development (HUD) to accept the 2024 Community Development Block Grant funds in the amount of \$458,033. The agreement supports the Community and Economic Development Strategic Result 5 to improve access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents.

The Arvada team recommends that the City Council approve R25-027, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of \$458,033.00.

Financial Impact

The City of Arvada will receive \$458,033.00 in Community Development Block Grant funding from the U.S. Department of Housing and Urban Development to support services for low to moderate income families in Arvada.

Background

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. On December 4, 2023, the Arvada City Council approved Resolution R23-112 approving the submission of the 2024 CDBG Annual Action Plan to HUD to allocate funds made available in the 2024 funding agreement. HUD has issued a 2024 funding agreement for signature.

Discussion

Our team evaluated the benefits of an intergovernmental agreement between the City of Arvada and the U.S. Department of Housing and Urban Development and determined this is in the best interest of the City and in support of strategic results and milestones within the Community and Economic Development worksystem. These funds will support programs such as the Essential Home Repairs Program and the Human Services Grants Program.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This agenda item supports the Community and Economic Development Strategic Result 5 to improve access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-027, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of \$458,033.00.

Suggested Motion:

I move that R25-027, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the amount of \$458,033.00, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	2/11/2025
Jessica Garner, Director of Community and Economic Development	2/11/2025
Gail Walker, Legal Specialist-Contracts	2/27/2025
Janelle Miller, Assistant City Attorney	2/27/2025
Rachel Morris, City Attorney	3/3/2025
Linda Haley, Acting City Manager	3/3/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-25-027

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT
("CDBG") FUNDING IN THE AMOUNT OF \$458,033.00

WHEREAS, the City of Arvada has the opportunity to enter into an Intergovernmental Agreement with the U.S. Department of Housing and Urban Development ("HUD") for funding from the 2024 Community Development Block Grant ("CDBG"); and

WHEREAS, CDBG funds assist in a variety of City programs that benefit low- and moderate-income Arvada residents; and

WHEREAS, the agreement supports City Council's strategic results related to both housing and homelessness, helping to improve access to diverse, safe, and affordable housing options and programs, and collaborating with government partners to advance services to individuals experiencing homelessness or at risk of experiencing homelessness.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 18th day of March, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

- (j) Grantee agrees to submit, within 60 days of receipt of the grant transmittal letter, an acceptable timeliness workout plan to address CDBG Timeliness Requirements at 24 CFR 570.902. Until a CDBG timeliness workout plan is received and accepted by the Region VIII CPD Field Office, the grantee will be unable to draw funds from Federal Fiscal Year 2024 grant. Failure to meet this deadline may result in HUD taking additional corrective and remedial actions.

Addendum # 1 to Agreement B-24-MC-08-0001
Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Signature:

X

Date

(mm/dd/yyyy):

Title:

/ /

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

SUBJECT: R25-028, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee

Report in Brief

Presenter: Carrie Espinosa

This agenda item includes consideration of a resolution that details the revisions and adoption of the bylaws for the Arvada Housing Advisory Committee. Per Section 4, Resolution No. R22-095, the Arvada City Council must approve all changes to the bylaws governing the Housing Advisory Committee.

The City team recommends approval of R25-028, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee.

Financial Impact

There is no fiscal impact associated with this agenda item.

Background

On May 4, 2022, the Arvada City Council held a study session that determined that a Housing Advisory Committee should be created to further the City's goal of increasing affordable housing. The purpose of the Housing Advisory Committee is as follows:

- a) Provide recommendations to support the City Council in setting the vision and policies to support affordable housing in Arvada;
- b) To render advice and recommendations to the Arvada City Council using research-based recommendations and community feedback regarding the planning and implementation of City programs and services to preserve and increase the supply of affordable housing in the City of Arvada, to the extent such programs and services are supported by the City of Arvada City Council Strategic Plan; and
- c) To facilitate community education and engagement of housing initiatives, programs, strategies, developments and potential partnerships to support Arvada's strategic plan goal of improving access to quality housing that is attainable to a broad range of income levels and meeting its diverse housing needs.

On November 7, 2022, the Arvada City Council approved R22-095, A Resolution Establishing a Housing Advisory Committee. This resolution included the adoption of the bylaws that govern the Housing Advisory Committee.

On January 6, 2025, staff recommended revisions to the bylaws to allow for efficient scheduling of meetings and to define "affordable housing." During the business meeting, members of the Arvada City Council proposed removing the term "affordable" from the bylaws to expand the scope of the Housing Advisory Committee to include housing other than low and middle-income. The proposed bylaws were rejected to give staff time to review Council's request.

On February 10, 2025, staff held a study session with the Council to review proposed revisions to the bylaws. The term "affordable" was removed and the scope of the Housing Advisory Committee was defined as meeting the housing needs outlined on the most recent version of the Arvada Housing Needs Assessment. After robust discussion, it was determined that the scope of the Housing Advisory Committee would be to make recommendations to the Arvada City Council related to

meeting the needs of the Housing Needs Assessment and provide input and recommendations on housing policy per City Council request. The full scope of the Housing Advisory Committee, as written in the proposed bylaws, is as follows:

- a) Provide recommendations to support the City Council in setting the vision and policies to support affordable housing in Arvada in addressing the housing needs identified in the 2024 Housing Strategic Plan, adopted by City Council on May 20, 2024 and all future Housing Needs Assessments that need to be evaluated and published every six years as required by Colorado Revised Statute 24-32-3702.
- b) To render advice and recommendations to the Arvada City Council using research-based recommendations and community feedback regarding the planning and implementation of City programs and services to preserve and increase the supply of affordable housing needs identified in the most recent housing assessment in the City of Arvada, to the extent such programs and services are supported by City of Arvada City Council Strategic Plan.
- c) To facilitate community education and engagement in housing initiatives, programs, strategies, developments, and potential partnerships to support Arvada's strategic plan goal of improving access and supply of quality housing that is attainable to a broad range of income levels and meeting its diverse housing needs aligns with the identified needs and stated goals of the most recent housing assessment.
- d) To provide input and recommendations on housing policy as requested by City Council.

A redlined copy containing all proposed changes to the Housing Advisory Committee bylaws is included in the Council packet.

Discussion

The recommended action facilitates the adoption of revised bylaws for the Arvada Housing Advisory Committee.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This agenda item aligns with the following Arvada City Council Strategic Results:

- Housing: Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-028, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee.

Suggested Motion:

I move that R25-028, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	2/24/2025
Jessica Garner, Director of Community and Economic Development	2/25/2025
Gail Walker, Legal Specialist-Contracts	2/27/2025
Emily Grogg, Senior Assistant City Attorney	2/27/2025
Rachel Morris, City Attorney	3/3/2025
Linda Haley, Acting City Manager	3/3/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-028

A RESOLUTION REVISING AND ADOPTING BYLAWS FOR THE ARVADA
HOUSING ADVISORY COMMITTEE

WHEREAS, on November 7, 2022 (Resolution No. R22-095), Arvada created the Housing Advisory Committee for the purpose of advising City Council on setting the vision and policies to support affordable housing in Arvada; and

WHEREAS, the Housing Advisory Committee has identified a number of minor revisions to improve the practical operation of the Committee including the ability to set meeting dates each year, allowing for a Councilmember alternate, and establishing a standard quorum as a majority; and

WHEREAS, City Council identified further revisions regarding the role and purpose of the Housing Advisory Committee at a study session held on February 10, 2025; and

WHEREAS, per Section 4, Resolution No. R22-095, City Council must approve all changes to the bylaws and rules of procedure governing the Housing Advisory Committee.

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

Section 1. Pursuant to Section 4, Resolution No. R22-095, the Arvada City Council hereby adopts the attached revised bylaws governing the operation of the Arvada Housing Advisory Committee.

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

APPROVED AND ADOPTED this 18th day of March, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**BYLAWS AND RULES OF PROCEDURE OF THE
HOUSING ADVISORY COMMITTEE OF THE CITY OF ARVADA, COLORADO**

ARTICLE I - NAME AND PURPOSE

Section 1. These bylaws and rules of procedure have been adopted by the Housing Advisory Committee and approved by the City Council.

Section 2. This committee shall be known as the Housing Advisory Committee of the City of Arvada (the "Committee") as established by resolution (Resolution No. R22-095) of the Arvada City Council ("City Council").

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

- a) Provide recommendations to support the City Council in setting the vision and policies to support Arvada in addressing the housing needs identified in the 2024 Housing Strategic Plan, adopted by City Council on May 20, 2024, and all future Housing Needs Assessments that need to be evaluated and published every six years as required by Colorado Revised Statute §24-32-3702.
- b) To render advice and recommendations to the Arvada City Council using research-based recommendations and community feedback regarding the planning and implementation of City programs and services to preserve and increase the supply of housing needs identified in the most recent housing assessment in the City of Arvada, to the extent such programs and services are supported by City of Arvada City Council Strategic Plan.
- c) To facilitate community education and engagement of housing initiatives, programs, strategies, developments, and potential partnerships to support Arvada's strategic plan goal of improving access and supply of quality housing that aligns with the identified needs and stated goals of the most recent housing assessment.
- d) To provide input and recommendations on housing policy as requested by City Council.

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

ARTICLE II - DUTIES

Section 1. The duties of the Committee include:

- a) Participate in the development of a Housing Strategic Plan that recommends goals, actions, and policies to inform the development and preservation of housing that meets Arvada's identified needs, which will be presented to City Council for approval;

- b) Provide recommendations to Arvada City Council on matters related to innovations in housing policy and programs that are based on evidence-based studies and quantitative data;
- c) Provide recommendations to Arvada City Council on matters related to community engagement regarding housing-related projects, programs, and services consistent with the stated purpose of the Housing Advisory Committee;
- d) Review annual progress reports from the Arvada Housing and Preservation Resources Division regarding implementation of the Housing Strategic Plan;
- e) Provide public education services to the Arvada community specifically designed to increase local knowledge and understanding about housing, and barriers, and strategies to achieve City Council's strategic goals related to supporting the identified housing needs;
- f) Provide recommendations to Arvada City Council that address barriers to housing and focus on equitable, energy-efficient, and high-quality housing outcomes for Arvada; and

ARTICLE III - MEMBERSHIP

Section 1. Eligibility of Membership

- a) The Committee shall be composed of nine regular members who shall serve without compensation. The Committee members shall be appointed and confirmed by the Arvada City Council.
- b) All Committee members must act in accordance with the city's mission, vision and values and applicable City of Arvada policies of employee conduct.
- c) Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sexual orientation, or veteran status in any of its activities or operations.
- d) Committee members shall consist of a representative from the following categories:
 - i. City Council Liaison or designated City Council alternate
 - ii. Arvada Resident Advocate for Housing
 - iii. AURA Board Member
 - iv. Housing Developer who has experience with low-income housing tax credit (LIHTC) funding
 - v. Arvada resident who has benefitted from human services programs or grant funding
 - vi. Arvada Small Business Owner

- vii. Expert in energy efficiency, renewable energy and green building
- viii. Arvada-based Realtor
- ix. Member or Volunteer from a non-profit human services agency

Section 2. Term of Members.

- a) The appointed Committee members shall serve four-year terms and may be appointed for no more than two terms.

Section 3. Vacancies and Removal

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

Section 4. Attendance

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

Section 5. Conflicts of Interest

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

ARTICLE IV - MEETINGS

Section 1. The Committee shall hold quarterly meetings. The date, time, and location for the subsequent four meetings will be designated by affirmative vote of the Committee at the first regular meeting after May 1st of the year and posted on the City's website. The agenda of such meeting shall be sent via email to all Committee members and posted on the City's website at least 24 hours prior to the date of each meeting.

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

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

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

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

Section 5. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. A quorum for the transaction of business shall consist of 5 Committee members. It shall be the responsibility of the staff liaison, or in the staff liaison's absence the Chair, to determine whether there is a quorum at each meeting. A representative attending a meeting on a Committee member's behalf shall not count towards a quorum. No official action may be taken by the Committee unless a quorum is present. However, if a quorum is not present, the meeting may still be conducted for the purposes of status reporting and discussion of items.

Section 6. The Chair, Vice Chair, or staff liaison shall establish the agenda for each meeting.

Section 7. Any Board member who has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.

ARTICLE V - OFFICERS

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

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

Section 3. A vacancy in the office of Chair shall be filled automatically by the Vice-Chair, and a new Vice-Chair shall be elected at the next regular meeting of the Committee from among the regular members. A vacancy in the office of Vice-Chair shall be filled at the next regular meeting of the Committee by election from among the regular members. The officers so elected shall serve until the next annual meeting.

Section 4. The Executive Director of the Housing Authority or the Executive Director's designee shall be the Committee's staff liaison. The staff liaison shall keep the minutes of each Committee meeting, shall conduct all official correspondence with the City Manager and City Council, and will generally supervise the clerical and technical work of the Committee. Meeting minutes will be sent to the City Manager, City Council, and Department Director following each Committee meeting.

ARTICLE VI - PARLIAMENTARY PROCEDURES

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

ARTICLE VII - AMENDMENTS

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

BYLAWS AND RULES OF PROCEDURE OF THE HOUSING ADVISORY COMMITTEE OF THE CITY OF ARVADA, COLORADO

ARTICLE I - NAME AND PURPOSE

Section 1. These bylaws and rules of procedure have been adopted by the Housing Advisory Committee and approved by the City Council.

Section 2. This committee shall be known as the Housing Advisory Committee of the City of Arvada (the "Committee") as established by resolution (Resolution No. R ~~XX-XXX~~22-095) of the Arvada City Council ("City Council").

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

- a) Provide recommendations to support the City Council in setting the vision and policies to support ~~affordable housing in~~ Arvada in addressing the housing needs identified in the 2024 Housing Strategic Plan, adopted by City Council on May 20, 2024 and all future Housing Needs Assessments that need to be evaluated and published every six years as required by Colorado Revised Statute 24-32-3702.
- b) To render advice and recommendations to the Arvada City Council using research-based recommendations and community feedback regarding the planning and implementation of City programs and services to preserve and increase the supply of ~~affordable~~ housing needs identified in the most recent housing assessment in the City of Arvada, to the extent such programs and services are supported by City of Arvada City Council Strategic Plan.
- c) To facilitate community education and engagement of housing initiatives, programs, strategies, developments, and potential partnerships to support Arvada's strategic plan goal of improving access and supply of ~~to~~ quality housing that ~~is attainable to a broad range of income levels and meeting its diverse housing needs~~ aligns with the identified needs and stated goals of the most recent housing assessment.

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

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Section 1. The duties of the Committee include:

- a) Participate in the development of a Housing Strategic Plan that recommends goals, actions, and policies to inform the development and preservation of ~~affordable~~ housing that meets Arvada's identified needs, which will be presented to City Council for approval;
- b) Provide recommendations to Arvada City Council on matters related to innovations in housing policy and programs that are based on evidence-based studies and quantitative data;

- c) Provide recommendations to Arvada City Council on matters related to community engagement regarding ~~affordable~~—housing-related projects, programs, and services consistent with the stated purpose of the Housing Advisory Committee;
- d) Review annual progress reports from the Arvada Housing and Preservation Resources Division regarding implementation of the Housing Strategic Plan;
- e) Provide public education services to the Arvada community specifically designed to increase local knowledge and understanding about ~~affordable~~—housing, and barriers, and strategies to achieve City Council’s strategic goals related to ~~affordable housing~~supporting the identified housing needs;
- f) Provide recommendations to Arvada City Council that address barriers to housing and focus on equitable, energy-efficient, and high-quality housing outcomes for Arvada; and
- ~~g) Communicate Committee recommendations on a semi-annual basis with the Arvada City Council.~~

ARTICLE III - MEMBERSHIP

Section 1. Eligibility of Membership

- a) The Committee shall be composed of nine regular members who shall serve without compensation. The Committee members shall be appointed and confirmed by the Arvada City Council.
- b) All Committee members must act in accordance with the city’s mission, vision and values and applicable City of Arvada policies of employee conduct.
- c) Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sexual orientation, or veteran status in any of its activities or operations.
- d) Committee members shall consist of a representative from the following categories:
 - i. City Council Liaison or designated City Council alternate
 - ii. Arvada Resident Advocate for Affordable Housing
 - iii. AURA Board Member
 - iv. Affordable Housing Developer
 - v. Arvada resident who has benefitted from human services programs or grant funding
 - vi. Arvada Small Business Owner
 - vii. Expert in energy efficiency, renewable energy and green building

- viii. Arvada-based Realtor
- ix. Member or Volunteer from a non-profit human services agency

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Section 3. Vacancies and Removal

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

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- c) Any absence from a Committee meeting due to sickness of a Committee member, the death of a member of the member's family, court subpoena, or absence from the City, shall be considered an excused absence. Other absences may be deemed excused at the discretion of the Chair. All other absences shall be considered unexcused.
- d) If an appointed Committee member has more than three unexcused absences in a calendar year, such Committee member may be excused from the Committee by the Chair. A replacement representative will be appointed by the City Council as appropriate to fill the Committee member's position.

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

ARTICLE IV - MEETINGS

Section 1. ~~The Committee shall hold quarterly meetings. The date, time, and location for the subsequent four meetings will be designated by affirmative vote of the Committee at the first regular meeting after May 1st of the year and posted on the City's website. A regular quarterly meeting of the Committee shall be held at a regularly scheduled at the Annual Meeting, for the following year. The Annual Meeting is to occur after May 1st of each year. Ddate and time at a site designated by affirmative vote of the Committee and will be posted on the Division of Housing Preservation and Resources website.~~ The agenda of such meeting shall be sent via email to all Committee members and posted on the ~~Division of Housing Preservations and Resources~~ City's website at least 24 hours prior to the date of each meeting.

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

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Section 6. The Chair, Vice Chair, or staff liaison shall establish the agenda for each meeting.

Section 7. Any Board member who has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.

ARTICLE V - OFFICERS

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Section 3. A vacancy in the office of Chair shall be filled automatically by the Vice-Chair, and a new Vice-Chair shall be elected at the next regular meeting of the Committee from among the regular members. A vacancy in the office of Vice-Chair shall be filled at the next regular meeting of the Committee by election from among the regular members. The officers so elected shall serve until the next annual meeting.

Section 4. The Executive Director of the Housing Authority or the Executive Director's designee shall be the Committee's staff liaison. The staff liaison shall keep the minutes of each Committee meeting, shall conduct all official correspondence with the City Manager and City Council, and will generally supervise the clerical and technical work of the Committee. Meeting minutes will be sent to the City Manager, City Council, and Department Director following each Committee meeting.

ARTICLE VI - PARLIAMENTARY PROCEDURES

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

ARTICLE VII - AMENDMENTS

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



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

SUBJECT: R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support Homeless Street Outreach Services

Report in Brief

Presenter: Carrie Espinosa

The City of Arvada was awarded grant funding from the Colorado Department of Local Affairs Division of Housing (DOH) totaling \$88,000. The grant funds will support the city's efforts to offer street outreach services to support people experiencing homelessness. DOH drafted the grant agreement and requests the City's approval.

The Arvada team recommends that the City Council approve R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support Homeless Street Outreach Services.

Financial Impact

The DOLA grant provides \$88,000 in grant funding to the City of Arvada to support homelessness initiatives. The source of the DOLA grant is Proposition 123 state income tax revenue.

Background

DOLA's Homelessness Resolution Program allows local governments, Continuums of Care, homeless service providers and non-profit organizations to apply for grant funding to prevent homelessness and enable individuals and families experiencing or at risk of homelessness to move toward permanent housing.

The objectives of the Homelessness Resolution Program are:

- To end homelessness by connecting those experiencing or at risk of homelessness to the appropriate resources as quickly as possible
- Increase the number and quality of housing resources for individuals and families experiencing homelessness
- Operate emergency shelter facilities, prioritizing shelters that are low barrier and housing focused
- Provide essential social services for those living outdoors, in emergency shelters, at risk of homelessness, or in rental assistance programs

On August 12, 2024, the City of Arvada submitted an application to DOLA requesting a total of \$288,000 to increase resources to address the following needs:

- Street outreach- Funding request: \$163,000 The funds would support services such as vital documents needed for housing, bus tickets, outreach supplies, cold weather gear, and a vehicle for the homeless resolution case managers.
- Homelessness Prevention- Funding request \$125,000 The funds would provide rental assistance for households at risk of eviction and staff salary

SUBJECT: R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support Homeless Street Outreach Services	PAGE: 2 ITEM: 8.B.3.
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On January 16, 2025, the City team was notified that DOLA awarded \$88,000 to the City of Arvada for street outreach services.

Discussion

The City has experienced growth in the number of individuals and households experiencing homelessness or at-risk of homelessness. Resources to prevent homelessness or assist people in exiting homelessness are very limited and cannot meet the current demand. The DOLA grant funding will allow the City to continue offering direct services to individuals and families in need.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This agenda item supports the City of Arvada City Council Strategic Plan Homelessness Strategic Goal 3: Research and seek one time and recurring funding options, including grants and regional agreements in support of homelessness services.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support Homeless Street Outreach Services.

Suggested Motion:

I move that R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support Homeless Street Outreach Services, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	2/28/2025
Jessica Garner, Director of Community and Economic Development	2/28/2025
Gail Walker, Legal Specialist-Contracts	3/3/2025

SUBJECT: R25-029, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs, Division of Housing to Support Homeless Street Outreach Services

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Emily Grogg, Senior Assistant City Attorney

3/3/2025

Rachel Morris, City Attorney

3/3/2025

Linda Haley, Acting City Manager

3/3/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-029

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE COLORADO DEPARTMENT
OF LOCAL AFFAIRS, DIVISION OF HOUSING TO SUPPORT
HOMELESSNESS SERVICES

WHEREAS, Article XIV, Section 18(2) of the Constitution of the State of Colorado encourages and authorizes intergovernmental agreements; and

WHEREAS, The Colorado Department of Local Affairs (DOLA) Homelessness Resolution Program offers an opportunity for local governments and non-profit organizations to apply for grant funding to improve the quality of programs and services for individuals who lack housing or are at risk of homelessness; and

WHEREAS, The City has experienced growth in the number of individuals and households experiencing homelessness or at-risk of homelessness; resources to prevent homelessness or assist people in exiting homelessness are very limited and cannot meet the current demand; and

WHEREAS, On August 12, 2024, the City of Arvada submitted an application to DOLA requesting a total of \$288,000 to increase resources to address street outreach, emergency shelter, and bridge housing to support people experiencing homelessness; and

WHEREAS, On January 16, 2025, the City team was notified that DOLA awarded the City of Arvada \$88,000 to support street outreach services.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 18th day of March, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

State of Colorado Grant Agreement Cover Page

State Agency Department of Local Affairs for the benefit of the Division of Housing	Agreement Encumbrance Number H5PEH34200
Grantee City of Arvada	CMS Number 196510
Grantee UEI N/A State Funds	Agreement Performance Beginning Date The later of the Effective Date or April 1, 2025
Agreement Maximum Amount \$88,000.00	Initial Agreement Expiration Date March 31, 2026
Funding Program: Homelessness Resolution Program	Fund Expenditure End Date March 31, 2026
Funding Source: State	Catalogue of Federal Domestic Assistance # n/a

Agreement Authority - Authority for this Agreement arises from §24-32-705(1)(i) C.R.S and §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

Agreement Purpose - Assist agencies that provide Emergency Shelter, Street Outreach, Homeless Prevention, Rapid Re-housing and Data Collection and improve the quality of services for individuals who lack housing or are at risk of homelessness.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

- Exhibit A – Applicable Laws
- Exhibit B – Statement of Work
- Exhibit C – Reserved
- Exhibit D – FAQ
- Exhibit E – PII Certification
- Exhibit F – Reserved
- Exhibit G – Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §19 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B – Statement of Project
4. Exhibit A – Applicable Laws
5. Exhibit D – FAQ
6. Exhibit G – Sample Option Letter
7. Exhibit E – PII Certification

Principal Representatives

For the State:
Alison George, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
alison.george@state.co.us

For Grantee:
Lauren Simpson, Mayor
City of Arvada
8101 Ralston Rd
Arvada, CO 80002
lsimpson@arvada.org

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE

City of Arvada

By: Lauren Simpson, Mayor

Date: _____

DIVISION OF HOUSING

Contract Reviewer

By: Kristin Toombs, Deputy Director of Division of Housing

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Beulah Messick, Controller Delegate

Date: _____

Grant Agreement

CMS#: 196510

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1. Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO (the “State”) [acting by and through the Department of Local Affairs \(“DOLA”\) for the benefit of the Division of Housing \(“DOH”\)](#). Grantee and the State agree to the terms and conditions in this Agreement.

2. Term and Effective Date

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement

in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Method and Content

- i. The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

- ii. **Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

- iii. **Payments**

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "Award" [Reserved].
- C. "Budget" means the budget for the Work described in **Exhibit B, §5.2**.
- D. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- F. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- G. "Effective Date" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- H. "End of Term Extension" means the time period defined in **§2.D**.
- I. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

- J. “Extension Term” means the time period defined in §2.C.
- K. “Federal Award” [Reserved].
- L. “Federal Awarding Agency” [Reserved].
- M. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- O. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. “Initial Term” means the time period defined in §0.
- Q. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.
- R. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.
- S. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- T. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et seq., C.R.S.
- U. “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- V. “Project” means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.

- W. “Subject Property” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- X. “Recipient” [Reserved].
- Y. “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- BB. “State Fiscal Year” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- EE. “Subrecipient” [Reserved].
- FF. “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- GG. “Uniform Guidance” [Reserved].
- HH. “Work” means the Goods delivered and Services performed pursuant to this Agreement.
- II. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as

defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until

after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

[Reserved].

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described on the Cover Page, as described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in §5.4 of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to §5.2.4 of **Exhibit B**. Grantee's costs for Work performed after the Initial Agreement Expiration Date shown on the Cover Page for this

Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Periodic Reports

In addition to any reports required pursuant to §§6, 7 & 16 of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of Federal or State criminal law involving fraud, bribery or gratuity

violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the “Record Retention Period”) of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor’s performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State’s risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, et seq., then Grantee shall submit a copy of the results of that audit

to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease

to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S. In addition, as set forth in § 24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit E on an annual basis Grantee's duty and obligation to certify as set forth in Exhibit E shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflicts Of Interest

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Ethical Principles

Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this §10 that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one (1) fire.

C. Automobile Liability

If applicable, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §10.A through §10.E above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.
- ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$25,000.
- iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.
- iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.
- v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed

operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as

described in §12 for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2CFR 200.410)

[Reserved].

g. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. State's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal

representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. Copyrights [Reserved].

ii. Patents [Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed

by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. Restrictions on Public Benefits

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq.* when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

- A. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,
- B. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

18. General Provisions

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Agreement.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in **§18.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue

[Reserved].

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to Exhibit G, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an

amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

L. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other

than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

S. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification

[\[Reserved\]](#).

W. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all applicable State and Federal Law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

X. Accessibility

- i. Grantee shall comply with and Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and

software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein.

Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance applicable to this Agreement include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, *et seq.*
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, *et seq.*
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*
4. Equal Pay Act of 1963, 29 U.S.C. 206(d).
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, *et seq.*
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, *et seq.*
10. §24-34-301, *et seq.*, C.R.S. (Colorado Civil Rights).
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, *et seq.*, implementing regulations at 49 CFR Part 24.
13. Davis-Bacon Act, 40 U.S.C. 3141, *et seq.*, implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, *et seq.*, implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”), 2 CFR Part 200.
16. Colorado Local Government Audit Law, §29-1-601, *et seq.*, C.R.S.
17. Colorado Housing Act of 1970, §24-32-701, *et seq.*, C.R.S.
18. §24-75-601, *et seq.*, C.R.S. (Funds – Legal Investments).
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301, *et seq.*).
20. Emergency Solutions Grants Program, 24 CFR Parts 91 and 576.

END OF EXHIBIT A

Exhibit B, Statement of Work

Exhibit C, Reserved

Exhibit D, FAQ

Exhibit E, PII Certification

STATE OF COLORADO

**THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury
that the Organization has not and will not use or disclose any Personal Identifying Information, as
defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating
with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration
laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§
1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-
issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the
Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency

Department of Local Affairs,
for the benefit of the Division of Housing

Existing CMS Numbers

000000, 000000 (A1), 000000 (OL1)

(Previous) Agreement Maximum Amount

\$0,000,000.00

**(Previous) Initial Agreement Expiration
Date**

\$0,000,000.00

**(Previous) Fund Expenditure End Date
Month XX, 2024****Grantee**

[Name]

Encumbrance #

H5PEH00000

New CMS #

000000

(New) Agreement Maximum Amount

\$ (No change)

(New) Initial Agreement Expiration Date

\$ (No change)

(New) Fund Expenditure End Date

Month XX, 2024 (No change)

1. **OPTIONS:** *(Select all that are applicable.)* In accordance with **\$18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- ☐ A. Initial Agreement Expiration Date.
- ☐ B. Fund Expenditure End Date.
- ☐ C. Agreement Maximum Amount.
- ☐ D. Project Budget.
- ☐ E. Payment Schedule.
- ☐ F. Milestones.
- ☐ G. Service Area.
- ☐ H. Responsible Administrator.
- ☐ I. Remittance Address.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
- B. **For use with Option 1(B):** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.
- C. **For use with Options 1(C):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
- D. **For use with Option 1(D):** The Project Budget in **§5.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

5.2. Project Budget

Source	Amount
[Activity]	
[Activity]	
Total	\$ 0.00

- E. **For use with Option 1(E):** The **Payment Schedule** in §6.1 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

6.1. Payment Schedule

Payment	Amount	Timing
Interim Payment(s)	\$0.00	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$0.00	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$0.00	N/A

- F. **For use with Option 1(F):** The **Milestones** in §3.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Milestone]	[Date]
[Milestone]	[Date]

- G. **For use with Option 1(G):** The **Service Area** in §3.3 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

- H. **For use with Option 1(H):** The **Responsible Administrator** in §4.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

4.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

- I. **For use with Option 1(I):** The **Remittance Address** in §6.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

6.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Grant:

[Grantee Name]
[Street Address]

[City, State Zip Code]

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SIGNATURE PAGE

STATE OF COLORADO

Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Beulah Messick, Controller Delegate

Date: _____

Exhibit B

Intergovernmental Agreement Between the City of Arvada
and the Colorado Department of Local Affairs Division of
Housing to Support Homeless Street Outreach Services

EXHIBIT B

STATEMENT OF PROJECT

1. GENERAL DESCRIPTION OF THE PROJECT

- 1.1. Project Description.** The goal of the Homelessness Resolution Program (“HRP”) is to improve the quality of programs and services for individuals who lack housing or are at risk of homelessness. HRP provides funding for [Street Outreach](#) associated with managing these programs. Grant Funds may only be used for Eligible Activities as defined in §8.1 and listed in §5.2, **Project Budget** of this **Exhibit B**. Grantee is responsible for completing the Project and submitting all required reporting and other documentation in the manner and timeframes set forth herein.

2. DEFINITIONS

The following definitions are in addition to definitions appearing in the central Grant Agreement and other Exhibits.

- 2.1. “Area Median Income (AMI)”** means income limits, determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes
- 2.2. “Beneficiaries”** mean the persons or households who are the end users that benefit from the Project.
- 2.3. “Comparable Database”** means a relational database that meets all Homeless Management Information Systems (HMIS) data standards and the minimum standards of HMIS privacy and security requirements, including the Department of Housing and Urban Development’s (HUD) most recent reporting standards and comma separated value (“CSV”) format specifications.
- 2.4. “Continuum of Care (CoC)”** means a HUD-identified region that promotes communitywide commitment to the goal of ending homelessness and provides funding for efforts by nonprofit providers and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimizes self-sufficiency among individuals and families experiencing homelessness.
- 2.5. “Coordinated Entry System”** (also referred to as the Coordinated Assessment System, Centralized Entry, or Assessment System) means a regional, client-centered process that enables communities to assess and identify the housing and support needs of individuals experiencing homelessness. Coordinated Entry Systems also match the right level of

services and housing intervention as quickly and efficiently as possible while respecting client choice and local providers.

- 2.6. **“Fair Market Rent”** is the statistic developed by HUD to determine payments for various housing assistance programs, including the rent ceilings allowed in HRP.
- 2.7. **“Fiscal Agent”** means any Grantee that intends to pass funding received from DOH in this Grant Agreement to another agency that will perform the activities outlined in §5.2 (Project Budget) of this **Exhibit B**.
- 2.8. **“Fund Expenditure Date”** means the last date the Grantee may incur costs through this grant agreement.
- 2.9. **“Homeless Management Information System (HMIS)”** is a local information technology system used to collect client-level data on providing housing and services to homeless individuals, families, and persons at risk of homelessness.
- 2.10. **“Initial Agreement Expiration Date”** means the date on which the Parties’ respective performances under this Agreement shall terminate, as defined by §2.B of the main body of this Agreement, unless sooner terminated or further extended per the terms of this Agreement.
- 2.11. **“Neighborhood Grants Management System”** means the DOH platform used to collect pay requests and quarterly reports.
- 2.12. **“Pre-Agreement Costs”** when applicable, means the costs incurred on or after the date as specified in §5.3. Such costs shall be specifically authorized by the State and incorporated in this **Exhibit B**.
- 2.13. **Progressive Engagement** means a services model that seeks to match services and resources to the participants presenting needs. It is an approach to helping households end homelessness as rapidly as possible, despite barriers, with minimal financial and support resources.
- 2.14. **Rent Reasonableness** means the HUD standard that ensures rents are reasonable and comparable to unassisted units in the same market.

3. DELIVERABLES

- 3.1. **Outcome.** This Project will serve individuals and families currently experiencing or at risk of experiencing homelessness under the Grantee’s approved application.

- 3.2. Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
Submit certificate of insurance and all other compliance documentation	Within 20 days of Agreement Execution
Submit requests for reimbursement at least quarterly	On-going
Submit Quarterly Performance and Evaluation Report	On-going
Provide DOH access to client data	On-going
Submit Project Completion Report per §7.4.4	4/14/2026

- 3.3. Service Area.** The activities within this grant may provide service in [Jefferson](#), and the State of Colorado. Grantees may also serve individuals referred to them through their regional Coordinated Entry Systems, even if that individual or household(s) currently lives outside this service area.

4. PERSONNEL

- 4.1. Replacement.** Grantee shall immediately notify the State if the Responsible Administrator specified in §4.2 or any other Grantee key personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, their qualifications, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Grantee to suspend Work until replacements are approved. All notices sent under this subsection shall follow §14 of the Grant.
- 4.2. Responsible Administrator.** The Grantee's performance hereunder shall be under the direct supervision of the [Carrie Espinosa \(caespinosa@arvada.org\)](#), the administrator responsible for this Project.

5. FUNDING

The State-provided funds shall be limited to the amount specified under the "State HRP Funds" column of §5.2, **Project Budget**, below.

- 5.1. Matching Funds.** [Reserved].

5.2. Project Budget

Eligible Activity	State HRP Funds
Street Outreach	\$88,000.00
Total	\$88,000.00

- 5.3. Pre-Agreement Costs.** [\[Reserved\]](#).

- 5.4. Budget Line Adjustments.** The grantee is authorized to modify the amount of individual budget line items, subject to the state's approval, by up to 10% of the initial budget for each component. However, the grantee cannot transfer funding to administration budget lines. Before making any adjustments, the grantee must provide written notification to and receive written approval from the state.

5.5. Grantee may *not*:

5.5.1. Adjust budget amounts between eligible activities without the prior written consent of the State. (The State may make such adjustments via an Option Letter. See **Exhibit G.**)

5.5.2. Amend any of the terms of this Grant except per the **Modification** subsection of the **General Provisions** of the Grant Agreement.

6. PAYMENT

Payment provision per §7 of this Grant.

6.1. **Payment Schedule.** Grant Funds received from the State must be in used within 15 days, with any excess funds returned to the State.

Payment	Amount	Timing
Interim Payment(s)	\$87,000.00	Paid upon receipt of actual expense documentation and written requests from the Grantee to reimburse eligible approved program activities.
Final payment	\$1,000.00	Paid upon project completion and DOLA approval
Total	\$88,000.00	

6.2. **Remittance Address.** If mailed, payments shall be remitted to the following address unless changed per §16 of the Grant:

CITY OF ARVADA
8101 RALSTON ROAD
ARVADA, CO 80002

6.3. **Interest.** Grantee or Subgrantee may keep interest earned from federal funds up to \$100 per year for administrative expenses.

7. ADMINISTRATIVE REQUIREMENTS

7.1. **Fiscal Agents.** Grantees who meet the definition of Fiscal Agent in §2 of this **Exhibit B** and plan to pass funds received in this agreement to another agency must have DOH-approved HRP policies and procedures. CDOH's HRP Policies and Procedures Manual can be found at <https://doh.colorado.gov/homelessness-resolution-program>. Grantees may not be allowed to pass funds received in this agreement to another agency if DOH does not approve their policies and procedures.

7.2. **Accounting.** The grantee shall maintain properly segregated accounts of Grant Funds, Matching Funds, and other funds associated with the Project and make those records available to the State upon request.

7.3. **Audit Report.** If an audit is performed on the Grantee's records for any fiscal year covering a portion of the term of this Grant or any other agreement/contract with DOLA, the Grantee shall submit the final audit report, including a report per the Single Audit.

To: Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 321

Denver, CO 80203

or email to: dola.audit@state.co.us and elia.martin@state.co.us

*If Grantee received over \$750,000 in federal funds during the fiscal year covered in the most recent audit, upload of the Single Audit to Federal Audit Clearinghouse is a requirement of HRP funding provided through this Agreement.

7.4. Reporting. Grantee shall submit the following reporting to DOLA every quarter. DOLA may withhold payment if such reports are not submitted timely.

7.4.1. Performance and Evaluation Report. Grantee shall submit a Performance and Evaluation Report from HMIS or a comparable database within twenty (20) calendar days of the end of each calendar quarter and within twenty (20) calendar days of any request by DOLA.

7.4.1.1. HMIS Compliance. Grantee agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD), which governs the Homeless Management Information System (HMIS). HUD requires Grantees and Subgrantees of McKinney-Vento Act Funds to collect electronic data on their homeless clients through HMIS. HUD requires Grantees and subgrantees serving victims of domestic violence to use an HMIS-comparable database that meets data requirements outlined per HUD regulations. Programs that receive funding through McKinney-Vento and produce a Consolidated Annual Performance and Evaluation Report (CAPER) must also collect program-level data elements. These programs include HRP. The Grantee shall conform to the HMIS policies established and adapted by the regional Continuum of Care (CoC). The Grantee's aggregate HMIS performance data for projects shall be available to the funder to improve system performance and assist with monitoring. Technical assistance and training resources for HMIS are available to the Grantee via the Colorado HMIS Helpdesk, which is available to all HRP Grantees and can be accessed by submitting a request for assistance via the "Submit a Request" button at coHMIS.zendesk.com/hc/en-us. Technical assistance and training are provided based on requests by the Grantee.

7.4.1.2. HUD Continuum of Care (CoC) Data Standards. Effective October 2023, HUD released updated HMIS Data Standards, and the Grantee must update reporting based on these new standards. DOLA and its grantees will collect universal and continuum of care (CoC) program-specific elements. See <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf> for a list of these required elements. The Grantee must attend any CoC-provided HMIS training on data collection requirements for these revised standards.

7.4.1.3. Security. All workstations, desktops, laptops, and servers connected to the Grantee's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The Grantee's HMIS computers and networks must meet the following standards:

- Secure location
- Workstation username and password
- Virus protection with auto-update
- Locking password-protected screen saver
- Individual or network firewall
- PKI-certificate installed or static IP address

7.4.1.4. Data Quality Standards

- The Grantee must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
- DOLA reserves the right to request Data Quality reports from Colorado HMIS for the Grantee's HRP-funded programs every month.
- DOLA reserves the right to participate in on-site HMIS audits.
- DOLA reserves the right to request Data Timeliness tests from Colorado HMIS anytime on Grantee's programs in HMIS.
- DOLA reserves the right to request detailed CAPERs displaying client-level and aggregate-level data from Colorado HMIS during the Project's operating year. CAPERs are subject to monitoring to track annual Project goals and outcomes per HUD and CoC requirements. The Grantee's data will be consolidated with other HRP Subgrantees and DOLA data to fulfill HUD annual reporting requirements.
- DOLA reserves the right to access Grantee's HMIS Web portal to review real-time client data to ensure Grantee adheres to the data quality standards required by the designated Colorado Continuum of Care.

7.4.2. Project Completion Report. Grantee shall submit a Project Completion Report in such form and substance as is acceptable to DOLA by the date set forth in **§3.2.**

7.5. Monitoring. The State shall monitor this Grant per its Risk-Based Monitoring Policy and **§§7(B)** and **(C)** of the Grant.

8. HRP ACTIVITIES

Grantee shall ensure that all project activities are under 24 C.F.R. Parts 84, 85, 91, and 576, as well as all related regulations and requirements. Only costs incurred for HRP-funded activities, as detailed in **§5.2** above, are reimbursable. Activities and related services/costs allowed under HRP, but not necessarily under this Grant, are detailed below.

8.1. Eligible Activities.

8.1.1. Emergency Shelter Component. Subject to the expenditure limit in §576.100(b), HRP funds may provide essential services to homeless families and individuals in emergency shelters, renovate buildings to use as emergency shelters for homeless families and individuals, and operate emergency shelters.

8.1.1.1. Essential services. HRP funds may provide essential services to individuals and families who are in an emergency shelter, as follows:

8.1.1.1.1. Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the program participant's needs is eligible. Component services and activities consist of:

- Using the centralized or coordinated assessment system as required under §576.400(d);
- Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.1.2. Childcare. The childcare costs for program participants, providing food, and comprehensive and coordinated sets of appropriate developmental activities are eligible. The children must be under 13 unless they are disabled. Disabled children must be under the age of 18. The child-care center must hold a license from the jurisdiction in which it operates for its costs to be eligible.

8.1.1.1.3. Education services. When the program participant needs to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment, and testing; individual or group instruction; tutoring; providing books, supplies, and instructional material; counseling; and referral to community resources.

8.1.1.1.4. Employment assistance and job training. The costs of employment assistance and job training programs are eligible, including classroom, online, and computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is eligible. Learning skills include those skills to secure and retain a job, including acquiring vocational licenses and certificates. Services that assist individuals in securing employment include employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

8.1.1.1.5. Outpatient health services. Eligible costs are for licensed medical professionals' direct outpatient treatment or services of medical conditions. HRP funds may pay for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants in understanding their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

8.1.1.1.6. Legal services. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided and by a person(s) under the supervision of the licensed attorney regarding matters that interfere with the program participant's ability to obtain and retain housing. HRP funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants. Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings,

and counseling. Fees based on the actual service performed (*i.e.* fee for service) are also eligible, but only if the cost would be less than hourly fees. Filing fees and other necessary court costs are also eligible. If the Subgrantee is a legal services provider and performs the services, the eligible costs are the Subgrantee's employees' salaries and other costs necessary to perform the services. Legal services for immigration and citizenship matters and mortgage requests are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

8.1.1.1.7. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during physical or mental illness, domestic violence, substance use, and homelessness are eligible. These services are necessary to assist the program participant in functioning independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

8.1.1.1.8. Mental health services. Eligible costs are the direct outpatient treatment by licensed professionals for mental health conditions. HRP funds may provide these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems to resolve the problem positively or improve individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of crisis interventions, individual, family, or group therapy sessions, the prescription of psychotropic medications or explanations about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

8.1.1.1.9. Substance abuse treatment services. Eligible substance abuse treatment services are to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. HRP funds may only pay for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of client intake, assessment, and outpatient treatment for up to 30 days. Group and individual

counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

8.1.1.1.10. Transportation. Eligible costs include the transportation costs of the participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

- The cost of a program participant's travel on public transportation;
- If service workers use their vehicles, mileage allowance for service workers to visit program participants;
- The cost of purchasing or leasing a vehicle for the Grantee or Subgrantee in which staff transports program participants and staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
- The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

8.1.1.1.11. Services for special populations. HRP funds may provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

8.1.1.2. Renovation. [Reserved].

8.1.1.3. Shelter Operations. Eligible maintenance costs (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the emergency shelter operation.

8.1.2. Street Outreach. Subject to the expenditure limit in §576.100(b), HRP funds may pay for the costs of providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under

paragraph (1)(i) of the “homeless” definition under §576.2. The eligible costs and requirements for essential services consist of

- 8.1.2.1. Engagement.** The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them to provide immediate support, intervention, and connections with homeless assistance programs and mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
- 8.1.2.2. Case management.** The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the program participant's needs. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under §576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- 8.1.2.3. Emergency health services.** Eligible costs are for the direct outpatient treatment of medical conditions provided by a licensed medical professional operating in community-based settings, including streets, parks, and other places where unsheltered homeless people live. HRP funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants in understanding their health needs; providing direct or assisting program participants in obtaining appropriate emergency medical treatment; and providing medication and follow-up services.
- 8.1.2.4. Emergency mental health services.** Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living. HRP funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community. Mental health services are the application of therapeutic

processes to personal, family, situational, or occupational problems to resolve the problem positively or improve individual or family functioning or circumstances. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, an explanation of the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

8.1.2.5. Transportation. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

- The cost of a program participant's travel on public transportation;
- If service workers use their vehicles, mileage allowance for service workers to visit program participants;
- The cost of purchasing or leasing a vehicle for the Grantee or Subgrantee in which staff transports program participants and staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and
- The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

8.1.2.6. Services for special populations. HRP funds may provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

8.1.3. Homeless Management Information Systems - Data Collection and Evaluation.

8.1.3.1. Data collection. Reporting for HRP will be conducted using Homeless Management Information Systems (HMIS) or a comparable client-level database for Domestic Violence Shelters. Therefore, reasonable and appropriate costs associated with operating an HMIS for collecting and reporting data required under HRP and analyzing patterns of use of HRP funds are eligible.

8.1.3.2. Eligible costs. Eligible costs include (a) the purchase or leasing of computer hardware, purchase of software or software licenses, (b) purchase or leasing equipment, including telephones, faxes, and furniture, (c) staffing associated with operating HMIS including data

collection, completing data entry, monitoring and reviewing data quality, completing data analysis, reporting to the HMIS lead, training staff on using the HMIS or comparable database, implementing and complying with HMIS requirements.

8.1.3.3. Ineligible costs. Ineligible HMIS activities include, without limitation, the development of new software systems.

8.1.3.4. Coordinated Assessment. Grantee and Subgrantee shall participate in the coordinated assessment process and collect consistent baseline data to ensure better HMIS data collected is consistent across the State and Continuum of Care.

8.1.3.5. Evaluation. Grantee and Subgrantee(s) must comply if asked to participate in HUD-sponsored research and evaluation of HRP. Eligible costs include costs for Grantee participation in HUD research and evaluation of the program.

8.1.4. Administration. Cost of overall program management, coordination, monitoring, and evaluation. These costs include but are not limited to, necessary expenditures for the following:

8.1.4.1. Salaries, wages, and related costs of the Grantee's staff, the staff of Subgrantees, or other staff engaged in program administration. In charging costs to this category, the Grantee may either include the entire salary, wages, and related costs allocable to the program of each person's *primary* responsibilities concerning the program involving program administration assignments or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The Grantee may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

- Preparing program budgets and schedules and amendments to those budgets and schedules;
- Developing systems for assuring compliance with program requirements;
- Developing interagency agreements and agreements with Subgrantees and contractors to carry out program activities;
- Monitoring program activities for progress and compliance with program requirements;
- Preparing reports and other documents directly related to the program for submission to HUD;
- Coordinating the resolution of audit and monitoring findings;
- Evaluating program results against stated objectives; and
- Managing or supervising persons whose primary responsibilities concerning the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

- 8.1.4.2. Travel costs incurred for monitoring of Subgrantees;
- 8.1.4.3. Administrative services performed under third-party contracts or agreements, including general legal, accounting, and audit services; and
- 8.1.4.4. Other costs for goods and services required for program administration include rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
- 8.1.4.5. Administrative costs *do not* include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities, as specified above, such as Grantee or Subgrantee staff salaries, costs of conducting housing inspections, and other operating costs. These costs should fall under one of the other eligible activity categories in this §7.1.

8.1.5. Rapid Re-housing. HRP funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400. Grantee and Subgrantees must not make payments directly to Program Participants, only to third parties, such as property owners or utility companies. In addition, an assisted property may not be owned by the Grantee, Subgrantee or the parent, subsidiary or affiliated organization of the Subgrantee.

8.1.5.1. Rental Assistance. Short and medium-term rental assistance is tenant-based rental assistance that may be used to allow individuals and families to obtain rental units. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4-24 months.

8.1.5.2. Financial Assistance Costs. HRP funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

8.1.5.2.1. Rental application fees. HRP funds may pay for the rental housing application fee that is charged by the owner to all applicants.

8.1.5.2.2. Security and Utility Deposits. HRP funds may be used to pay for security deposits, including utility deposits, for eligible Program Participants. In contrast to the requirements

regarding rental assistance payments, security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as the assistance from the other housing subsidy program does not include security and utility deposits.

8.1.5.2.3. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from HRP funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 12 months during any 3-year period.

8.1.5.2.4. Utility Payments. HRP funds may be used for up to 18 months of utility payments, including up to 6 months of utility payments in arrears, for each Program Participant, provided that the Program Participant or a member of his/her household has an account in his/her name with the utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from the utility company.

8.1.5.2.5. Moving Cost Assistance. HRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the Program Participant is in housing, whichever is shorter.

8.1.5.3. Services costs., HRP funds may be used to pay the costs of providing the following services:

8.1.5.3.1. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- Assessment of housing barriers, needs, and preferences;
- Development of an action plan for locating housing;
- Housing search;
- Outreach to and negotiation with owners;
- Assistance with submitting rental applications and understanding leases;
- Assessment of housing for compliance with HRP requirements for habitability, lead-based paint, and rent reasonableness;

- Assistance with obtaining utilities and making moving arrangements; and
- Tenant counseling

8.1.5.3.2. Housing stability case management. HRP funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- Conducting re-evaluations required under § 576.401(b).

8.1.5.4. Mediation. The cost of mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

8.1.5.5. Legal services. The cost of legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

8.1.5.6. Credit repair. The cost of credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

8.1.5.7. Re-Evaluations. Grantee or Subgrantee must re-evaluate each Program Participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for Program Participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

8.1.5.7.1. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and

8.1.5.7.2. The program participant lacks sufficient resources and support networks necessary to retain housing without HRP assistance.

8.1.6. Homelessness Prevention. HRP funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400. Grantee and Subgrantees must not make payments directly to Program Participants, only to third parties, such as landlords or utility companies. In addition, an assisted property may not be owned by the Grantee, Subgrantee or the parent, subsidiary or affiliated organization of the Subgrantee.

8.1.6.1. Rental Assistance. Short and medium-term rental assistance is tenant-based rental assistance that may be used to allow individuals and families to obtain rental units. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4-24 months.

8.1.6.2. Financial Assistance Costs. HRP funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

8.1.6.2.1. Rental application fees. HRP funds may pay for the rental housing application fee that is charged by the owner to all applicants.

8.1.6.2.2. Security and Utility Deposits. HRP funds may be used to pay for security deposits, including utility deposits, for eligible Program Participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as the assistance from the other housing subsidy program does not include security and utility deposits.

8.1.6.2.3. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from HRP funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 12 months during any 3-year period.

8.1.6.2.4. Utility Payments. HRP funds may be used for up to 18 months of utility payments, including up to 6 months of utility payments in arrears, for each Program Participant, provided that the Program Participant or a member of his/her household has an account in his/her name with the utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from the utility company.

8.1.6.2.5. Moving Cost Assistance. HRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the Program Participant is in housing, whichever is shorter.

8.1.6.3. Services costs., HRP funds may be used to pay the costs of providing the following services:

8.1.6.3.1. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- Assessment of housing barriers, needs, and preferences;

- Development of an action plan for locating housing;
- Housing search;
- Outreach to and negotiation with owners;
- Assistance with submitting rental applications and understanding leases;
- Assessment of housing for compliance with HRP requirements for habitability, lead-based paint, and rent reasonableness;
- Assistance with obtaining utilities and making moving arrangements; and
- Tenant counseling

8.1.6.3.2. Housing stability case management. HRP funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- Conducting re-evaluations required under § 576.401(b).

8.1.6.4. Mediation. The cost of mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program

participant from losing permanent housing in which the program participant currently resides.

- 8.1.6.5. Legal services.** The cost of legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- 8.1.6.6. Credit repair.** The cost of credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- 8.1.6.7. Re-Evaluations.** Grantee or Subgrantee must re-evaluate each Program Participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for Program Participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:
 - 8.1.6.7.1.** The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - 8.1.6.7.2.** The program participant lacks sufficient resources and support networks necessary to retain housing without HRP assistance.

8.2 Ineligible and Prohibited Activities.

8.2.1 Duplication of Other Resources. HRP intends to provide funding for housing expenses to persons who are homeless or who would be homeless if not for this assistance. Therefore, financial assistance or services to pay for expenses available through other programs are not eligible. Case managers should work to link Program Participants to these other resources. **Mortgage Costs.** Financial assistance may not pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable, including the development and implementation of any mortgage assistance activity costs including, but not limited to, short-term subsidies to defray mortgage arrearages. **Other Activities.** HRP funds may not pay for the following items: credit card bills or other consumer debt; clothing and grooming; home furnishings; pet care; entertainment activities; work or education-related materials; and cash assistance to Program Participants. HRP funds may not pay to develop discharge planning programs in mainstream institutions such as hospitals, jails, or prisons. Finally, training for case managers and program administrators is an eligible administrative cost as long as it is directly related to HRP operations through this agreement. HRP funds may not pay for certifications, licenses, and general training classes. Programs may not charge fees to HRP Participants. Any HRP funds used to support Program Participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to Program Participants. If funds are used for ineligible activities as determined by the State or HUD, the Grantee must promptly remit the ineligible costs to the State.

END OF EXHIBIT B

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REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

SUBJECT: R25-030, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, A Section of 64th Avenue Right-of-Way approximately Located at 15812 West 64th Avenue

Report in Brief

PRESENTER: Rob Smetana

This resolution is in the nature of a technical housekeeping measure, intended to ensure compliance with the "Municipal Annexation Act," Section 31-12-101 et seq. Section 31-12-110 of the Act states that "upon completion of the hearing [i.e., the public hearing on annexation], the governing body of the annexing municipality, by resolution, shall set forth its findings of fact and its conclusions based thereon with reference to the following matters: [those set forth in the attached resolution]." Section 31-12-111 goes on to state that, after the resolution (assuming the resolution determines that the requirements of Section 31-12-104 and 31-12-105 have been met, no election is required, etc.), the governing body may thereupon annex the area by ordinance.

The requirements of Sections 31-12-104 and 31-12-105, as referenced in the resolution (and as asserted in the Petition for Annexation), are technical requirements of eligibility for annexation (e.g., 1/6 contiguity, etc.). Meeting those requirements does not mandate annexation of a given property, thus, in annexation proceedings, Council has the prerogative to adopt such a resolution (finding compliance with the technical requirements of Sections 31-12-104 and 31-12-105) and then reject the companion annexation ordinance (if, for example, it finds that such annexation is not in the best interests of the City).

The Arvada team recommends that the City Council Approve R25-030, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, A Section of 64th Avenue Right-of-Way approximately Located at 15812 West 64th Avenue.

Financial Impact

N/A

Background

Right-of-Way in front of 15812 West 64th Ave. The Right-of-Way was previously dedicated to the City but never annexed.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The annexation is a legal formality that brings the property into compliance with surrounding Right-of-Way.
	Complies	Annexation into the City of Arvada requires conformance with the contiguity

2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.		requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the perimeter of the property to be contiguous with the City of Arvada. This property exceeds the state's required one-sixth contiguity requirement. The annexation brings the property into compliance with the Arvada City Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	This is city-owned Right-of-Way and is therefore non-developable except for future sidewalk or street improvements, or development entryways.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for the annexation took place in April 2020. The applicant, staff, and approximately 60 neighbors were in attendance. No comments were made regarding the annexation of Right-of-Way.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

The Planning Commission voted 6 to 0 with 1 absent to recommend approval of the annexation to Council on November 12, 2024.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve R25-030, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, A Section of 64th Avenue Right-of-Way approximately Located at 15812 West 64th Avenue.

Suggested Motion:

I move that R25-030, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, A Section of 64th Avenue Right-of-Way approximately Located at 15812 West 64th Avenue, be (approved) (rejected).

Prepared by:

SUBJECT: R25-030, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, A Section of 64th Avenue Right-of-Way approximately Located at 15812 West 64th Avenue

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ITEM: 10.A.

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	1/17/2025
Jessica Garner, Director of Community and Economic Development	1/21/2025
Gail Walker, Legal Specialist-Contracts	1/21/2025
Emily Grogg, Senior Assistant City Attorney	2/10/2025
Rachel Morris, City Attorney	3/3/2025
Linda Haley, Acting City Manager	3/3/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-030

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS
AS TO THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF ARVADA,
COLORADO, A SECTION OF 64TH AVENUE RIGHT-OF-WAY APPROXIMATELY
LOCATED AT 15812 WEST 64TH AVENUE

WHEREAS, the City Council of Arvada, Colorado has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of §31-12-107(1) C.R.S.; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the county Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and §§31-12-104 and 31-12-105 C.R.S., to establish eligibility for annexation.

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, a section of 64th Avenue right-of-way, approximately located at 15812 West 64th Avenue, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the following findings pursuant to Colorado State law:

1. That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community interest exists between the territory proposed to be annexed and the City.
2. That the area proposed to be annexed is urban or will be urbanized in the near future.
3. That the area proposed to be annexed is integrated or is capable of being integrated in the City.
4. That no land held in identical ownership has been divided or included without written consent of the owner thereof.
5. That no annexation proceedings have been commenced by another municipality.
6. That the annexation will not result in the detachment of area from a school district.

7. That the annexation will not result in the extension of a municipal boundary more than three miles.
8. That the City has in place a plan for said three mile area.
9. That in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.
10. That an election is not required under §31-12-107(2) C.R.S.
11. That no additional terms or conditions are imposed which require an election under §31-12-107(2) C.R.S.

Section 2. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, a section of 64th Avenue right-of-way, approximately located at 15812 West 64th Avenue, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the additional following findings pursuant to Arvada's Land Development Code:

1. That the annexation is in accord with the Comprehensive Plan and the best interest of the City would be served by annexation of the subject property.
2. That the subject property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement.
3. That at the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.

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

APPROVED AND ADOPTED this 18th day of March, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

SUBJECT: CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4889) (Presenter: Rob Smetana, Planning Manager)

Report in Brief

PRESENTER: Rob Smetana, Planning Manager

Annexation of a portion of the West 64th Ave roadway (i.e. right-of-way) that is owned by the City of Arvada but was never annexed into the City. This is a legal formality and clean-up and does not change ownership or maintenance requirements of the roadway or sidewalk.

The Arvada team recommends that the City Council approve CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado

Financial Impact

This annexation will have no financial impact on the City.

Background

Right-of-Way in front of 15812 West 64th Ave. The Right-of-Way was previously dedicated to the City but never annexed.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The annexation is a legal formality that brings the property into compliance with surrounding Right-of-Way.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the perimeter of the property to be contiguous with the City of Arvada. This property exceeds the state's required one-sixth contiguity requirement. The annexation brings the property into compliance with the Arvada City Code.

SUBJECT: CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4889) (Presenter: Rob Smetana, Planning Manager)

PAGE: 2
ITEM: 10.B.

3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.

Complies

This is city-owned Right-of-Way and is therefore non-developable except for future sidewalk or street improvements, or development entryways.

Public Contact

NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for the annexation took place in April 2020. The applicant, staff, and approximately 60 neighbors were in attendance.

No comments were made regarding the annexation of Right-of-Way.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

Commission Recommendation

The Planning Commission voted 6 to 0 with 1 absent to recommend approval of the annexation to Council on November 12, 2024.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado.

SUBJECT: CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4889) (Presenter: Rob Smetana, Planning Manager)

PAGE: 3
ITEM: 10.B.

Suggested Motion:

I move that CB25-003, An Ordinance Annexing Certain Land Into The City Of Arvada, A Section of 64th Avenue Right-Of-Way Approximately Located at 15812 W 64th Avenue, In The City of Arvada, County of Jefferson, State of Colorado, be (approved on final reading, numbered 4889 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	1/17/2025
Josie Suk, Development Systems and Administrative Manager	2/11/2025
Jessica Garner, Director of Community and Economic Development	2/12/2025
Gail Walker, Legal Specialist-Contracts	2/27/2025
Emily Grogg, Senior Assistant City Attorney	2/28/2025
Rachel Morris, City Attorney	3/3/2025
Linda Haley, Acting City Manager	3/3/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-003
ORDINANCE NO. 4889

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA, A SECTION OF 64TH AVENUE RIGHT-OF-WAY APPROXIMATELY LOCATED AT 15812 WEST 64TH AVENUE, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, and comprising more than fifty percent of the landowners of the property to be annexed.
2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.
3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

All of that parcel of land as described and conveyed to the City of Arvada in that certain warranty deed recorded August 6, 2001 at Reception No. F1292906, lying within the Northwest quarter (NW ¼) of Section 12, Township 3 South, Range 70 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, more particularly described in Exhibit A, Legal Description of Annexable Lands.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said

annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 4th day of March 2025.

PASSED, ADOPTED, AND APPROVED this 18th day of March, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

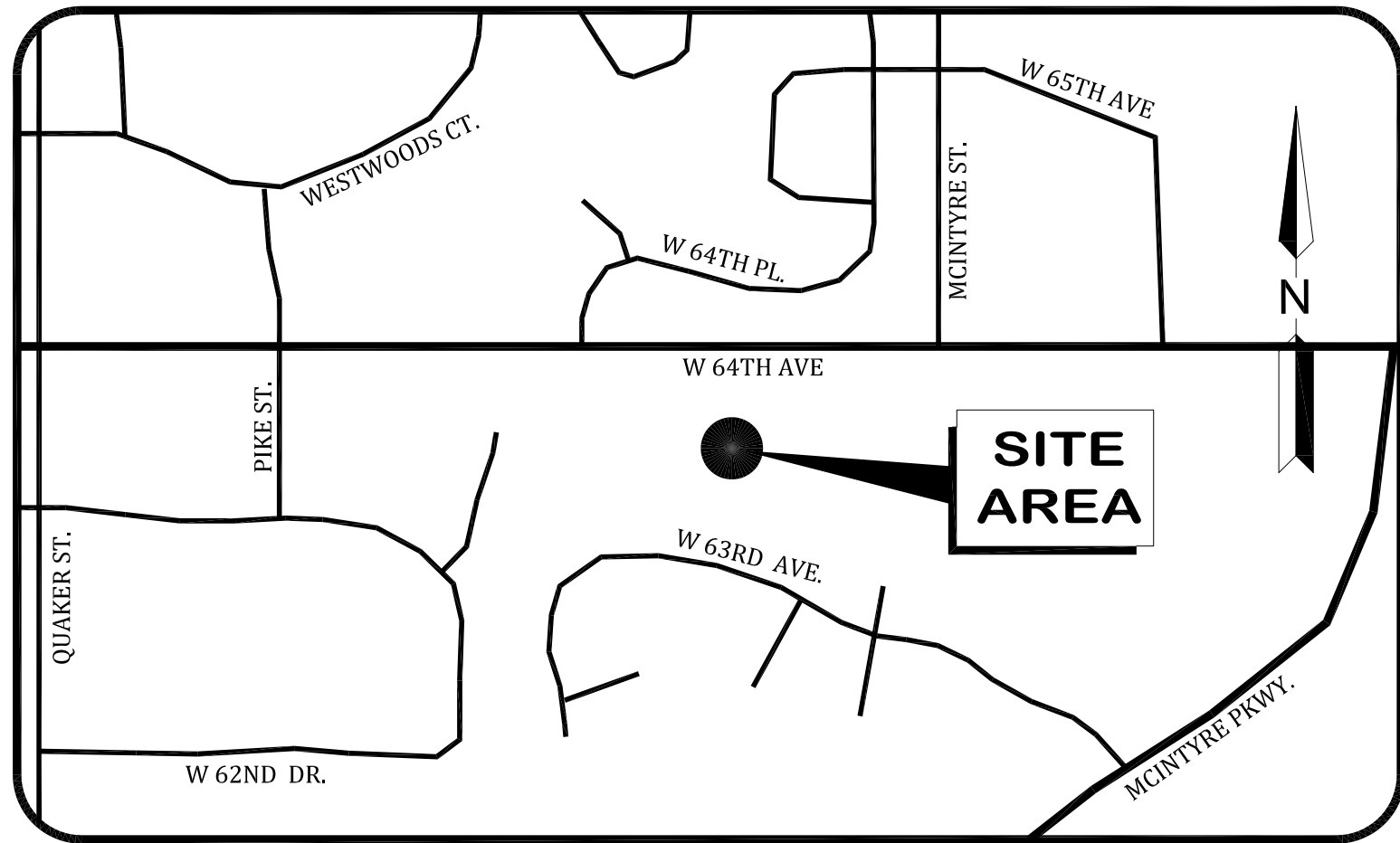
By: _____

Publication Dates: March 6, 2025
 March 20, 2025

MAYORS HILL ANNEXATION MAP NO. 2

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 3 SOUTH,
RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

Sheet 1 of 1



VICINITY MAP
Scale: 1"=500'

LIST OF SYMBOLS AND ABBREVIATIONS

○	MONUMENT FOUND, AS NOTED
(C)	CALCULATED
(R)	RECORD
(M)	MEASURED
---	ADJOINING LOT OR PARCEL LINE
---	EXISTING CITY OF ARVADA CORPORATE LIMITS
---	EXISTING CITY OF ARVADA CORPORATE LIMITS CONTIGUOUS WITH PROPOSED ANNEXATION LANDS BOUNDARY
---	NEW CITY OF ARVADA CORPORATE BOUNDARY PER THIS ANNEXATION MAP
---	EXISTING EASEMENT OF RECORD
---	PUBLIC LANDS SURVEY SECTION LINE

CONTIGUITY TABULATION

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION: 664.32 L.F.
ONE-SIXTH OF TOTAL PERIMETER OF AREA: 110.72 L.F.
PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS: 664.32 L.F.
THE TOTAL CONTIGUOUS PERIMETER IS 100.00%, WHICH EXCEEDS THE 1/6 PERIMETER LENGTH REQUIRED.

LEGAL DESCRIPTION OF ANNEXABLE LANDS

ALL OF THAT PARCEL OF LAND AS DESCRIBED AND CONVEYED TO THE CITY OF ARVADA IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 6, 2001 AT RECEPTION No. F1292906, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) BEARS NORTH 89°19'10" WEST A DISTANCE OF 2618.51 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 89°19'10" WEST, 509.51 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE, SOUTH 00°00'53" EAST, 23.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°00'53" EAST, 32.00 FEET TO A POINT;
2. NORTH 89°19'10" WEST, 300.16 FEET TO A POINT;
3. NORTH 00°00'33" WEST, 32.00 FEET TO A POINT;
4. SOUTH 89°19'10" EAST, 300.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,604 SQUARE FEET OR 0.220 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON THE FOLLOWING TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY:

ORDER No. 22000310802, WITH AN EFFECTIVE DATE OF DECEMBER 21, 2022 AT 5:00 P.M.

3. FIELD SURVEY COMPLETION DATE: NOVEMBER 28, 2022.

4. UNIT OF MEASUREMENT: THE LINEAR UNIT OF MEASUREMENT FOR THIS SURVEY IS THE INTERNATIONAL FOOT, DEFINED AS EXACTLY 0.3048 METER.

BASIS OF BEARINGS

NORTH 89°19'10" WEST A DISTANCE OF 2618.51 FEET, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS DEFINED AND MEASURED BETWEEN A FOUND 2-1/2" DIAMETER ALUMINUM CAP IN RANGE BOX, PLS 36561 AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) AND A FOUND 1-1/2" DIAMETER ILLEGIBLE RUSTED BRASS CAP IN CONCRETE IN A RANGE BOX AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4).

APPROVAL CERTIFICATE

APPROVED FOR FILING BY THE CITY OF ARVADA ON THIS ____ DAY OF _____, 20 ____.

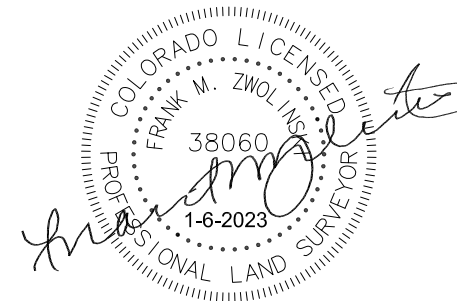
MAYOR _____ ATTEST: _____
CITY CLERK

ORDINANCE NUMBER(S): _____

SURVEYOR'S CERTIFICATE

I, FRANK M. ZWOLINSKI, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY DESCRIBES THE LAND TO BE ANNEXED BY THE CITY OF ARVADA. I FURTHER CERTIFY THAT THE PERIMETER LENGTH OF SAID LAND IS GREATER THAN 1/6 CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE CITY OF ARVADA. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-(1)(a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

FRANK M. ZWOLINSKI, P.L.S.
Colorado License No. 38060
For and on behalf of Power Surveying Company, Inc.
6911 Broadway
Denver, CO 80221
(303) 702-1617



COUNTY CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO THIS ____ DAY OF _____, 20 ____.

JEFFERSON COUNTY CLERK AND RECORDER

BY: _____
DEPUTY CLERK



TYPE OF SUBMITTAL:	ANNEXATION MAP
PREPARATION DATE:	JANUARY 6, 2023
REVISION DATE	
REVISION DATE	
REVISION DATE	
JOB No. 501-22-174	Dwg No. 501-22-174.dwg

PETITION FOR ANNEXATION

NAME OF ANNEXATION: West 64th Avenue Annexation

APPROXIMATE LOCATION: Approx. 15812 West 64th Avenue, Arvada, CO

PETITION FOR ANNEXATION OF UNINCORPORATED TERRITORY IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, TO THE CITY OF ARVADA, STATE OF COLORADO

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION (See Exhibit A)

In support of the said Petition, your Petitioner alleges that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.
3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.
7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.

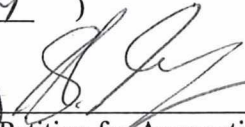
8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.
9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.
10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
11. The Signer(s) of the Petition comprise(s) the landowner(s) of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioner(s) further request(s) that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: Linda Haley
Owner's Name: Linda Haley
Address: 8101 Ralston Rd. Arvada CO 80002
Date of signing: 11/26/24

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Shane Greenburg , being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).
2. That each signature thereon is the signature of the person whose name it purports to be.

NOTARY CERTIFICATE

STATE OF COLORADO)
) ss.

COUNTY OF Jefferson)

Subscribed and sworn to before me this 26 day of November, 2024.

(SEAL)

Witness my hand and seal:



My commission expires: 7/24/2027

CATHLEEN DRAKE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234027820 MY COMMISSION EXPIRES JULY 24, 2027
--

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXABLE LANDS

ALL OF THAT PARCEL OF LAND AS DESCRIBED AND CONVEYED TO THE CITY OF ARVADA IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 6, 2001 AT RECEPTION No. F1292906, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 89°19'10" WEST, 509.51 FEET TO A POINT;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°00'53" EAST, 23.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°00'53" EAST, 32.00 FEET TO A POINT;
2. NORTH 89°19'10" WEST, 300.16 FEET TO A POINT;
3. NORTH 00°00'33" WEST, 32.00 FEET TO A POINT;
4. SOUTH 89°19'10" EAST, 300.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,604 SQUARE FEET OR 0.220 ACRES OF LAND, MORE OR LESS.

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

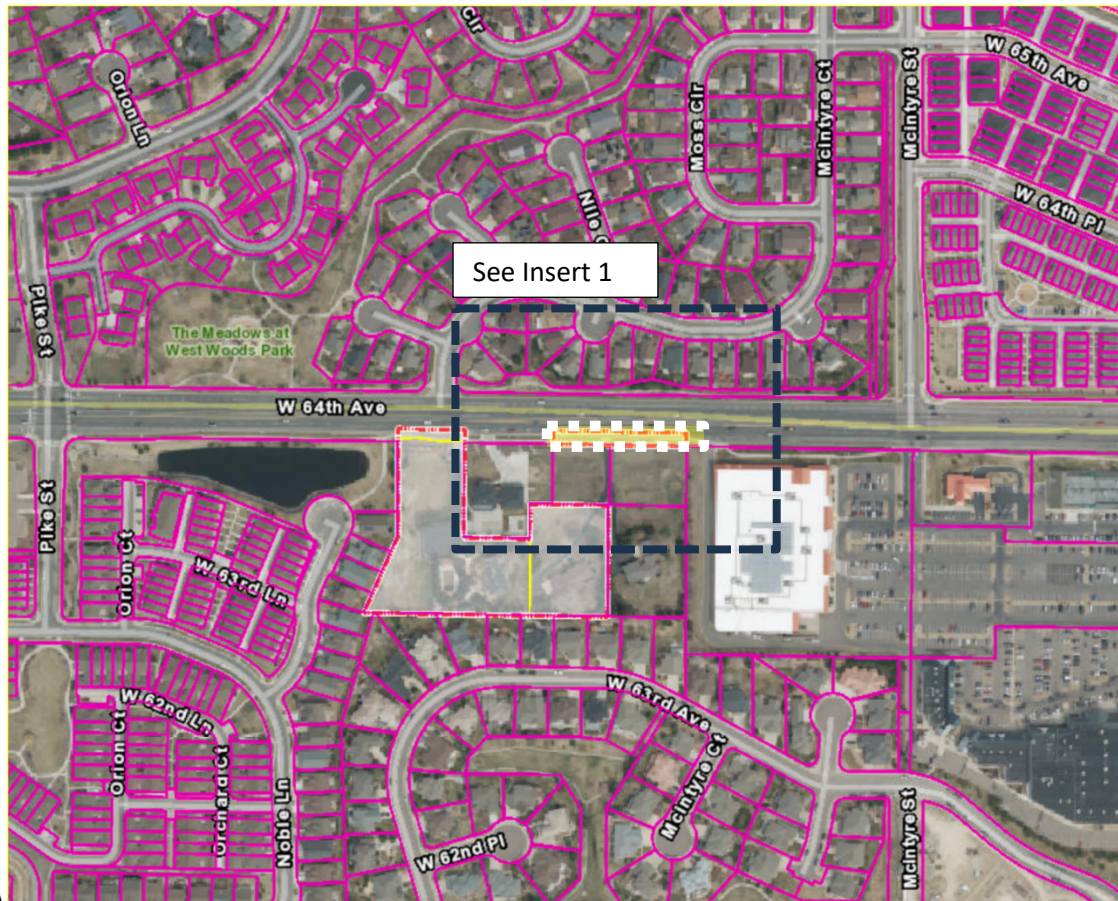
15812 West 64th Ave. Right-of-Way Annexation
Annexation Request
DA2023-0018 (Annexation Only)

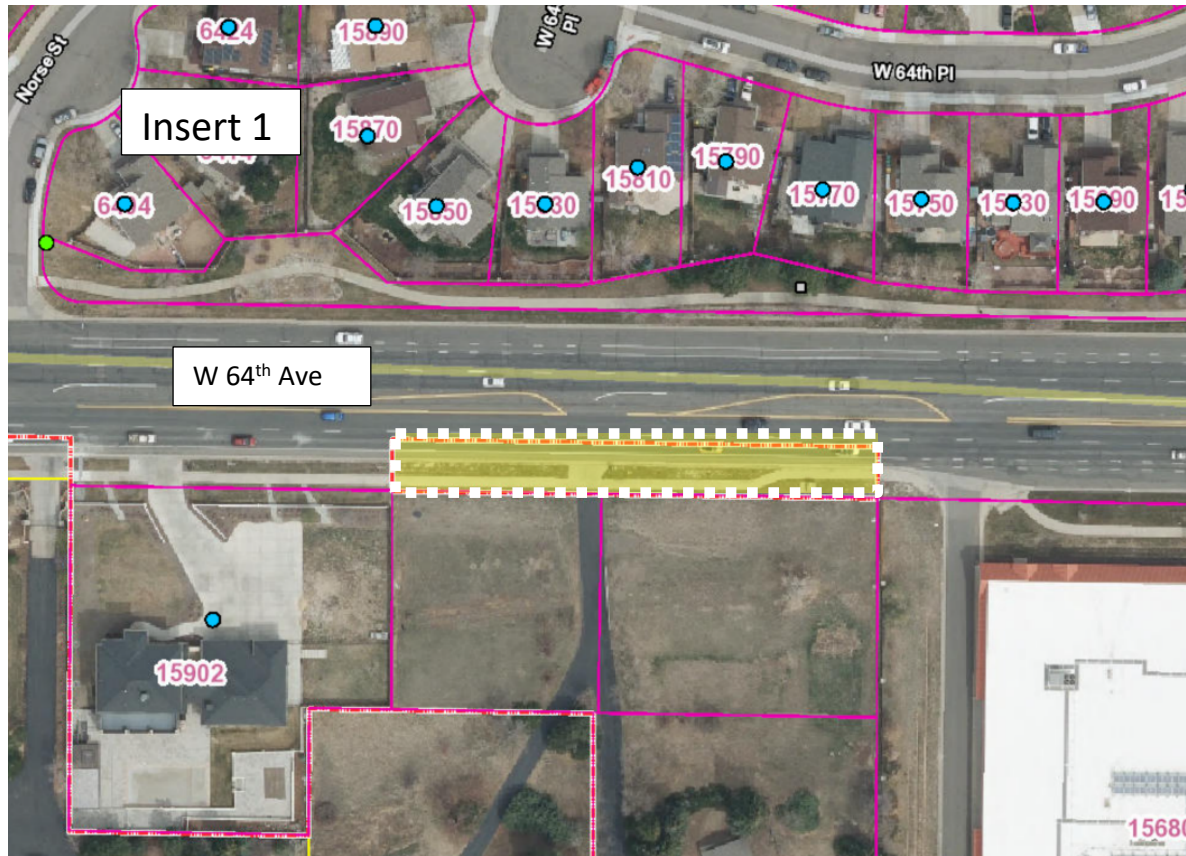
NATURE OF REQUEST

Annexation of a portion of the West 64th Ave roadway (i.e. right-of-way) that is owned by the City of Arvada but was never annexed into the City. This is a legal formality and clean-up and does not change ownership or maintenance requirements of the roadway or sidewalk.

LOCATION AND HISTORY

Right-of-Way in front of 15812 West 64th Ave. The Right-of-Way was previously dedicated to the City but never annexed.





NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for the annexation took place in April 2020. The applicant, staff, and approximately 60 neighbors were in attendance.

No comments were made regarding the annexation of Right-of-Way.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will

provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

DEVELOPMENT REVIEW TIMELINE

As this is an annexation of City property, a development review timeline does not apply.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

Right-of-Way. Zoning not applicable.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	Right-of-Way	West 64 th Avenue
South	R-6 (Residential 6)	Vacant Land
East	Right-of-Way	West 64 th Avenue
West	Right-of-Way	West 64 th Avenue

[Click here to enter details regarding the rezoning request, if applicable – or delete.](#)

PROJECT ANALYSIS

Annexation

Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the perimeter of the property to be contiguous with the City of Arvada. As depicted on the attached annexation map, this property exceeds the state's required one-sixth contiguity requirement.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The annexation is a legal formality that brings the property into compliance with surrounding Right-of-Way.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the perimeter of the property to be contiguous with the City of Arvada. This property exceeds the state's required one-sixth contiguity requirement. The annexation brings the property into compliance with Arvada City Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	This is City owned Right-of-Way and is therefore non-developable except for future sidewalk or street improvements, or development entryways.

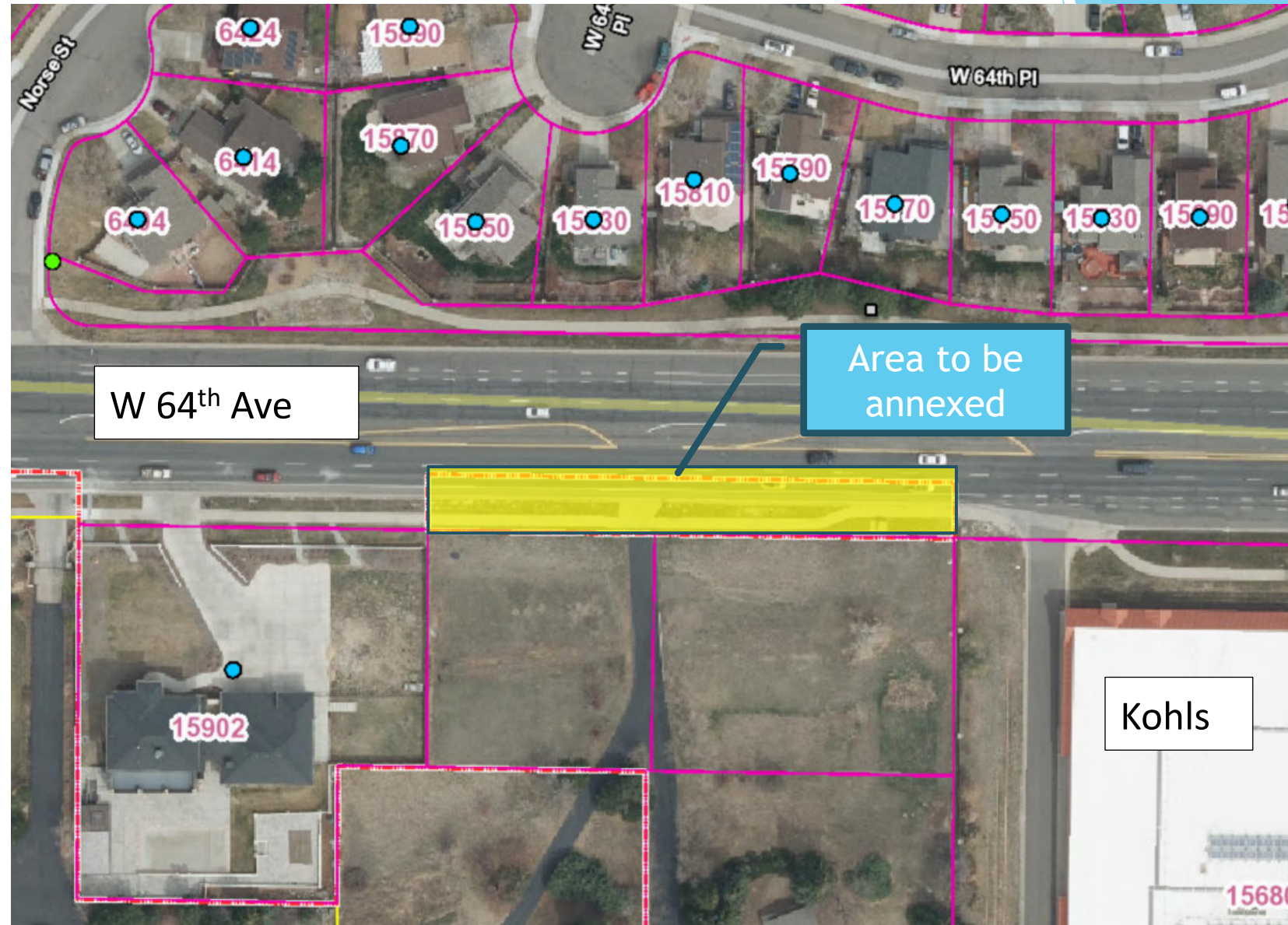
STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

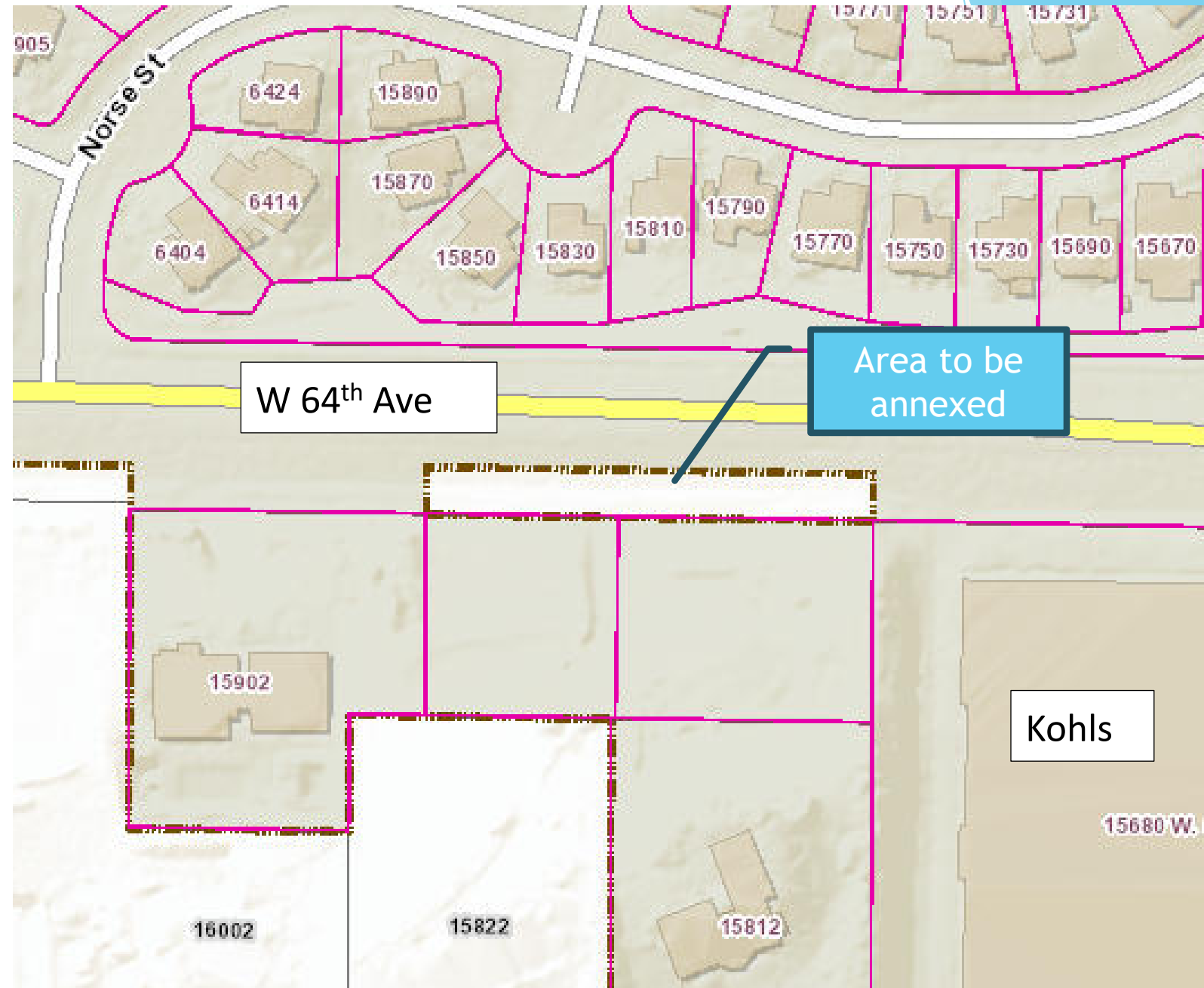
15812 West 64th Ave. Right-of-Way Annexation

Arvada City Council
March 18, 2025

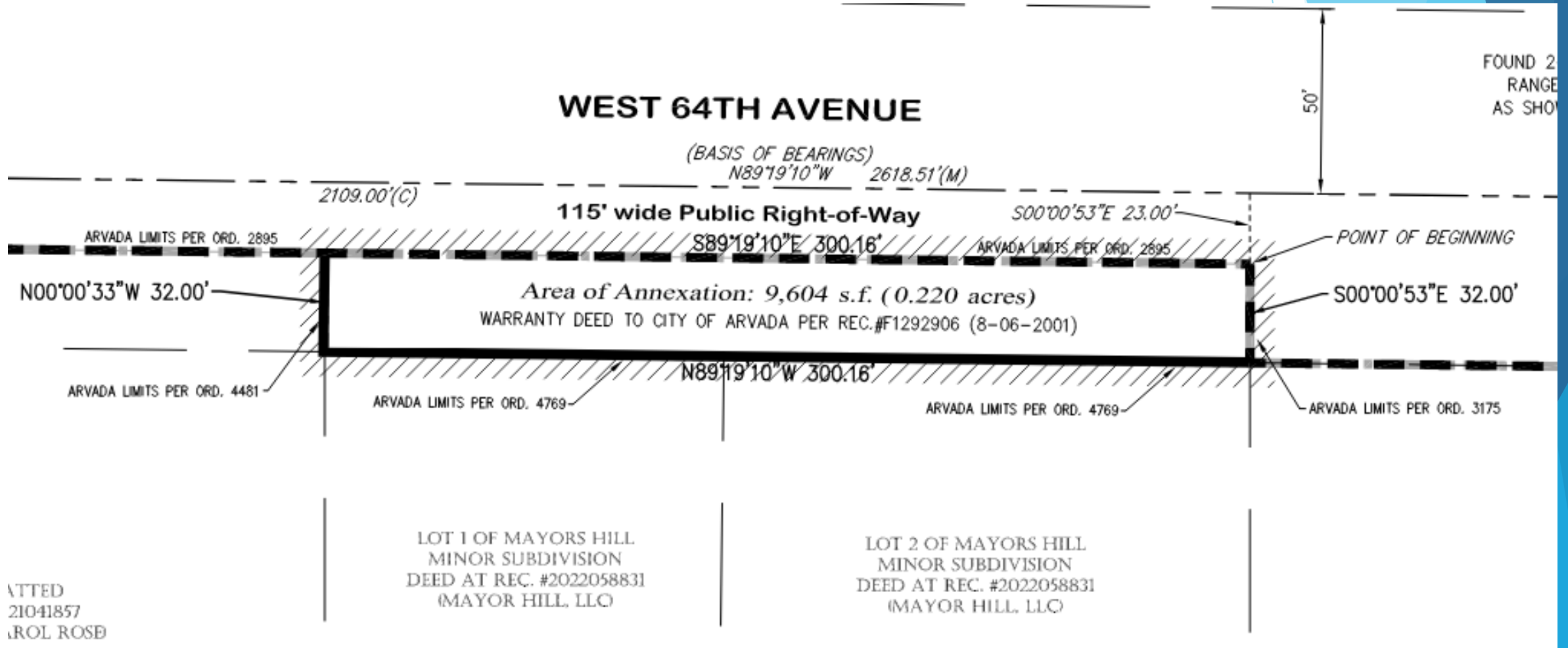
Location



Location



Annexation Map





REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: March 18, 2025

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)
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (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) Housing Advisory Committee Olde Town Business Improvement (BID) (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee

	CML Policy Committee Denver Regional Council of Governments (DRCOG) Jefferson Economic Development Council (JDEC) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board
Bob Fifer	Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation 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)
Brad Rupert	Adams County Regional Economic Partnership (ACREP) (Alternate) Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board (Alternate) Smart City Advisory Committee Jefferson County R-1 Schools Coordinating Committee West Connect Coalition (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 18, 2025

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, Interim City Manager, Linda Haley, 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 2/19/2025

Linda Haley, Acting City Manager 2/19/2025

Enclosure, exhibits & attachments required to support the report

2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Street Light Acquisition The City Team along with Tanko Lighting will present the results of Tanko's work regarding the street light asset inventory and Tanko's economic analysis for acquiring the street light infrastructure in Arvada.	Mar 25	PW
Municipal Court Update	Apr 8	
Building Code Update	April 8	CED
Legislative Update @ Business Meeting	Mar 15	CED
Micromobility The Shared Micromobility workshop will provide a comprehensive status update on the program which has been operational since January 2022. It will highlight key metrics, including usage trends and operational changes, to inform a discussion of future plans for the program.	April 22	PW
Waste Hauling Program Workshop #2 A review of direction provided in March and discussion of initial scenarios.	April 22	PW
Enterprise Project Updates and Financial Strategies Workshop (#1)	May 13	PW
Waste Hauling Program Workshop #3 A final discussion about proposed fee scenarios discussed in April, and direction for which scenario to bring back for final adoption in June.	May 13	PW
	May 27	
Budget Presentation – 10-Year Models	June 10	
Budget Presentation – 10-Year CIP	June 10	
No Meeting – CML Conference	June 24	
No Meeting – Appointee Evaluations	Jul 8	
Utilities Rate / Fee Process (#2)	Jul 22	PW
Utilities Rate / Fee Scenarios (#3)	Aug 12	PW
	Aug 26	
Final Rates / Fees (#4)	Sept 9	PW
Certified Local Government (CLG) Discussion and Consideration (Tentative)	Sept 23	CED
Budget Workshop	Sept 23	Fin
Budget Workshop	Oct 14	Fin
	Oct 28	
	Dec 9	
PRESENTATIONS		
Arvada Arts and Culture Commission Presentation	April 15	VCN
STUDY SESSIONS		
BID and Chamber funding	TBD	
City Expenditures	TBD	Finance
WORKSHOP TBD's		
Climate Action and Sustainability Plan Update @Business Meeting The City team and consultants will be providing an update on the draft Climate Action and Sustainability Plan. We will be seeking input from the Council on direction and priorities to include in the final plan we intend to bring forward for adoption in January.	TBD	Utilities
Stormwater 101	TBD	Utilities
Stormwater Master Plan	TBD	Utilities
New Water Tank @ Gross Reservoir (4th quarter)	TBD	CMO

Right of Way Acquisition	TBD	PW
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
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		