

City of Arvada

City Council Agenda

JANUARY 6, 2026

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
Michael P. Griffith, At large
Rebecka Lovisone, District 3

Staff Members Usually Present:

Don Wick, City Manager
Linda Haley, Deputy City Manager
Allison Scheck, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Infrastructure
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Chief Financial Officer
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

THIRD FLOOR CONFERENCE ROOM
EXECUTIVE SESSION
5:00 P.M.

Legal Advice, Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) re request for boundary exchange between JCMD No. 1 and JCMD No. 2.

REGULAR MEETING
CITY COUNCIL CHAMBERS
6:00 P.M.

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Davis
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. December 16, 2025, City Council Meeting
5. Recognitions and Communications
 - A. Proclamation for National Radon Action Month - Presented by Councilmember Lovisone
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026
 2. R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development

3. R26-003, A Resolution Authorizing A Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House
4. R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,000.00
5. R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

B. Resolutions - None

C. Ordinances (First Reading) - None

9. Other

10. Public Hearings - 6:15 PM - None

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

16. Executive Session

A. Third Floor Conference Room

Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) re Cost Projections and Negotiations with Contractors for W. 72nd Ave. Bond Project



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD DECEMBER 16, 2025

1. Executive Session – 5:00 p.m.
 - A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Ethics

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

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

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 Michael Griffith, Councilmember Rebecka Lovisone.

Councilmember Davis moved to excuse Councilmember Fifer from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Also Present: Don Wick, City Manager, Rachel Morris, City Attorney, Linda Haley, Deputy City Manager, Allison Scheck, Deputy City Manager, Bryan Archer, Chief Financial Officer, Jacqueline Rhoades, Director of Infrastructure, Jessica Garner, Director of Community and Economic Development, Jessie Bauters, Communications Manager, Department of Community and Economic Development and Kristen Rush, City Clerk.

4. Approval of Minutes – November 18, 2025 and December 2, 2025

The minutes stand approved.

5. Recognition and Communication –
 - A. Recognition of Michael P. Griffith for Planning Commission Service - Presented by Councilmember Ambrose

Councilmember Ambrose said tonight we recognize Michael Griffith for his years of service to the Arvada Planning Commission, which serves as an advisory body to the City Council. The Commission reviews annexations, rezonings, subdivisions, planned unit developments, and formulates a long-range comprehensive plan. Individuals on this Commission play a key role in the development of the City of Arvada. Mr. Griffith served on the Planning Commission for 8 years, from April 2017 to November 2025, when he was elected to the City Council. During his tenure, he reviewed over 300 cases of developments. The following are some of the more notable cases:

Candelas Commercial
Morgan at Ralston Creek
Multiple Fire/Police Stations
Apex Field House
Hilton Garden Inn
Land Development Code Re-write (2020)

For the past four years, Mr. Griffith has served as the Commission chair. He showed leadership and passion for the Commission and for the community. His contribution to the community is significant, and we thank him for the many years of dedication to the City of Arvada.

6. Presentations - None
7. Public Comment –
 - A. Alma Carrillo, assistant to Congresswoman Petterson, discussed updates on Congresswoman Pettersen’s work on the federal level.
 - B. Mike Raluk, Golden resident, addressed council regarding Flock cameras.
 - C. Ron Williams, Arvada resident, addressed council regarding his water bill.
8. New Business
 - A. Consent Agenda –
 1. R25-119 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039
 2. R25-120 A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2026 Programs and Services in Olde Town Arvada
 3. R25-121 A Resolution Concerning Electric Vehicle Charging Systems

Mayor Pro Tem Moorman moved that R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039; R25-120, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2026 Programs and Services in Olde Town Arvada; R25-121, A Resolution Concerning Electric Vehicle Charging Systems, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone
Those Absent: Fifer

The Motion was Approved

B. Resolutions –

1. R25-122 A Resolution Adopting the City of Arvada's 2026 Legislative Agenda

Padraic Emerine, Senior Assistant City Attorney, reviewed this resolution with council.

Councilmember Davis moved that R25-122, A Resolution Adopting the City of Arvada's 2026 Legislative Agenda, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

2. R25-123 A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee

Ryan Stevenson, Director of VCN, and Janelle Miller, Assistant City Attorney II, reviewed this resolution with council.

Councilmember Davis moved that R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

C. Ordinances (First Reading) - None

10. Other -

- A. Appointment to Planning Commission (Continued from December 2, 2025)

Mayor Pro Tem Moorman moved to Appoint Miriam McGilvray to the Planning Commission for an unexpired term ending April 30, 2026.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Lovisone

Those voting No: Griffith

Those Absent: Fifer

The Motion was Approved

B. Appointments of City Council Members to Various Boards and Committees

Councilmember Davis moved to appoint Mayor Lauren Simpson to the Arvada City Attorney Committee, Arvada Municipal Court/Judicial Committee, Arvada Urban Renewal Authority, Arvada

Visitors Center Committee, Urban Drainage and Flood Control District, West Connect Coalition, and as an alternate to the E-470 Authority, Olde Town Business Improvement (BID).

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Mayor Simpson moved to appoint Mayor Pro Tem Randy Moorman to the Arvada Audit Committee, Arvada Center for the Arts and Humanities, Arvada Sustainability Committee, CML Policy Committee, Jefferson Parkway Public Highway Authority, and as an alternate to the Northwest Parkway Authority.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Councilmember Lovisone moved to appoint Councilmember Shawna Ambrose to Adams County Regional Economic Partnership (ACREP), Arvada Economic Development Association Board, Arvada Fire Protection District Coordinating Committee, Bond Oversight Committee, CML Policy Committee, Jefferson County R-1 Schools Coordinating Committee and as an alternate to the Denver Regional Council of Governments (DRCOG) and Arvada Visitors Center Committee.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Mayor Pro Tem Moorman moved to appoint Councilmember Sharon Davis to the Apex Coordinating Committee, Arvada Fire Protection District Coordinating Committee, Arvada Municipal Court/Judicial Committee, Denver Regional Council of Governments (DRCOG), Jefferson County Community Corrections Board, Jefferson Economic Development Council (JEDC), Jeffco Transportation Action & Advisory Group (JEFFTAAG) and as an alternate to the E-470 Authority.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Councilmember Griffith moved to appoint Councilmember Bob Fifer to the Arvada City Attorney Committee, Arvada Transportation Committee, Jefferson Parkway Public Highway Authority, Smart City Advisory Committee and as an alternate to the Northwest Parkway Authority.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Councilmember Ambrose moved to appoint Councilmember Michael Griffith to the Arvada Audit Committee, Arvada Chamber of Commerce Government Affairs Committee, Housing Advisory Committee, Smart City Advisory Committee and as an alternate to the Adams County Regional Economic Partnership (ACREP), Jeffco Transportation Action & Advisory Group (JEFFTAAG), Jefferson County Community Corrections Board, and West Connect Coalition.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Councilmember Davis moved to appoint Councilmember Rebecka Lovisone to the Bond Oversight Committee, Jefferson County R-1 Schools Coordinating Committee, and the Olde Town Business Improvement District (BID).

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

11. Public Hearings –

- A. CB25-028 An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Ordinance No. 4914)

Mayor Simpson opened the public hearing on CB25-028

Janelle Miller, Assistant City Attorney II, reviewed this ordinance with council.

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

Councilmember Ambrose moved that CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code, be approved on final reading, numbered 4914 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

- B. CB25-029 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 (Ordinance No. 4915)

Mayor Simpson opened the public hearing on CB25-029.

Bryan Archer, Chief Financial Officer, reviewed this ordinance with council.

Councilmember Griffith moved that CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025, be approved on final reading, numbered 4915 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

C. Major Comprehensive Plan Amendment and Rezoning for Candelas Point Block 3, a 4.86 acres parcel of land approximately located at the southwest corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)

1. CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)
2. CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court (Ordinance No. 4916) (Presenter: Rob Smetana, Planning Manager)

Mayor Simpson opened the public hearing on CP2025-0004 and CB25-030.

Rob Smetana, Planning Manager, reviewed these items with council and stated that the posting logs and mailing affidavit have been received and are in order. Mayor Simpson made them a part of the official record, along with the staff report.

Councilmember Griffith disclosed that he is employed by Kimley-Horn and that another employee of Kimley-Horn has been retained by the applicant for this project. He stated that he has not worked on the project and will receive no pecuniary benefit from it. Accordingly, he indicated that he is able to make a fair and impartial decision in this matter.

Sworn Testimony: Eva Mather, Norris Design, Representing Applicant
 Mike Rawluk, Golden resident, in support
 Patricia Shannon, Arvada resident, in opposition

Mayor Pro Tem Moorman moved that CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

Councilmember Davis moved that CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court, be approved on final reading, numbered 4916 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Fifer

The Motion was Approved

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

- A. Mayor Pro Tem Moorman thanked staff for their work throughout 2025 and wished everyone happy holidays.
- C. Mayor Pro Tem Moorman encouraged everyone to stay safe during tomorrow's anticipated wind event.
- D. Mayor Pro Tem Moorman said that his next Coffee Chat will be on December 19 at Sweet Bloom, 77th and Wadsworth from 2-4 p.m.
- E. Councilmember Ambrose thanked staff for their work throughout 2025 and wished everyone happy holidays.
- F. Councilmember Ambrose encouraged everyone to check Arvada.org for the City's holiday guide.
- G. Councilmember Ambrose encouraged everyone to stay safe during tomorrow's anticipated wind event.
- H. Councilmember Griffith noted that he and Councilmember Lovisone have completed their Council Orientation and expressed appreciation for everyone's support.
- I. Councilmember Davis thanked staff for their work throughout 2025 and wished everyone happy holidays.
- J. Councilmember Lovisone thanked staff for their work throughout 2025 and wished everyone happy holidays.
- K. Mayor Simpson thanked staff for their work throughout 2025 and wished everyone happy holidays.

14. City Manager Reports –

Don Wick, City Manager, thanked Council for their kind comments and expressed appreciation to line staff and field staff for their work throughout the year. He also provided an update on the anticipated wind event tomorrow, shared where the public can find additional information, and noted that the City has been preparing for an event of this nature.

15. City Attorney Reports – None
16. Adjournment at 8:30 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: Proclamation for National Radon Action Month - Presented by Councilmember Lovisone

Report in Brief

City Council will designate January 2026 as National Radon Action Month.

Tracy Volkmann, Senior Environmental Health Specialist with Jefferson County Public Health will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 12/16/2025
Megan McCall, Assistant City Attorney II 12/16/2025

Approved by:

Rachel Morris, City Attorney	12/22/2025
Allison Scheck, Deputy City Manager	12/22/2025
Linda Haley, Deputy City Manager	12/22/2025
Don Wick, City Manager	12/22/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS, January is National Radon Action Month, and all Jefferson County residents are strongly encouraged to test their homes for radon; and

WHEREAS, radon is a naturally occurring, invisible, odorless, radioactive gas that is the second leading cause of lung cancer In the United States, contributing to as many as 500 lung cancer deaths in Colorado each year; and

WHEREAS, any home may have high levels of radon, even if neighboring homes do not, and elevated levels pose a serious health threat to residents; and

WHEREAS, approximately 50% of Jefferson County homes have radon levels exceeding the EPA recommended action level of 4.0 pCi/L (picocuries per liter of air); and

WHEREAS, radon testing is easy and inexpensive, and identified radon problems can be fixed; and

WHEREAS, all Jefferson County residents are encouraged to protect their families from the serious health risks associated with radon by reducing any elevated radon levels found in their homes, which can be effectively accomplished for the price of a typical home repair; and

WHEREAS, Jefferson County Public Health, the Colorado Department of Public Health and Environment, the U.S. Environmental Protection Agency and the American Lung Association are supporting efforts to encourage Americans to test their homes for radon, have elevated levels of radon reduced and have new homes built with radon-resistant features.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council for the City of Arvada, Colorado that January 2026 be designated as Radon Action Month in Arvada.

Dated this 6th day of January, 2026.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

Michael P. Griffith, Councilmember

Rebecka Lovisone, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: Consent Agenda

Report in Brief

1. R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026

2. R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development

3. R26-003, A Resolution Authorizing A Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House

4. R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,00.00

5. R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senenergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

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: January 6, 2026

SUBJECT: R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026

Report in Brief

PRESENTER: Megan McCall, Assistant City Attorney

The Colorado Open Meetings Law requires that each year, City Council designate the public place for posting of meeting notices.

The Arvada team recommends that the City Council approve, R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026.

Financial Impact

There is no fiscal impact.

Background

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

Discussion

C.R.S. § 24-6-402 (2)(c) requires that public meetings of a local government body be held only after full and timely notice to the public and requires that the public place for posting such notice be annually designated at the first regular meeting of the year. Pursuant to C.R.S. § 24-6-402 (2)(c)(III), full and timely notice is considered given when such notice is posted no less than twenty-four hours before the meeting on a local public body's public website.

The resolution presented for the Council's consideration designates the City's public website as the official public place for the posting of notices of meetings for the City Council and for all Boards, Commissions, and Committees of the Arvada City Council for the year 2026.

Agendas for City Council meetings and all meetings of any Board, Commission and Committee of City Council are also posted on the City's public website.

The City may also post a courtesy copy of meeting notices on the City's bulletin board located on the first floor of the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road in Arvada, Colorado.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

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

Alternative Courses of Action

Annually designating a posting place for public meeting notices is a mandatory statutory requirement.

Recommendation for Action

The Arvada team recommends that the City Council approve R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026.

Suggested Motion:

I move that R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Rachel Morris, City Attorney	12/22/2025
Linda Haley, Deputy City Manager	12/22/2025
Don Wick, City Manager	12/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-001

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE
OF MEETINGS FOR THE CITY COUNCIL OF THE CITY OF ARVADA AND ALL
BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY COUNCIL OF THE
CITY OF ARVADA FOR THE YEAR 2026

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

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

WHEREAS, pursuant to C.R.S. § 24-6-402 (2)(c)(III), the local public body is deemed to have given full and timely notice when such notice is posted no less than twenty-four hours prior to the meeting on the local public body's public website; and

WHEREAS, the City of Arvada now wishes to designate its public website as the official designated location for posting its meeting notices.

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

Section 1. The City of Arvada's public website is hereby designated as the official posting place for posting notice of meetings for the Arvada City Council and all Boards, Commissions, and Committees of the Arvada City Council for the year 2026. The City may also make such postings available on the City's bulletin board located on the first floor of the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road in Arvada, Colorado.

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

APPROVED AND ADOPTED this 6th day of January, 2026.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development

Report in Brief

The applicant is requesting the agreement to allow for the encroachment of building eaves into various easements within the Hillcrest Lofts development.

The Arvada team recommends that the City Council approve R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development.

Financial Impact

N/A

Background

The Hillcrest Lofts Site Plan and Minor Subdivision application was approved by the Community and Economic Development Director on July 19, 2024. The project will include 83 townhome units on 6.05 acres.

Discussion

Following administrative approval of the Site Plan, the project was sold to a new developer. The proposed buildings are slightly larger than those originally planned for the project. The buildings will have a similar footprint, but have eaves that will project up to 1.3 feet into adjacent City easements in a number of locations.

The plans have been reviewed by the City team and the Arvada Fire Protection District, and the easement encroachments have been determined to be acceptable.

Therefore, the City team recommends approval of the resolution.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development.

Suggested Motion:

I move that R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development, be (approved) (rejected).

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	12/15/2025
Rob Smetana, Planning Manager	12/16/2025
Jessica Garner, Director of Community and Economic Development	12/16/2025
Gail Walker, Legal Specialist-Contracts	12/16/2025
Kelsy Sargent, Assistant City Attorney	12/16/2025
Rachel Morris, City Attorney	12/22/2025
Allison Scheck, Deputy City Manager	12/22/2025
Don Wick, City Manager	12/30/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-002

A RESOLUTION AUTHORIZING AN EASEMENT ENCROACHMENT AGREEMENT BETWEEN
THE CITY OF ARVADA AND TH HILLCREST LLC FOR THE HILLCREST LOFTS
DEVELOPMENT

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 Easement Encroachment Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and TH Hillcrest, LLC.

Section 2. The City of Arvada hereby approves a permanent, non-exclusive grant of an easement as laid forth in the Easement Encroachment Agreement.

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

APPROVED AND ADOPTED this 6th day of January, 2026.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

AFTER RECORDING, RETURN TO:

[Arvada City Clerk
8101 Ralston Road
Arvada, Colorado, 80002]

ENCROACHMENT EASEMENT AGREEMENT

This ENCROACHMENT EASEMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 202__, by and between **THE CITY OF ARVADA, COLORADO**, (the “**City**”) and **TH HILLCREST LLC**, a Colorado limited liability company (“**Grantee**”). The City and Grantee are sometimes collectively referred to herein as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. Grantee is the owner of certain real property in the City legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Grantee Property**”), which was platted pursuant to that certain Final Plat of Hillcrest Lofts Subdivision Filing No. 2 recorded in the real property records of the County of Jefferson, State of Colorado, on November 26, 2024, at Reception No. 2024071730 (the “**Final Plat**”).

B. Grantee intends to construct attached single-family homes (collectively, “**Townhomes**”) on the Grantee Property for sale to homebuyers.

C. In connection with the recording of the Final Plat, Grantee granted 10-foot utility easements to the City adjacent to the Grantee Property, all as described on the Final Plat (the “**City Easement Areas**”).

D. Grantee anticipates that certain improvements attached to or a part of some of the buildings comprising the Townhomes (each, a “**Building**”), including, without limitation, porches, eaves, soffits, fireplace stacks and cantilevers (collectively, the “**Improvements**”) may encroach onto portions of the City Easement Areas (the “**Encroachment Area**”).

E. The City desires to grant to Grantee a permanent, non-exclusive easement in, to, through, on, over, and across the Encroachment Area for the purpose of allowing the Improvements to remain in place in the Encroachment Area, and to allow Grantee to access the Encroachment Area to construct, re-construct, repair, maintain, and replace the Improvements, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantee covenant and agree as follows:

1. Recitals. The above recitals are hereby incorporated by reference.

2. Grant of Easement. The City hereby grants to Grantee and all present and future owners of individual lots within the Grantee Property (collectively, the “**Grantee Parties**”) a permanent, non-exclusive easement in, to, through, on, over, and across the Encroachment Area for the purposes of: (a) allowing the Improvements to remain in place in the Encroachment Area, and (b) constructing, re-constructing, repairing, maintaining, and replacing the Improvements in the Encroachment Area; provided, however, that the Improvements may encroach into the Easement Area no more than the amounts set forth in Exhibit B attached hereto and incorporated herein by this reference.

3. Miscellaneous.

(a) Covenants Running with the Land. This Agreement shall be binding upon the City and its successors and assigns, shall inure to the benefit of the Grantee Parties, and shall be deemed to establish covenants and servitudes running with the land being a benefit and a burden to the Grantee Property and the City Property, respectively.

(b) Counterparts. This Agreement may be executed in two or more counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall constitute an original but all of which when taken together shall constitute one and the same Agreement. Photocopies, facsimile copies, or .pdf copies of original signatures to this Agreement shall be treated as original signatures for all purposes under this Agreement, to the extent permitted for recording purposes.

(c) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Encroachment Area or any portion thereof to the general public, or for any public use or purposes whatsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

City Signature Page 1

)

) SS.

COUNTY OF JEFFERSON

)

The foregoing instrument was acknowledged before me on this ____ day of _____, 202__, by _____ as _____ of the City of Arvada, Colorado.

WITNESS my hand and official seal.

My commission expires _____.

(SEAL)

Notary Public

[Grantee Signature on Next Page]

GRANTEE:

TH HILLCREST LLC,
a Colorado limited liability company

By: Brian Mulqueen
Name: Brian Mulqueen
Title: Authorized Officer

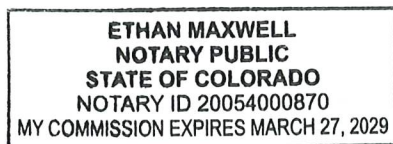
STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me on this 2nd day of December, 2025, by Brian Mulqueen as Authorized Officer of TH Hillcrest LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires 3/27/2029.

(SEAL)



Ethan Maxwell
Notary Public

EXHIBIT A

The Grantee's Property

Lots 1-31, inclusive, Block 1; and
Lots 1-52, inclusive, Block 2,
according to the Final Plat of Hillcrest Lofts Subdivision Filing No. 2 recorded in the real
property records of the County of Jefferson, State of Colorado, on November 26, 2024, at
Reception No. 2024071730

EXHIBIT B

Maximum Encroachments

Building (Lots)	Maximum Encroachment (Location on Building)
Building #1 (Lots 1-7, Block 1)	1' eave encroachment into 30' FLEAUDE 1.3' eave encroachment into 10' UE (east side) 0.3' cantilever encroachment into 10' UE 0.5' eave encroachment into 10' UE (south side)
Building #2 (Lots 8-13, Block 1)	1' eave encroachment into 30' FLEAUDE 0.5' eave encroachment into 10' UE (south side)
Building #3 (Lots 14-19, Block 1)	1' eave encroachment into 30' FLEAUDE 0.5' eave encroachment into 10' UE (south side)
Building #4 (Lots 20-25, Block 1)	1' eave encroachment into 30' FLEAUDE 0.5' eave encroachment into 10' UE (south side)
Building #5 (Lots 26-31, Block 1)	1' eave encroachment into 30' FLEAUDE
Building #6 (Lots 1-6, Block 2)	1' eave encroachment into 30' FLEAUDE 0.5' eave encroachment into 10' UE (north side) 1.3' eave encroachment into 10' UE (east side) 0.3' cantilever encroachment into 10' UE
Building #7 (Lots 7-9, Block 2)	1' eave encroachment into 30' FLEAUDE 1.3' eave encroachment into 10' UE (east side) 0.3' cantilever encroachment into 10' UE 0.5' eave encroachment into 10' UE (south side)
Building #8 (Lots 10-12, Block 2)	1' eave encroachment into 30' FLEAUDE
Building #9 (Lots 13-17, Block 2)	1' eave encroachment into 30' FLEAUDE
Building #10 (Lots 18-22, Block 2)	1' eave encroachment into 30' FLEAUDE
Building #11 (Lots 23-25, Block 2)	1' eave encroachment into 30' FLEAUDE
Building #12 (Lots 26-28, Block 2)	1' eave encroachment into 30' FLEAUDE

Building #13 (Lots 29-33, Block 2)	1' eave encroachment into 30' FLEAUDE
Building #14 (Lots 34-39, Block 2)	1' eave encroachment into 30' FLEAUDE 1.2' eave encroachment into 10' UE
Building #15 (Lots 40-46, Block 2)	1' eave encroachment into 30' FLEAUDE 0.1' eave encroachment into 10' UE 1.3' eave encroachment into 10' UE (west side) 0.3' cantilever encroachment into 10' UE
Building #16 (Lots 47-52, Block 2)	1' eave encroachment into 30' FLEAUDE 1.3' eave encroachment into 10' UE 0.3' cantilever encroachment into 10' UE



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: R26-003, A Resolution Authorizing A Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House

Report in Brief

PRESENTER: Kim Vagher

Arvada owns the building and property located at 11200 Ralston Road. The building is a historic structure known as the Allen House.

Upon city council approval, the leasing term shall start February 1, 2026, ending on January 31, 2027, with an automatic renewal of four additional one-year periods. Rent will be in the amount of \$10.00 per year, in a similar structure to the lease agreement between the City and the Arvada Historical Society for the McIlvoy House in Olde Town Arvada.

The Arvada team recommends that the City Council approve R26-003, A Resolution authorizing a Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House.

Financial Impact

The approval of this Resolution will result in the receipt of annual rent payments in the amount of \$10.00.

Background

The Arvada Historic Society (AHS) has been looking to expand their services and asked the City if we had any locations that could support their expansion. We recommended they take a look at the Allen House as a potential second location to provide services. The AHS reviewed the property and were excited about the opportunities. Upon approval of their board, the AHS and the City began lease negotiations that were completed in early December. The second location also allows the AHS to relocate archive and collections storage in the Arvada Center.

Discussion

The Allen House is currently vacant and has been for several years. If Council votes to approve and authorize this Resolution, the Arvada Historical Society will use the building as a museum and educational facility to teach visitors about the history of Arvada and the surrounding area. The AHS already operates several historic buildings in the City, including the McIlvoy House and the Arvada Flour Mill, both in the Olde Town Entertainment District.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Not applicable.

Strategic Alignment

This action aligns with City Council Strategic Plan Infrastructure Service 2: INF2 Invests in and maintains safe, resilient, accessible, and environmentally efficient City facilities and fleet vehicles. Approving this resolution will facilitate the education of community members about the history of Arvada and teach them about what makes this city so unique. Additionally, the Allen House is currently vacant, despite its historical significance.

Alternative Courses of Action

There is no productive alternative course of action.

Recommendation for Action

The Arvada team recommends that the City Council approve R26-003, A Resolution authorizing a Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House.

Suggested Motion:

I move that R26-003, A Resolution authorizing a Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House, be (approved) (rejected).

Prepared by:
Kim Vagher, Manager of City Facilities

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	12/16/2025
Jacqueline Rhoades, Director of Infrastructure	12/16/2025
Bryan Archer, Chief Financial Officer	12/18/2025
Tammy Hedlund, Legal Specialist	12/18/2025
Zachary Woolweaver, Assistant City Attorney I	12/18/2025
Rachel Morris, City Attorney	12/22/2025
Allison Scheck, Deputy City Manager	12/22/2025
Don Wick, City Manager	12/30/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-003

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE ARVADA HISTORICAL SOCIETY FOR THE PROPERTY LOCATED AT 11200 RALSTON ROAD, ARVADA, CO 80004, ALSO KNOWN AS THE ALLEN HOUSE

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a lease agreement for the property located at 11200 W 64th Avenue, Arvada CO 80004, the Allen House, with the Arvada Historical Society, 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 6th day of January, 2026.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By:

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND THE ARVADA HISTORICAL SOCIETY FOR THE
PROPERTY LOCATED AT 11200 RALSTON ROAD, ARVADA, CO 80004
ALSO KNOWN AS THE ALLEN HOUSE**

1. **PARTIES.** The parties to this Lease Agreement (“Lease” or “Agreement”) are the City of Arvada, a Colorado home rule municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada” or “Lessor”) and the Arvada Historical Society, a Colorado Non-profit Corporation with a current address of 7307 Grandview Avenue, Colorado, 80002 (“AHS” or “Lessee”) and collectively referred to as “the Parties.” This Agreement shall be effective upon its mutual approval and execution by the Parties.

2. **RECITALS AND PURPOSE.**

2.1 Arvada owns the building and property located at 11200 Ralston Road, Arvada, Colorado 80004 (the “Property”). The building is a historic structure known as the Allen House (the “House”). The Property is contained entirely within the “smaller parcel” section of the map depicted in **Exhibit A**. Attached and incorporated herein.

2.2 Arvada wishes to lease the Property further described in **Exhibit A** to the Lessee.

2.3 The Parties desire to enter into this Lease to define all rights, duties, and liabilities of the Parties during the term described herein.

3. **CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of this Lease together with the following:

Exhibit A: Map of The Property

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

4. **RENT.**

4.1 Lessee agrees to pay rent in the amount of \$10.00 per year to Arvada no later than December 1st of each one-year term.

5. **TERM.**

5.1 Arvada leases to the Lessee the Property beginning February 1, 2026 and ending on January 31, 2027. This Lease will be automatically renewed for four additional one-year periods unless either Party provides 45 days’ written notice of their intent to terminate in accordance with the terms and conditions contained in this Lease.

- 5.2 This Lease may be extended for a longer term by written amendment between Arvada and Lessee.
- 5.3 **Holdover.** Should the Lessee remain in possession of the Property with the consent of Arvada after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Arvada and the Lessee which shall be subject to all the terms and conditions of this Lease, provided however, such tenancy shall be terminable by either party upon 30 days' written notice served by either Arvada or a Lessee. It is expressly understood and agreed that the rent for any holdover under this paragraph shall be at the rate set by **Sec. 4**, even if the month-to-month tenancy does not amount to 12 full months of tenancy.

6. ARVADA'S RESPONSIBILITIES.

- 6.1 Arvada agrees to provide the Property as is.
- 6.2 Upon prompt notice, Arvada agrees to provide and pay for necessary repairs caused by normal wear and tear as defined by C.R.S. §38-12-102(1) to the interior and exterior of the House, the electrical, plumbing, and mechanical systems of the House, and to the grounds of the Property including any common areas accessible to the public, such as parking lots and sidewalks.
- 6.3 Provided the Lessee is in compliance with this Lease, Arvada covenants and agrees that Lessee shall and may, at all times, peaceably and quietly have, hold, and enjoy the Property and the House during the term of the Lease.
- 6.4 Arvada shall provide all landscaping services, including mowing.
- 6.5 Arvada shall provide all snow and ice removal in the parking lots available to the public on the Property.

7. LESSEE'S RESPONSIBILITIES.

- 7.1 Lessee, in consideration of the leasing of said Property, hereby covenant and agree to the following:
- 7.1.1 Lessee must manage and operate the Property and the House as a place that promotes the history of the local area and according to Arvada's standards and guidance.
- 7.1.2 Notwithstanding Section 6.5 of this Agreement, Lessee shall provide for snow and ice removal on any sidewalks, patios, decks, walking ramps on the Property.
- 7.1.3 Lessee agrees that any of its websites are, and will remain, compliant with any applicable digital accessibility standards.

- 7.1.4 Lessee must pay the Rent described in Sec. 4 on time each year.
- 7.1.5 Lessee is responsible for all charges relating to utilities, including but not limited to, water, sewer, gas, electric, cable, and refuse removal.
- 7.1.6 Lessee is responsible for performing all janitorial services for the building located on the Property. If the Lessee will be contracting for such services, Lessee is responsible for all charges relating to the janitorial services.
- 7.1.7 Lessee is responsible for the monitoring and maintenance of any security or loss prevention systems on the Property, including fire alarm devices already installed.
- 7.1.8 Lessee agrees to keep all improvements made upon the Property and the House in good order during its occupancy, and to order no repairs at the expense of Arvada.
- 7.1.9 Lessee will not smoke or vape on the premises or allow any member of the public to smoke or vape pursuant to §70-149 and §38-304 of Arvada City Code.
- 7.1.10 Lessee agrees that no malt, vinous, or spiritous liquor or fermented malt beverages as those terms are defined by state law, will be consumed, stored, or otherwise permitted on the Property at any time during the term of this Lease, unless otherwise agreed to in writing by Arvada. Notwithstanding the foregoing, Lessee may store and display alcoholic beverages of historical significance to Arvada or the surrounding area.
- 7.1.11 Lessee agrees that Lessee, and any persons the Lessee permits on the Property, shall not obtain, possess, use, administer, dispense, cultivate, or distribute any drug or controlled substances on the Property in violation of Colorado state law. Lessee agrees that this Lease may be terminated if Arvada becomes aware of Lessee's noncompliance with this provision.
- 7.1.12 Lessee agrees that all alterations, changes, and improvements built, constructed, or placed on the Property by Lessee, with the exception of fixtures removable without damage to the Property and movable personal property, must first be approved by Arvada in writing, and shall be the property of Arvada and remain on the Property at the expiration or sooner termination of this Lease.
- 7.1.13 Lessee acknowledges that all personal property of any kind kept in or on the Property is at the sole risk of the Lessee responsible for the property, and Arvada is not liable for any damage or loss of such personal property.

- 7.1.14 Lessee shall take all reasonable efforts to limit the amount of heavy-weight storage (e.g. boxes of papers, files, etc.) in the House or on the Property. To the extent Lessee stores miscellaneous items in the House, Lessee agrees to concentrate the stored materials against the outer walls of the house. No such storage may result in a load greater than twenty pounds per square foot in the House. Lessee may not use the second story of the House for heavy-weight storage under any circumstances.
- 7.1.15 Lessee shall not permit a nuisance, as defined by Section 38-122 of the Arvada City Code, on the Property.
- 7.1.16 Lessee will not remove or damage any trees or landscaping on the Property without written permission from Arvada.
- 7.1.17 Lessee shall use the Property for those uses and activities typically associated with, and integral to, its functions and purposes as a non-profit corporation operating as a historical society and for no other purpose. Lessee will not use Property in an unlawful manner.
- 7.1.18 Lessee will use and care for the Property in a good and responsible manner, including taking reasonable precautions to limit the risk of fire on the Property.
- 7.1.19 Lessee agrees they must keep Property, premises, fences, and appurtenances in good condition and repair.
- 7.1.20 Lessee agrees not to commit or cause to be committed any waste or rubbish in or upon said Property or any part thereof, nor will Lessee degrade the condition of the Property in any way.
- 7.1.21 At the expiration or termination of this Lease, Lessee will promptly surrender and deliver up said Property in good order and condition to Arvada.
- 7.1.22 Lessee agrees they will not modify, move, or remove any structures, fences, or site elements without prior written approval by Arvada. The specific use of the structures shall be subject to approval by Arvada. Arvada reserves the right to prohibit use or access by Lessee of any of the structures if the proposed use is inconsistent with the purpose of the Lease.
- 7.1.23 Lessee shall promptly notify Arvada in writing of any condition necessitating repair under Section 6 within seven calendar days of noticing such condition.
- 7.1.24 Lessee shall obtain the written consent of Arvada prior to posting, removing, or modifying any signage on the Property.

7.1.25 Lessee shall, at the time of the execution of this Agreement, provide to Arvada's Facilities Manager the names, phone number, and e-mail addresses of Lessee's representative(s). Lessee shall notify Arvada in writing, of any and all subsequent changes in such information, and shall, on an annual basis, update and confirm the accuracy of such information.

8. ARVADA'S ACCESS TO THE PROPERTY.

8.1 Arvada may access all parts of the Property, in such a manner as will minimize disruption to events or activities to the extent reasonably practicable, for the purposes of:

8.1.1 Performing, administering, or enforcing this Lease;

8.1.2 Examining, inspecting, evaluating, planning, making any agreed upon repairs or maintenance, designing, showing, or otherwise administering the building or grounds; or

8.1.3 Performing Arvada's regulatory, law enforcement, and other governmental duties.

8.2 Arvada reserves the right to conduct health/safety inspections of the building and grounds.

9. TERMINATION.

9.1 Either party may terminate this Lease, at any time, for convenience upon 90 days written notice to the other party.

9.2 In the event the Property is rendered untenable by fire or other casualty, Arvada shall have the right to terminate this Lease on the date of such occurrence.

9.3 If Lessee is in default in any of the covenants or agreements herein to be performed by Lessee, which default remains uncorrected for a period of 14 calendar days after Arvada has provided Lessee with written notice thereof, Arvada shall have the option, without liability for trespass or for damages, to enter onto the Property and declare the term of the Lease terminated, repossess the Property, and expel the Lessee, all without prejudice to any other remedies available to Arvada for breach of covenant. Arvada may also sue monthly to recover all rent, damages, litigation costs, and attorneys' fees.

10. LEASE MANAGER. Arvada designates Kim Vagher (kvagher@arvada.org), as Arvada's lease manager. Should Mr. Vagher be reassigned, Arvada will provide notice to Lessee of Arvada's current representatives as it relates to correspondence involving the Property.

11. INDEMNIFICATION. To the fullest extent permitted by law, Lessee will defend, indemnify and hold Arvada, its employees, agents and assignees (“Indemnified Parties”) harmless from and against all costs, expenses, claims, damages, liabilities, court awards, losses and other amounts (including attorneys’ fees and related costs) (“Claims”) arising out of or relating (directly or indirectly) to: (i) the conduct or management of the Property or of any business therein, or any work or thing whatsoever done, or any condition creating in or about the Property during the term; (ii) any act, omission, breach of any provision of this Lease, or negligence of Lessee or any of the Lessee's licensees or the partners, directors, officers, agents, employees, invitees or contractors of the Lessee, or of Lessee's sublessees or licensees; and (iii) any accident, injury or damage whatsoever occurring in or at the Property. Lessee hereby expressly indemnifies Arvada, unless the claim is caused by the sole negligence of Arvada.

12. INSURANCE.

12.1 Insurance Required. Unless higher limits or additional coverages are required by Arvada, Lessee shall secure, purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability stated below throughout the duration of the Lease or any authorized extension.

12.1.1 Property Insurance. Lessee shall provide a Property Insurance policy including Machinery & Equipment Breakdown with both coverage parts including coverage for Spoilage, if applicable, and glass breakage that covers all of Lessee’s property on the Property (including, without limitation, inventory, trade fixtures, furniture, and other property removable by Lessee under the provisions of this Lease). Such policy will insure Lessee’s work and all Lessee’s improvements. Lessee’s policy will include the following policy terms and conditions: 1) Special Causes of Loss; 2) Replacement Cost Coverage equal to 100% of the replacement cost of aforementioned property; 3) No coinsurance; 4) Business income & extra expense including rental value equal to the expected gross annual revenue. It may also be provided on a 12-month actual loss sustained basis.

12.1.2 General Liability Insurance. Commercial General Liability insurance covering bodily injury, including death, property damage arising out of premises, operations, products, and completed operations, advertising and personal injury liability, contractual liability assumed liability coverage, and if applicable, molestation, assault, battery, and communicable diseases. The Commercial General Liability insurance policy shall provide coverage on an occurrence basis and shall include explosion, collapse, and underground hazard coverage. The Commercial General Liability insurance policy shall also provide Additional Insured status, effective as of the date stated in Section 5, to Arvada and any other party required by Arvada, throughout the term stated in Section 5. Additional Insured status

shall cover both completed and ongoing operations. Minimum limits of liability provided by this coverage shall be as follows:

General aggregate: \$2,000,000.00.

Products/completed operations aggregate: \$2,000,000.00.

Personal and advertising injury: \$1,000,000.00.

Each occurrence: \$1,000,000.00.

Fire and Legal Liability: \$1,000,000.00

- 12.1.3 Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.

12.2 Policy Requirements.

- 12.2.1 Any coverage required under Section 12.1 may be met through the use of primary and excess policies so long as the total amount of insurance coverage provided is equal to or greater than the amount specified in this agreement.

- 12.2.2 The Lessee shall furnish an ACORD Form 25 Certificate of Insurance, evidencing insurance, including copies of applicable endorsements within 14 calendar days of executing this Lease. If Lessee fails to do so, Arvada may terminate this Lease without notice and opportunity to cure.

- 12.2.3 All policies required under Section 12 must:

- 12.2.3.1 Be written through a company duly entered and authorized to transact that class of insurance in the State of Colorado. All policies written through private carriers are to be written with insurance carriers with an A.M. Best rating of "A-VII" or better;

- 12.2.3.2 Be primary to any insurance of, or available to, Arvada;

- 12.2.3.3 Provide a waiver of subrogation in favor of Arvada; and

- 12.2.3.4 Be endorsed to provide Arvada with a 30-day Notice of Cancellation for reasons other than nonpayment of premium, and a 10-day Notice of Cancellation for the reason of nonpayment of premium. Such endorsements shall be attached to the Certificate of Insurance. If any insurer does not make available such endorsement(s), as an alternative, Lessee or Lessee's insurance agent or broker shall provide a written statement that the responsible party will endeavor to provide the required Notices of Cancellation. Acceptance of such alternative notice is subject to the sole discretion of Arvada.

- 12.3 Approval, disapproval, or failure to act by Arvada or Arvada's agents regarding any insurance required of the Lessee shall not relieve Lessee of full responsibility for its obligations under this Lease, and the bankruptcy, insolvency or denial of coverage by the insurance company shall not exonerate the Lessee from liability. In the event any Insurer issues a reservation of rights for Arvada as an Additional Insured, Arvada shall be entitled to employ independent counsel at Lessee's expense.
- 12.4 Vendors, Subcontractors, or Other Parties Hired by Lessee. All parties hired by Lessee shall provide evidence of and maintain General Liability coverage, Automobile Liability coverage, Workers' Compensation and Employer's Liability coverage, and other coverages as deemed necessary by Arvada. Coverage shall include, in favor of Lessee and Arvada, but shall not be limited to include, Additional Insured Status, Primary and Non-Contributory coverage, and Waiver of Subrogation. All parties hired by Lessee shall include an indemnification obligation as evidenced in Section 11 of this Agreement, including Lessee, Arvada, and other indemnified parties as indemnitees.
- 13. COMPLIANCE WITH ALL LAWS.** Lessee shall comply with all applicable federal, Colorado, and Arvada laws, rules, regulations, policies and procedures in effect of hereinafter established, including, without limitation, laws applicable to discrimination and unfair employment practices and the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* ("ADA").
- 13.1 ADA Compliance. Lessee must maintain compliance with all applicable provisions of the ADA, including but not limited to, Title II and Title III provisions relating to physical access to the Property, effective communication, and access to any Lessee's programs, services, or activities provided through the use of the Property or funded, in whole or in part, by Arvada.
- 13.2 ADA Complaints. In the event Lessee receives an ADA complaint, Lessee shall notify Arvada's ADA Coordinator in writing within 7 calendar days of receiving the complaint. The Parties agree to cooperate in resolving any ADA complaint.
- 13.3 ADA Accommodations. Should Lessor, in Lessor's sole discretion, deem an ADA Accommodation is necessary for the public for any reason, Lessee will cooperate with Arvada's efforts to make the accommodation or accommodations on the Property. Lessor shall bear the costs of providing any such accommodation unless the Parties agree otherwise in writing. If an agent or representative of Lessee requests an accommodation relating to the agent's ability to perform their duties, Lessee shall bear the cost of providing any such accommodation unless the Parties agree otherwise in writing.

14. **ASSIGNMENT & SUBLEASE.** This Agreement shall not be assigned by Lessee without the prior written consent of Arvada, nor shall Lessee sublease the Property, or any portion thereof (except as otherwise provided for herein), or otherwise allow the utilization thereof by any other party without the express written consent of Arvada.
15. **NOTICES.** Any notice required or permitted by this 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. Such notice shall be deemed to have been given when deposited in the United States mail.
16. **PARAGRAPH CAPTIONS.** The captions of the paragraphs 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 Lease.
17. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Lease.
18. **INTEGRATION AND AMENDMENT.** This Lease represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by all of the Parties. If any other provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect.
19. **WAIVER OF BREACH.** A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.
20. **BINDING EFFECT.** This Lease 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 Lease except as otherwise expressly authorized herein.
21. **NO THIRD-PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Lease shall give or allow any such claim or right of action by any other third-party on such Lease. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.
22. **CORA.** Notwithstanding any provision in the response to solicitation or proposed contract, Lease, escrow Lease, or any other type of Lease to the contrary, Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*)(“CORA”),

which may require Arvada to disclose all or a portion of communications relating to the Lease, or terms of the same, or of any transaction under the Lease, and other related matters. Lessee have been advised to familiarize themselves with CORA. Therefore, any confidentiality provisions in the contract, Lease, escrow Lease, or any other type of Lease are subject to the provisions of CORA.

- 23. SUBCONTRACTING.** Lessee shall not subcontract any of its responsibilities under this Agreement without Arvada's prior written approval, which may be withheld in Arvada's sole discretion.

23.1 Prior to entering into a subcontract with a third-party for any services required under the Lease, the Lessee shall:

23.1.1 Give Arvada reasonable prior written notice specifying the components of the services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed subcontractor, and the reasons for subcontracting the work in question; and

23.1.2 Obtain Arvada's prior written approval of such subcontractor.

23.2 Arvada shall have the right to revoke its prior approval of a subcontractor and direct Lessee to replace such subcontractor as soon as possible.

23.3 Lessee shall be jointly and severally responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Lease or to comply with any duties or obligations imposed on Lessee under the Lease to the same extent as if such failure to perform or comply was committed by the Lessee or Lessee's personnel.

23.4 Lessee shall be Arvada's sole point of contact regarding the services, including with respect to payment.

- 24. 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.*

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

- 26. FORCE MAJEURE.** Any delays in or failure of performance by any party of its obligations under the Lease shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, pandemics, 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.

- 27. BINDING AUTHORITY.** Lessee represents and affirm that the signature page hereof accurately states the full legal name of Lessee (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of the Lessee, has been properly acknowledged and in all other respects is effective to bind the Lessee, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, Leases, or similar sources of authority or limitation.

Remainder of page intentionally left blank.

DATED THIS _____ day of _____, 2026.

CITY OF ARVADA

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

ARVADA HISTORICAL SOCIETY

Renee Nelson
President
arvadahistory50@gmail.com

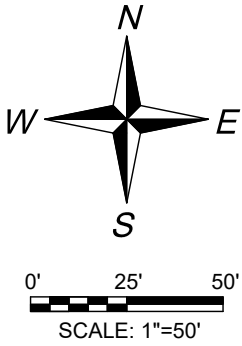
Exhibit A

LEASE AGREEMENT

**BY AND BETWEEN THE CITY OF ARVADA AND
THE ARVADA HISTORICAL SOCIETY FOR THE
PROPERTY LOCATED AT 11200 RALSTON ROAD,
ARVADA, CO 80004 ALSO KNOWN AS THE ALLEN
HOUSE**

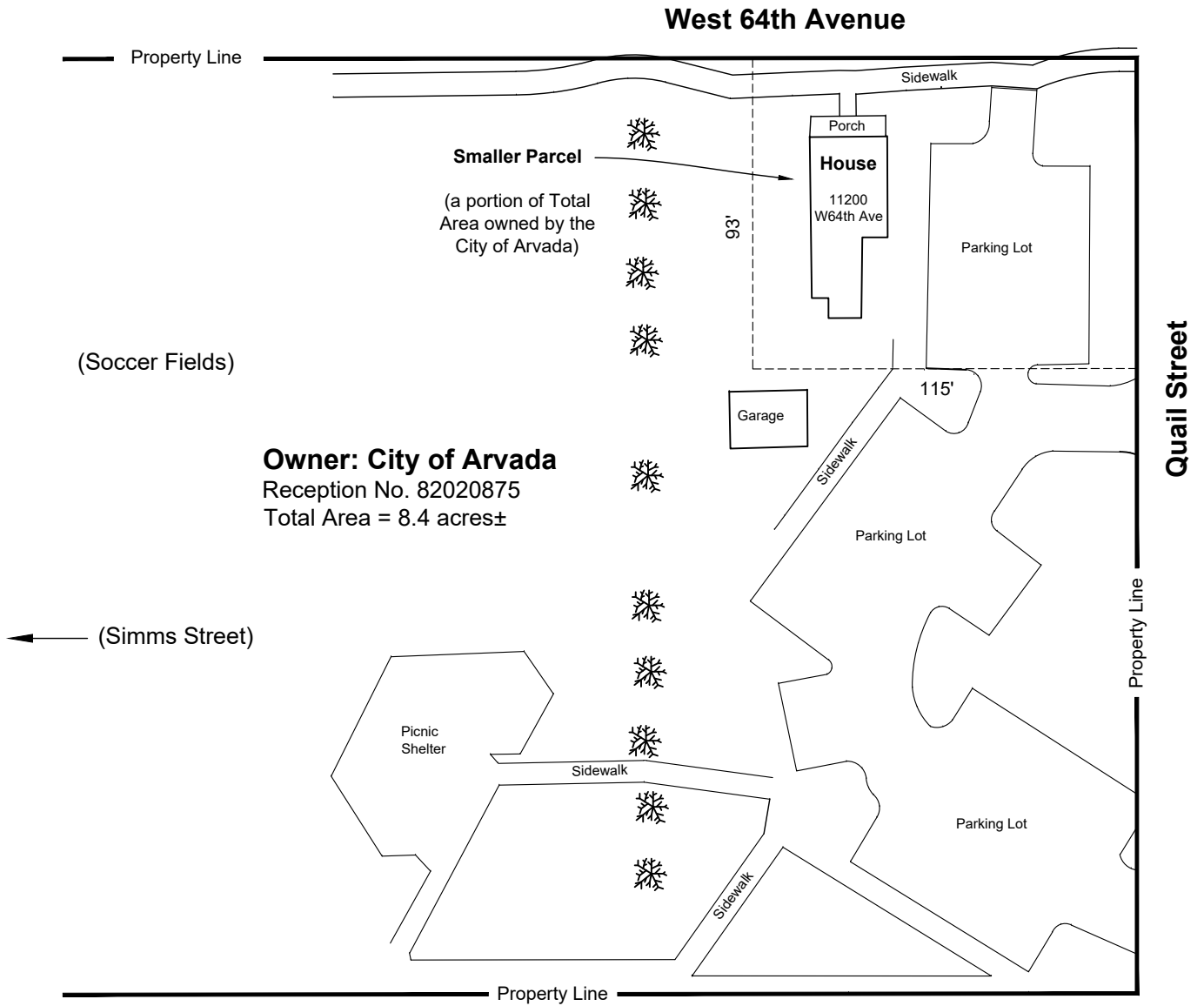
Exhibit "A"

(Lease Agreement)



NOTES:

- 1) This Exhibit is not a monumented survey or land survey plat. It is intended only to depict the areas defined in the lease agreement.
- 2) All Books, Pages, and Reception Numbers refer to Jefferson County records.



City of Arvada
P.O. Box 8101
Arvada, CO 80001-8101



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,000.00

Report in Brief

PRESENTER: Steve Gustafson

The east synthetic fields at Long Lake Regional Park (17850 W. 64th Ave.) were installed in 2007. The City's Vibrant Community & Neighborhoods (VCN) Department conducted a G-Max test of the synthetic turf in 2025, at which time the fields were determined to be unsafe for use and were subsequently closed. This agreement with Rocky Mountain Turf Solutions will address those safety concerns by removing and installing new synthetic turf, and will provide the community with a new and improved asset. The replacement of these fields will provide our community, and specifically our youth sports teams, a safe space for games and practice.

The Arvada team recommends that the City Council approve R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,000.00.

Financial Impact

The financial impact will be \$736,000.00, assuming sub-surface drainage is intact. Funding source: Long Lake East Synthetic Turf Replacement Fund, 180FD -10020PG - 10008CC.

Based on the estimated \$736,000.00 purchase, the return on investment will be five years. If this project needs the full budgeted amount of \$1,080,000.00, the return on investment will be seven years. The lifespan of the selected synthetic turf will be between 12-15 years.

Background

The east synthetic fields at Long Lake Regional Park are 18 years old; built in 2007. These fields have been tested by a third party, independent contractor for compaction and safety over the last two years. The Arvada team contracted with FieldTurf, the original installer, in 2023 to perform maintenance on those fields to help reduce compaction and extend the turf life. The maintenance performed in 2023 extended the life of the turf another two years, but the turf is at a point where it cannot be extended any further. Based on the findings of the most recent testing, the Arvada team, in consultation with stakeholders, to include representatives from Colorado Edge Soccer Club, closed those fields in the Fall of 2025, due to safety concerns.

Discussion

City Council's approval will provide a safe playing surface for the City's user groups, specifically Colorado Edge Soccer Club, as they are the primary user of the turf fields. The turf system that was selected through Rocky Mountain Turf Solutions is AstroTurf's 3D3 Rootzone Blend 52, which, through an independently funded research study by Michigan State University, is found to reduce torque transmitted to lower extremities.

Public Contact

SUBJECT: R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,000.00

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Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval is in alignment with VCN Goal 8 set forth by City Council:

"Enhances community health and quality of life by promoting active lifestyles and connecting Arvada's youth with the outdoors. Provides youth sports organizations with the highest quality of fields to ensure a safe and enriching playing environment for recreational and competitive sports."

Alternative Courses of Action

1. Approve R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, Inc., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount Not to Exceed \$1,080,000.00
2. Deny R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, Inc., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount Not to Exceed \$1,080,000.00.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Suggested Motion:

I move that R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, Inc., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,000.00, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Derrick Kuhl, Deputy Director VCN	12/16/2025
Jermel Stevenson, Director VCN	12/17/2025
Bryan Archer, Chief Financial Officer	12/18/2025
Gail Walker, Legal Specialist-Contracts	12/18/2025
Janelle Miller, Assistant City Attorney	12/18/2025
Rachel Morris, City Attorney	12/22/2025
Allison Scheck, Deputy City Manager	12/22/2025

SUBJECT: R26-004, A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed \$1,080,000.00

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ITEM: 8.A.4.

Don Wick, City Manager

12/30/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-004

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND RMTS, INC., D/B/A ROCKY MOUNTAIN TURF SOLUTIONS, FOR GOODS AND SERVICES RELATING TO SYNTHETIC TURF REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$1,080,000.00

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

APPROVED AND ADOPTED this 6th day of January, 2026.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
RMTS, INC., d/b/a ROCKY MOUNTAIN TURF SOLUTIONS,
FOR GOODS AND SERVICES RELATING TO SYNTHETIC
TURF REPLACEMENT IN AN
AMOUNT NOT TO EXCEED \$1,080,000.00**

1. **PARTIES.** The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or the “City”) and RMTS, Inc., d/b/a Rocky Mountain Turf Solutions, a Colorado corporation whose principal mailing address is 3823 Augusta Lane, Pueblo, CO 81001 (“Contractor”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”
2. **RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified entity to provide goods and services related to the removal and installation of turf at the east synthetic fields at Long Lake Regional Park located at 17850 W. 64th Avenue, Arvada, CO 80403.
 - 2.2. On or about October 10, 2025, Arvada issued *Request for Proposal 25-PKS-082: Long Lake Regional Park East Synthetics Replacement* (“RFP 25-PKS-082”), seeking responses from qualified entities to provide goods and services as described in Sec. 2.1 (“the Work”).
 - 2.3. Contractor is a sports field construction and synthetic turf installation company with extensive experience. On or about November 5, 2025, Contractor submitted its proposal in response to Arvada’s request (“Contractor’s Response”).
 - 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested goods and services and other related services, under the terms and conditions more fully set forth below.
 - 2.5. Arvada and Contractor agree that Arvada contemplates using Contractor as a Contractor for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its sole discretion, use other Contractors to perform similar work, and that this Agreement in no way limits Arvada from hiring other contractors or constitutes a contract for exclusive services from Contractor.
3. **CONTRACT DOCUMENTS AND EXHIBITS.**
 - 3.1. Contract Documents. The Contract Documents shall consist of this Agreement together with the following:

Exhibit A: Arvada’s RFP 25-PKS-082, including General Terms and Conditions; Special Terms and Conditions; and Insurance

Requirements; and

Exhibit B: Contractor's Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

- 3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this Agreement shall control, and then the terms of **Exhibit A**, and then **Exhibit B**, in that order.

3.2.1. In no event may any contradictory term or provision contained in **Exhibit B** supersede the provisions of this Agreement or **Exhibit A**. Any such contradictory term or provision shall be null and void.

4. TERM AND TERMINATION.

- 4.1. Effective date. This Agreement will become effective and binding on both Parties upon its execution by Arvada.

- 4.2. Term. The term of the Agreement shall remain in effect for one year from Arvada's execution of the Agreement as described in Sec. 4.1., unless otherwise agreed to in writing by the Parties, and subject to availability of funds. Should the warranty period described in Exhibit B exceed this term, the warranty shall remain in full force for the duration of the warranty period.

- 4.2.1. Commencement of Work. Notwithstanding the term of this Agreement, the Parties anticipate Contractor will complete the Work no later than April 31, 2026, unless the Parties agree, in writing, to a different time frame.

4.2.1.1. Contractor will furnish all materials, supplies, tools, equipment, labor, transportation, testing, and other services necessary for the completion of the Work.

- 4.2.2. Termination. Notwithstanding the above, Arvada may terminate this Agreement with or without cause upon 14 days written notice and in accordance with the provisions of this Agreement and **Exhibit A**.

- 4.3 Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, pandemics, 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.

5. COMPENSATION.

5.1. Payment. Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement in an amount not to exceed \$1,080,000.00.

5.1.1. Contractor shall submit itemized monthly invoices to Arvada for actual goods and services that have been accepted by Arvada or performed by Contractor. Payment by Arvada will be due NET 30 days.

5.2. Additional Work. Arvada may, during the term of this 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.

6. SCOPE OF SERVICES.

6.1. Scope of Work. Contractor shall supply the Goods and perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. The Scope of Work is described in **Exhibit A, pages 10-12**. Contractor is bound by all terms in Exhibit A and shall perform all Work or any additional obligations as set forth therein. The Goods that Contractor shall supply and install are described in **Exhibit B, Alternative 2: AstroTurf RootZone 3D3 Blend 52**. Notwithstanding the terms of Exhibits A or B, Parties agree that the inlaid markings required for the two 11 v. 11 soccer fields will be permanently installed in white synthetic turf, with one on each field. The 11 v. 11s will run north to south. The inlaid markings required for the four 9 v. 9 soccer fields will be permanently installed in bright yellow synthetic turf, with two on each field. The 9 v. 9s will run east to west. The endline of the 9 v. 9s shall be the sideline of the 11 v. 11. The inlaid markings required for the two unified lacrosse fields will be permanently installed in Florida blue synthetic turf, with one on each field. The end line for the unified lacrosse field shall be the white 11 v. 11 soccer end line.

6.1.1. Quality of Work. Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. Contractor shall provide removal and installation services that meet all industry standards, including all environmental and regulatory requirements. 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.

6.1.2. Quality of Goods. Goods provided by Contractor shall new, unused, and free from any defects in materials or workmanship. If Arvada identifies Goods falling short of the standards set forth herein, Arvada will notify Contractor in writing and Contractor will promptly replace the Goods, as

applicable under the warranty period.

6.1.3. Site Visit(s). Parties agree to complete site visit(s) for clarification on area of installation, if needed. Contractor will contact Arvada's Project Manager to arrange such site visit. Should Contractor fail to arrange such site visit, any dispute on the area of installation will be resolved in favor of Arvada.

6.2. Amendment. Should the Parties agree in writing to a change in the scope of services or a change in a deadline provided in the Contract Documents, then the Parties will timely execute an amendment, which will address the amended scope of services, revisions to necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the Parties deem necessary.

7. **TERMS AND CONDITIONS IN CONTRACT DOCUMENTS.** Contractor affirms that it has read and is familiar with all of the Contract Documents including the General Terms and Conditions and Special Terms and Conditions set forth in Exhibit A, and agrees to be bound by those Terms and Conditions.
8. **PERFORMANCE MEASURES.** The performance measures for this Agreement shall be those proposed by Contractor in Exhibit B and accepted by Arvada.
9. **PROJECT OWNERS.** Arvada designates Sean Hintz as Arvada's Project Owner. Mr. Hintz (shintz@arvada.org) will be Arvada's responsible staff member to provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Contractor of any such change in writing. Contractor designates Dave Lange as Contractor's Project Owner. Mr. Lange (dave@rmtsconst.com) will be Contractor's primary contact person during the course of this Agreement. Contractor may change the Project Owner(s) with Arvada's prior written approval.
10. **INSURANCE.** 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 under the terms of the Contract Documents. Contractor's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve Contractor of its obligations under this provision; Contractor's failure to fulfill the obligations of this section will make the Contractor the *per se* insurer.
 - 10.1. Contractor shall maintain insurance in the types and amounts shown in **Exhibit A**.
11. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and

as such, the remaining provisions will continue in full force and effect.

12. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's Project Owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.
13. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
14. **BINDING AUTHORITY.** 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.

Remainder of page intentionally left blank

DATED this _____ day of _____, 2026.

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: _____

**RMTS, INC., d/b/a ROCKY MOUNTAIN
TURF SOLUTIONS**, a Colorado corporation

Dave Lange
Director of Sales
3832 Augusta Lane
Pueblo, CO 81001

Exhibit A

**AN AGREEMENT BETWEEN THE CITY OF
ARVADA AND
RMTS, INC., d/b/a ROCKY MOUNTAIN TURF
SOLUTIONS, FOR GOODS AND
SERVICES RELATING TO SYNTHETIC
TURF REPLACEMENT IN AN
AMOUNT NOT TO EXCEED \$1,080,00.00**



REQUEST FOR PROPOSAL

Proposal #: 25-PKS-082

Title: Long Lake Regional Park East Synthetics Replacement

RFP Issued: October 10, 2025

Pre-proposal Meeting: October 22, 2025 1:00 PM MDT
Long Lake Regional Park, East Synthetics Fields,
17850 W 64th Ave., Arvada, CO 80403

Question Deadline: October 28, 2025 2:00 PM MDT
Questions must be submitted through BidnetDirect.com.
Responses will be posted on Bidnet via addendum.

Proposals Due By: November 5, 2025 2:00 PM MDT

Electronic Submissions must be submitted online at BidNetDirect.com.
This is the only valid source for postings regarding this solicitation.

Late responses will not be considered for award.

Projected Start Date: November, 2025

For additional administrative information not related to the project contact: Dawn Krank, dkrank@arvada.org
Contact with the requesting department may result in vendor disqualification.

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

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

VALUES:

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

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



Documents included in this Request:

General Terms and Conditions

Special Terms and Conditions

Insurance Requirements

Administrative Information and Evaluation Criteria

Statement of Work

Required Vendor Submittal Form, Submittal Checklist

Performance Measures Form

Attachments/Exhibits

A. Price Schedule (Excel Form)

B. Site Photo - LLRP_EAST_SYNTHETICS

page 3-5

page 5-6

page 7

page 7-9

page 10-12

page 13-14

page 15

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **ACCESSIBILITY COMPLIANCE.**
- 26.1 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.
- 26.2 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.
- 26.3 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 (26.2) above.
- 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) 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

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. NO OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract with no option to renew.

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- b. 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.
- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.

- d. 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. CLARIFICATION AND MODIFICATIONS

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

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED

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

6. CONFIDENTIAL DOCUMENTS

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

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials and the Cooperative Educational Purchasing Council (CPEC).

We hereby request that any member of MAPO/CPEC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

10. CONDITION OF MATERIALS AND PACKAGING

materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards. The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

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

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$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 Liability/Environmental 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.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, Proposals will not be able to upload to the BidNet site. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- a. 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.
- b. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- c. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of

new solicitations, addenda and communications.

- d. Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest.
- e. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

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

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

4. REJECTION OF OFFERS

- a. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - i. The vendor misstates or conceals any material fact in its Proposal;
 - ii. The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - iii. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - iv. The Offer does not include documents which are required for submission with the Offer; or
 - v. The Offer has not been executed by the vendor through an authorized signature.
- b. The City may, at its sole and absolute discretion:
 - i. Reject all or parts of Offers submitted by prospective vendors;
 - ii. Re-advertise this Solicitation;
 - iii. Postpone or cancel the Solicitation;
 - iv. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - (a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - (b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - (c) has pending litigation against the City on the date and time that the Solicitation is due.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria (listed in no particular order of importance):

- 1) Firm capabilities
- 2) Synthetic turf system
- 3) Infill material - what will hold up best to the weather conditions at Long Lake
- 4) Safety measures for site security
- 5) Effectiveness of implementation, or installation, plan
- 6) Price/total cost of ownership to support best value for services and/or products provided
- 7) Product Warranty
- 8) Performance Measures included in the proposal if a service over \$15,000

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. MINIMUM QUALIFICATIONS

To be considered for award of this contract, the following minimum qualifications must be met:

- a. Must have ten (10) fields of 30,000 SF or more of the specified material, including the infill material and fiber, in play for at least three years.
- b. Must have five (5) fields in play in a northwest climate for the past two (2) years, utilizing the same fiber and fiber manufacturer that is being proposed for this field.
- c. The Synthetic Turf Manufacturer must have manufactured and installed fields at every level of competition, including high school, college and professional.

Proposals that do not meet the minimum qualifications will not move forward in the evaluation process.

9. PROPOSAL FORMAT REQUIREMENTS

Written proposal should include the information in the format outlined below and be limited to no more than twenty-five (25) pages. Required City forms, resumes, title pages are excluded from page count. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in in one pdf file, with sections bookmarked. The file name should start with proposer's name, then the proposal number. Imbedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

- a. Cover & executive summary
- b. Detail Firm's and assigned staff capabilities, experience, qualifications, licenses and certifications
Include:
 - i. List of existing installations in Colorado
- c. Details of proposal – proposed synthetic turf system, infill material (Option 1 and 2) and installation plan, implementation timeline and project / project management approach as it applies to the Statement of Work/Scope of Services.
The following must be included:
 - i. List of all available turf colors
 - ii. Gradations of infill materials, provide specification sheets for Option 1: Silica sand and crumb rubber infill, and Option 2: Organic infill
 - iii. Warranty information that includes the length of the warranty period and what is covered by the warranty
 - iv. Safety plan, including site security
- d. Previous projects of similar size and scope, with references
Contractor must provide a list of three (3) references from completed projects. References must include:
 - i. Project name and address
 - ii. Owner's name, telephone number, and email address
 - iii. Project description (type and size of field(s), etc.)
 - iv. Project start and end dates
 - v. Project budget
- e. Completed attached City submittal forms and all other forms or attachments specifically requested
- f. Cost Proposal – Complete Attachment A Price Schedule, use the Excel file uploaded in Bidnet.

10. SAMPLES

Turf samples measuring 7 1/2" x 12" must be submitted, minimum of 1 sample per color – Green, White, Powder Blue and Yellow.

Samples must be labeled with: RFP 25-PKS-082 Long Lake Regional Park East Synthetics Replacement.

Samples must be delivered by the Proposal Due Date to:

In person:	By mail:
City of Arvada	City of Arvada
Dawn Krank, Purchasing	Dawn Krank, Purchasing
8001 Ralston Rd. (2 nd Floor, Annex Building)	7800 W 62nd Ave.
Arvada, CO 80002	Arvada, CO 80004

Samples not received by the Proposal Due Date and/or not labeled properly may result in proposal submission being deemed non-responsive.

STATEMENT OF WORK

Purpose

The City of Arvada (City) is seeking proposals from qualified vendors or contractors for the removal and replacement of the Long Lake Regional Park East synthetic soccer fields. The area is 155,250 SF (77,625 per field) square feet, and the work includes removal and disposal of the existing synthetic turf and infill, base preparation, nailer board inspection and replacement as needed, and installation of new synthetic turf system and infill.

Background

The City of Arvada is home to six athletic complexes that host a variety of organized sports activities, including soccer, lacrosse, rugby, baseball, and softball. Long Lake Regional Park has five ball fields, multipurpose grass fields, off-street parking, non-reservable pavilion, picnic tables, year-round ADA portable toilet, restrooms, soccer field, and multipurpose synthetic fields.

The current synthetic turf system for the two soccer fields is a crumb rubber infill system. The turf has sub-surface drains that are to remain intact for the new system. The City rents these synthetic turf fields year-round as long as it is not covered by snow.

Long Lake Regional Park has extreme weather conditions, for example gusts of wind up to 100MPH and winter weather conditions. Infill should be able to withstand these conditions in the specified turf system with minimal infill loss.

Job Site

Long Lake Regional Park, 17850 W 64th Avenue, Arvada, Colorado 80403

Scope of Work

- Removal and replacement of 155,250 SF (77,625 per field) square feet of synthetic turf.
- Products must be PFAS free
- Color of synthetic turf to be a standard shade of green.
- Inlaid markings as required for 2 11 v 11 soccer fields permanently installed in white synthetic turf. 1 on each field. The 11v11s should run North to South.
- Inlaid markings as required for 4 9 v 9 soccer fields permanently installed in yellow synthetic turf 2 on each field. These should run east to west, the endline of the 9v9s shall be the sideline of the 11v11
- Inlaid markings as required for 2 unified lacrosse permanently installed in powder blue synthetic turf, 1 on each turf. The end line for the unified lacrosse field shall be the white 11v11 soccer end line.
- Verify that all sub-base leveling is complete prior to installation
- Provide one (1) Gmax test upon substantial completion of each field.
- Inspect and replace nailer boards as needed

Infill Options (Provide specification sheets and pricing information for both of the following options)

Option 1

- Silica sand and crumb rubber infill
 - Crumb rubber infill in existing synthetic turf field may be extracted and reused for up to 1/2 of the crumb rubber infill installed in the replacement synthetic turf system.
- Crumb Rubber shall be black ambient SBR ground crumb rubber

Option 2

- Organic infill
 - Organic infill specifications must be provided, including mix ratio with sand and gradation sizes if applicable
 - Addition of shock pad

Removal of Existing Turf

- Remove infill materials from the turf surface using appropriate equipment, such as vacuum systems or turf sweepers.
- Collect and segregate infill materials for reuse or proper disposal according to environmental guidelines and regulations.
- Inspect and assess the condition of the base layer for any repairs or replacements needed before installing the new turf.

Inlays

- Color of synthetic turf to be a standard shade of green.
- Inlaid markings as required for 11 v 11 soccer permanently installed in white synthetic turf.
 - 11v11 field size is 330' L x 210' W
- Inlaid markings as required for 9 v 9 soccer permanently installed in yellow synthetic turf.
 - 9v9 field size is 210' L x 150' W
- Inlaid markings as required for unified lacrosse permanently installed in blue synthetic turf.
 - Unified Lacrosse field size is 330' L x 180' W
- All markings to be installed in accordance with manufacturer's approved shop drawings. No painted lines or markings accepted.
- Field layout line precedence: Break 9v9 soccer, and lacrosse lines at white 11v11 soccer lines.

Sub Grade

- Inspect and assess the condition of the base layer for any repairs or replacements needed
- Regrade sub grade as needed
- Verify that all sub-base leveling is complete prior to installation

Nailer Boards

- Nailer boards are to be inspected and replaced as needed
- Bidder to provide a Unit Price per linear
- Nailer board shall be plastic composite boards, Trex or approved equal. Nominal dimension 2"x4".
- Splitting of 2x6 boards is not acceptable.
- Nailer board shall be installed with a 1/2" spacing between boards to allow for expansion and contraction. Spacing shall be adjusted based on manufacturers' recommendations.
- Nailer board concrete fasteners shall be 3/8" x 3" heavy duty concrete hex screws or an approved mechanical fastener.

Drainage

- The aggregate drainage layer beneath the existing turf shall NOT be demolished / removed and shall remain intact. If during the demolition process this layer is damaged and / or planarity is lost, the Contractor shall be responsible for the repairs to this area, so it meets planarity requirements.

Site Security

Contractor is responsible for fencing the site during construction. Fencing should be standard wire fencing panels.

Schedule or Timeline for Performance

Work to be coordinated with the City Project Manager.

Work hours will be between 7am – 7pm, Monday through Friday.

The field will be closed starting November 3rd and construction can start any date after that upon notice to proceed from the City.

Deliverables

- Shop Drawings - Prior to Work beginning, Contractor will provide, for City approval, Shop Drawings indicating:
 - To scale and dimension, color drawings of all lines and markings
 - Dimensions of all turf extents, lines and markings
 - Enlarged details of line intersections and other markings
 - Turf panel layout and seaming plan
- Maintenance Manuals - Upon substantial completion of the work contractor to provide three (3) hard copies and one electronic version of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system

The rest of this page is intentionally left blank.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

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

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have 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

Type of Business: Corporation, State of Incorporation _____ Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

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? _____

SUBMITTAL CHECKLIST:

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

- ☐ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
 - ☐ Cover & Executive Summary
 - ☐ Detail Firm's and assigned staff capabilities, experience, qualifications, licenses and certifications
 - ☐ Details of Proposal – Proposed products & services, implementation timeline, warranties and safety plan
 - ☐ Previous projects of similar size and scope, with references
 - ☐ Completed, signed Required Vendor Submittal Form, Performance Measures, and any other attachments requested
 - ☐ Cost Proposal – Complete Attachment A Price Schedule, use the Excel file uploaded in Bidnet.
- ☐ **SAMPLES** - See Section 10. Samples of Administrative Information for instructions on submitting required product samples.

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. 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.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

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 the City will monitor and report on the Vendor's 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 be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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 be considered when renewing or awarding a contract with a vendor.

Use the Excel file included in
Bidnet to complete this form

Attachment A

PRICE SCHEDULE



RFP 25-PKS-082 Long Lake Regional Park East Synthetics Replacement

Bid # and Title

Contractor

Address, City, ZIP

Telephone

Prepared By

Date

Removal		Price
Remove and dispose of old Synthetic Turf		

New Turf System/Installation	Product Name	Price
Proposed Synthetic Turf Product		
Total Labor Costs		
Total Material Costs		
Total New System Install		

Total Proposal Price		
----------------------	--	--

Infill Products	Product Name, Estimated Quantity, Price per #	Price
Infill Option 1 - Sand/Crumb Rubber		
Infill Option 2 - Organic Infill		
Additional Shock Pad		

Backer Board Liner Foot Price if Needed	Product Type	Price
Proposed Backer Board		

Lead Time	Product	Days
Lead Time from Receipt of Order to Shipping	Infill Option 1 - Sand/Crumb Rubber	
Lead Time from Receipt of Order to Shipping	Infill Option 2 - Organic Infill	
Lead Time from Receipt of Order to Shipping	Additional Shock Pad	
Lead Time from Receipt of Order to Shipping	Proposed Backer Board	



17850
W. 64th Pky.

Exhibit B

**AN AGREEMENT BETWEEN THE CITY OF
ARVADA AND
RMTS, INC., d/b/a ROCKY MOUNTAIN TURF
SOLUTIONS, FOR GOODS AND
SERVICES RELATING TO SYNTHETIC
TURF REPLACEMENT IN AN
AMOUNT NOT TO EXCEED \$1,080,00.00**



Proposal Submitted By:

Rocky Mountain Turf Solutions

Dave Lange (303) 596-7407

DAVE@RMTSCONST.COM

3823 Augusta Lane

Pueblo, CO 81001

Project:

RFP 25-PKS-082

Long Lake Regional Park East Synthetics Replacement

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A. Executive Summary

Rocky Mountain Turf Solutions (RMTS) is an owner-operated sports field construction and synthetic turf installation company based in Colorado. RMTS is a turnkey company that provides all services with in-house, experienced crews. We take pride in a job well done and oversee every step of the field building process. One of the owners of RMTS will be on site to ensure the work is of the highest quality.

RMTS has been partnering with parks & recreation departments, universities, school districts, municipalities, and commercial entities throughout the Rocky Mountain region since 2015. We encourage you to contact the references listed in the attachment to appreciate better the breadth and depth of the services we offer.

RMTS has extensive experience in field construction and the installation of synthetic turf. Our head of operations has over 25 years of experience in environmental and civil construction. Our installation supervisor has 26 years of experience installing turf nationwide. RMTS has a long track record of meeting contract deliverables and exceeding customer expectations.

We are the exclusive distributor of AstroTurf products in the Rocky Mountain region. AstroTurf manufactures its own master batch of turf in Georgia, ensuring on-time access to the best-quality turf in the industry. AstroTurf consistently delivers turf to RMTS within 28 days of approved shop drawings on every project we have installed in the past six years.

RMTS has demonstrated excellent competency and quality of work in meeting client expectations, with all projects completed on schedule and within budget. We are committed to meeting and exceeding all facets of the terms and conditions of the RFP for the Long Lake Regional Park East Synthetics Replacement. We are confident that we bring the best products and the most qualified team to deliver a safe, durable, high-performance solution for the City of Arvada and the unique environmental conditions of Long Lake Regional Park.

B. Company / Staff Capabilities and Experience

RMTS is an owner-operated sports field construction and turf installation company based in Colorado. Having one or more owners directly involved in every project allows us to maintain exceptional quality control on all aspects of our projects.

Owner-Operator

President Kent Hartman, who is responsible for planning, directing, coordinating, and overseeing field operations in the company, is present every step of the way with our projects. Kent Hartman is a seasoned, skilled civil contractor specializing in the building, grading, or regrading of aggregate bases, as well as installing turf.

Over 15 + Years of Civil Construction and Commercial Landscaping. The past 9 years have been focused on sports field building in the Rocky Mountain Region.

- Manage all field building and operations
- Organize safety protocols and implement practices on the job site
- Manage consistent business operations by maintaining vision and direction
- Keep executive team on-track with skilled leadership for planning and daily operations.
- Enhance department functionality with forward-thinking recommendations

Notable Field Build & Base Construction Experience

- City of Brighton – Brighton Sports Complex (4 Softball Fields), Pawlowski Softball Complex (4 Fields), and Watertower Park (3 Soccer Fields)
- Hyland Hills Parks & Recreation – Hyland Hills Sports Complex (3 Fields)
- Colorado School of Mines – Marv Kay Stadium Football Field, Stermole Soccer Field, Stermole Track & Field Complex, Joe Coors, Jr. Softball Field
- Regency Athletic Complex at Metro State University – Baseball, Soccer, & Softball Fields
- City of Denver – Parkfield Lake City Park (4 Acre Soccer Complex)

Turf Installation

Jim Kaltmayer, our Vice President of Turf Installation, is a well-respected turf installer throughout the United States with 26 years of experience. He will be the lead installer throughout the turf installation process.

Notable Turf Installation Experience

- Superdome (New Orleans, LA)
- Giants Stadium (East Rutherford, NJ)
- Edward Jones Dome (St. Louis, MO)
- Georgia Dome (Atlanta, GA)

- Colorado School of Mines (Football, Soccer)
- MSU Denver (Soccer, Baseball, Softball)
- University of Texas
- University of North Carolina

Project Management

Todd Schuler, our Director of Operations, leads our project management, logistics and customer support operations. Todd has 15+ years in education, athletic program management, facility management, and facility construction in the sports and recreation sectors. Skilled in project planning, building teams, managing people, facility design, and sports and recreation programming. Nationally accredited athletic administrator (CMAA) and a Certified Stormwater Manager (CSM).

Notable Projects

- Venture Park at Brighton Crossings (Soccer, Baseball)
- Colorado School of Mines – Stermole Track & Field Complex, Joe Coors, Jr. Softball
- Regis Jesuit – Lou Kellogg Stadium Track & Field, Tennis Complex
- Cardinal Gibbons High School – Stadium Track & Field Complex, Tennis Complex, Practice Facility

Each member of the RMTS team works full-time for RMTS and will devote as much as his or her time and attention as necessary for the successful and timely completion of this project. RMTS employees are hired almost exclusively based on recommendations from others in the synthetic turf industry. We have a diverse collection of employees. We have developed a solid reputation for offering quality opportunities, good working conditions and fair treatment of our personnel. This has resulted in the development of expert crews and well-qualified workers, several who relocated to Colorado to join our company.

Skills and Capabilities Include:

- Civil Construction
- Turf Field Base Construction
- Turf Installation and Repair
- GPS Modeling
- Excavation and Grading
- Drainage Design and Implementation
- Irrigation
- Stormwater Management

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf.
FIELDS

Rekortan
TRACKS

Laykold
COURTS

SYNLAWN
LANDSCAPE

October 20, 2025

To whom it may concern,

This letter serves as formal confirmation that **Rocky Mountain Turf Solutions** is a **certified installer** for **AstroTurf** products.

Rocky Mountain Turf Solutions has met all requirements and qualifications necessary to install AstroTurf systems and is recognized for maintaining the standards of quality, professionalism, and service that AstroTurf expects from its certified partners. They are authorized to install a full range of AstroTurf synthetic turf systems for athletic and recreational applications.

Should you have any questions or require further information regarding Rocky Mountain Turf Solutions' certification status, please do not hesitate to contact us directly.

Sincerely,



Melissa Cochran
AstroTurf Corporation

Recent Installations in Colorado						
YEAR	CUSTOMER	PROJECT	SIZE (SQ FT)	PRODUCT	CITY	STATE
2025	Windsor Middle School	Football/Soccer Field	95,000	3D3 Root Zone 52 oz	Windsor	CO
2025	Columbine High School	Baseball Field	35,000	3D3 Root Zone 52 oz	Littleton	CO
2025	Lewis Palmer High School	Football/Soccer Field	90,000	3D3 Root Zone 52 oz	Monument	CO
2025	Brighton Crossing	Soccer and Baseball Fields	200,000	3D3 Root Zone 52 oz	Brighton	CO
2025	YMCA of Pueblo	Soccer Field	49,690	3D3 Root Zone 52 oz	Pueblo	CO
2024	University High School	Football Field	95,000	3D3 Root Zone 52 oz	Greeley	CO
2024	Widefield Parks and Rec	Soccer Field	75,250	3D3 Root Zone 60 oz	Colorado Springs	CO
2024	Northglenn High School	Football Field	78,750	3D3 Root Zone 52 oz	Northglenn	CO
2024	City of Trinidad - City Park	Baseball Infield	37,000	3D3 Root Zone 52 oz	Trinidad	CO
2024	Prairie View High School	Baseball Infield	38,700	3D3 Root Zone 52 oz	Brighton	CO
2024	Aurora District Stadium	Football Field	79,500	3D3 Root Zone 52 oz	Aurora	CO
2024	Prairie High School	Football Field	111,700	3D3 Root Zone 52 oz	New Raymer	CO
2024	Prairie High School	Baseball Field	95,500	3D3 Root Zone 52 oz	New Raymer	CO
2024	Colorado School of Mines	Football Field	81,700	3D3 Root Zone 52 oz	Golden	CO
2024	Adams State University	Soccer Field	106,000	Rhino Blend 42 oz	Alamosa	CO
2024	Adams State University	Baseball Infield	17,300	3D3 Root Zone 52 oz	Alamosa	CO
2024	Colorado School of Mines	Softball Field	49,800	3D3 Root Zone 52 oz	Golden	CO
2024	El Pomar Sports Complex	Play Area	10,462	3D3 Root Zone 52 oz	Colorado Springs	CO
2024	Fowler High School	Multi Use Field	45,000	3D3 Root Zone 52 oz	Fowler	CO
2023	Villa Bella	Recreation field	20,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Pueblo West High School	Baseball Infield	30,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Banning Lewis Ranch Academy	Football Field	91,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Sanctuary Pointe	Soccer Field	117,000	3D3 Root Zone 52 oz	Colorado Springs	CO
2023	Regis Jesuit High School	Football Stadium and Track	90,000	3D3 Root Zone 52 oz	Aurora	CO
2023	Runyon Field - Hobbs Field	Hobbs Infield	30,600	3D3 Root Zone 52 oz	Pueblo	CO
2023	City of Brighton Water Tower Park	3 football & soccer fields	176,000	3D3 Root Zone 52 oz	Brighton	CO
2023	Pueblo West High School	Football Field	90,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Windsor High School	Football Field	80,000	3D3 Root Zone 52 oz	Windsor	CO
2023	Meadowlark Elementary School	Play Field	8,400	3D3 Root Zone 52 oz	Erie	CO
2023	Adams State University	Football Field	97,247	3D3 Root Zone 52 oz	Alamosa	CO
2023	Horizon Middle School	Softball Field	38,000	3D3 Root Zone 52 oz	Colorado Springs	CO
2023	Littleton Academy	Soccer Field	44,000	3D3 Root Zone 52 oz	Littleton	CO
2023	Vista Ridge High School	Football field	97,000	3D3 Root Zone 52 oz	Colorado Springs	CO
2023	Mountain Vista High School - Baseball	Baseball - Infield	6,400	3D3 Root Zone 52 oz	Highlands Ranch	CO
2022	Branson School District	Football Field	47,400	3D3 OPS 52 oz	Branson	CO
2022	Family Worship Center	Soccer Field	38,000	Rhino Blend 42 oz	Pueblo	CO
2022	The Farm Athletic Performance Center	Indoor Baseball	25,200	3D3 OPS 52 oz	Colorado Springs	CO
2022	Christ Church Pueblo West	Mini Soccer Field	10,800	3D3 OPS 52 oz	Pueblo	CO
2022	City of Brighton	Adult Sports Complex	220,000	3D3 OPS 52 oz	Brighton	CO
2022	City of Brighton	Adult Sports Complex	196,000	3D3 OPS 52 oz	Brighton	CO
2022	City of Brighton	Pawlowski Sports Complex	141,000	3D3 OPS 52 oz	Brighton	CO
2022	Otero College	Baseball Infield	36,100	RBI 60 oz	Otero	CO
2022	Runyon Field Sports Complex	Corsentino - Softball Infield	14,000	3D3 OPS 52 oz	Pueblo	CO
2022	Brighton School District 27J	Overland Trail Middle School	96,000	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Brighton School District 27J	Prairie View Middle School	88,000	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Brighton School District 27J	Vikan Middle School	93,000	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Brighton School District 27J	Brantner Elementary	27,300	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Adams State University	Softball Field	56,600	3D3 OPS 52 oz	Alamosa	CO
2022	Colorado School of Mines	Soccer Field	98,000	3D3 OPS 52 oz	Golden	CO
2022	Colorado School of Mines	Football Field	95,000	3D3 Root Zone 52 oz	Golden	CO
2022	Metropolitan State University	Soccer Field	112,000	RootZone 3D3 Blend 52	Denver	CO
2022	Metropolitan State University	Baseball Field	123,600	RBI 60	Denver	CO
2022	Metropolitan State University	Softball Field	46,400	RBI 60	Denver	CO
2022	Fountain Fort Carson High School	Soccer Field	76,000	3D3 OPS 52 oz	Fountain	CO
2022	YDDC in New Mexico	Small football field	31,000	Rhino Blend 42 oz	Albuquerque	CO
2022	Byers High School	Baseball Field	98,000	3D3 Root Zone 52 oz/Rhino 42	Byers	CO
2022	Valor Christian High School	Practice Field	119,508	3D3 Root Zone 52 oz	Highlands Ranch	CO
2022	Littleton Academy	Soccer Field	47,472	3D3 Root Zone 52 oz/Brock Fill and SP 17	Littleton	CO
2022	Runyon Field Sports Complex	Hobbs Field - Infield	37,900			

YEAR	CUSTOMER	PROJECT	SIZE (SQ FT)	PRODUCT	CITY	STATE
2025	Windsor Middle School	Football/Soccer Field	95,000	3D3 Root Zone 52 oz	Windsor	CO
2025	Columbine High School	Baseball Field	35,000	3D3 Root Zone 52 oz	Littleton	CO
2025	Lewis Palmer High School	Football/Soccer Field	90,000	3D3 Root Zone 52 oz	Monument	CO
2025	Brighton Crossing	Soccer and Baseball Fields	200,000	3D3 Root Zone 52 oz	Brighton	CO
2025	YMCA of Pueblo	Soccer Field	49,690	3D3 Root Zone 52 oz	Pueblo	CO
2024	University High School	Football Field	95,000	3D3 Root Zone 52 oz	Greeley	CO
2024	Widelfield Parks and Rec	Soccer Field	75,250	3D3 Root Zone 60 oz	Colorado Springs	CO
2024	Northglenn High School	Football Field	78,750	3D3 Root Zone 52 oz	Northglenn	CO
2024	City of Trinidad - City Park	Baseball Infield	37,000	3D3 Root Zone 52 oz	Trinidad	CO
2024	Prairie View High School	Baseball Infield	38,700	3D3 Root Zone 52 oz	Brighton	CO
2024	Aurora District Stadium	Football Field	79,500	3D3 Root Zone 52 oz	Aurora	CO
2024	Prairie High School	Football Field	111,700	3D3 Root Zone 52 oz	New Raymer	CO
2024	Prairie High School	Baseball Field	95,500	3D3 Root Zone 52 oz	New Raymer	CO
2024	Colorado School of Mines	Football Field	81,700	3D3 Root Zone 52 oz	Golden	CO
2024	Adams State University	Soccer Field	106,000	Rhino Blend 42 oz	Alamosa	CO
2024	Adams State University	Baseball Infield	17,300	3D3 Root Zone 52 oz	Alamosa	CO
2024	Colorado School of Mines	Softball Field	49,800	3D3 Root Zone 52 oz	Golden	CO
2024	El Pomar Sports Complex	Play Area	10,462	3D3 Root Zone 52 Oz	Colorado Springs	CO
2024	Fowler High School	Multi Use Field	45,000	3D3 Root Zone 52 oz	Fowler	CO
2023	Villa Bella	Recreation field	20,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Pueblo West High School	Baseball Infield	30,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Banning Lewis Ranch Academy	Football Field	91,000	3D3 Root Zone 52 oz	Pueblo	CO
2023	Sanctuary Pointe	Soccer Field	117,000	3D3 Root Zone 52 oz	Colorado Springs	CO
2023	Regis Jesuit High School	Football Stadium and Track	90,000	3D3 Root Zone 52 oz	Aurora	CO
2023	Runyon Field - Hobbs Field	Hobbs Infield	30,600	3D3 Root Zone 52 oz	Pueblo	CO
2023	City of Brighton Water Tower Park	3 football & soccer fields	176,000	3D3 Root Zone 52 oz	Brighton	CO
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2023	Windsor High School	Football Field	80,000	3D3 Root Zone 52 oz	Windsor	CO
2023	Meadowlark Elementary School	Play Field	8,400	3D3 Root Zone 52 oz	Erie	CO
2023	Adams State University	Football Field	97,247	3D3 Root Zone 52 oz	Alamosa	CO
2023	Horizon Middle School	Softball Field	38,000	3D3 Root Zone 52 oz	Colorado Springs	CO
2023	Littleton Academy	Soccer Field	44,000	3D3 Root Zone 52 oz	Littleton	CO
2023	Vista Ridge High School	Football field	97,000	3D3 Root Zone 52 oz	Colorado Springs	CO
2023	Mountain Vista High School - Baseball	Baseball - Infield	6,400	3D3 Root Zone 52 oz	Highlands Ranch	CO
2022	Branson School District	Football Field	47,400	3D3 OPS 52 oz	Branson	CO
2022	Family Worship Center	Soccer Field	38,000	Rhino Blend 42 oz	Pueblo	CO
2022	The Farm Athletic Performance Center	Indoor Baseball	25,200	3D3 OPS 52 oz	Colorado Springs	CO
2022	Christ Church Pueblo West	Mini Soccer Field	10,800	3D3 OPS 52 oz	Pueblo	CO
2022	City of Brighton	Adult Sports Complex	220,000	3D3 OPS 52 oz	Brighton	CO
2022	City of Brighton	Adult Sports Complex	196,000	3D3 OPS 52 oz	Brighton	CO
2022	City of Brighton	Pawlowski Sports Complex	141,000	3D3 OPS 52 oz	Brighton	CO
2022	Otero College	Baseball Infield	36,100	RBI 60 oz	Otero	CO
2022	Runyon Field Sports Complex	Correntino - Softball Infield	14,000	3D3 OPS 52 oz	Pueblo	CO
2022	Brighton School District 27J	Overland Trail Middle School	96,000	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Brighton School District 27J	Prairie View Middle School	88,000	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Brighton School District 27J	Vikan Middle School	93,000	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Brighton School District 27J	Brantner Elementary	27,300	3D3 RootZone 52 oz w/ Brock SP 17	Brighton	CO
2022	Adams State University	Softball Field	56,600	3D3 OPS 52 oz	Alamosa	CO
2022	Colorado School of Mines	Soccer Field	98,000	3D3 OPS 52 oz	Golden	CO
2022	Colorado School of Mines	Football Field	95,000	3D3 Root Zone 52 oz	Golden	CO
2022	Metropolitan State University	Soccer Field	112,000	RootZone 3D3 Blend 52	Denver	CO
2022	Metropolitan State University	Baseball Field	123,600	RBI 60	Denver	CO
2022	Metropolitan State University	Softball Field	46,400	RBI 60	Denver	CO
2022	Fountain Fort Carson High School	Soccer Field	76,000	3D3 OPS 52 oz	Fountain	CO
2022	YDDC in New Mexico	Small football field	31,000	Rhino Blend 42 oz	Albuquerque	CO
2022	Byers High School	Baseball Field	98,000	3D3 Root Zone 52 oz/Rhino 42	Byers	CO
2022	Valor Christian High School	Practice Field	119,508	3D3 Root Zone 52 oz	Highlands Ranch	CO
2022	Littleton Academy	Soccer Field	47,472	3D3 Root Zone 52 oz/Brock Fill and SP 17	Littleton	CO
2022	Runyon Field Sports Complex	Hobbs Field - Infield	37,900	3D3 OPS	Pueblo	CO
2022	Vista Ridge High School	Football Field	103,587	3D3 RootZone 52 oz	Colorado Springs	CO
2021	Brown Elementary School	Playground	17,500	Rhino Blend 42 oz	Denver	CO
2021	Denver Public Schools	Playground	15,000	Brock YSR/BrockFill	Denver	CO
2021	Aurora High Point at DIA	Multi Sport Field	93,600	Rhino Blend 42 oz	Aurora	CO
2021	CSU Pueblo	Rawlings Field	151,650	3D3 OPS 52 oz	Pueblo	CO
2021	CSU Pueblo	Indoor Fieldhouse	32,000	Rhino SF 38	Pueblo	CO
2021	Parker Fieldhouse	Indoor Fieldhouse	14,620	Decade	Parker	CO
2021	Denver Parks & Rec	Parkfield Lake Park/Soccer/Lacrosse	235,000	Rhino Blend 42 oz	Denver	CO
					</	

C. Details of Proposal

Turf and Infill System Options

Base Bid - Good Value

AstroTurf Rhino Blend 42 oz - Sand & Rubber Infill

By combining slit film and High Micron fibers into a single system, the Rhino Blend offers durability and aesthetics. Budget-conscious option that blends monofilament and slit film fibers for great looks and durability.

ALTERNATE #1 – Value and Longevity

AstroTurf Rhino Blend 46 oz - Sand & Rubber Infill

All of the same benefits of the Rhino Blend 42 system, with a denser 46 oz face weight. The extra fiber will improve playability and field longevity.

ALTERNATE #2 (Rubber) - Better performance in High-Winds than Rhino Options

AstroTurf 3D3 Rootzone 2" 52 oz - Sand & Rubber Infill

The 3D Series combines three unique fibers in one system - RootZone, Trionic Monofilament, and ultra-durable slit film. The RootZone, a texturized layer of fibers that draws down to encapsulate infill, results in minimal rubber splash, better shock absorbency, and less infill migration than basic systems. In an exposed, high-wind environment like Long Lake, the AstroTurf Rootzone system will reduce infill migration, improving athlete safety and extending field life. The higher-density face weight (52oz vs 42oz) offers enhanced durability and a more plush appearance. The RootZone improves safety, playability, and durability, making 3D systems the top choice for athletes and field owners alike. Importantly, independent research funded by Michigan State University has shown that the RootZone reduces torque transmitted to the lower extremities.

Alternate 2 (Rubber) provides traditional sand-and-rubber infill. This is a time-tested option that offers excellent durability. It will not give the heat-reduction properties of the organic Brockfill system.

ALTERNATE #2 (Organic) – RECOMMEND – Best Overall System for performance, safety, high-winds, heat reduction, and environment

AstroTurf 3D3 Rootzone 2" 52 oz - Brock SP17 w/ sand and Brockfill Infill

Alternate #2 (Organic) provides the same technical benefits of the 3D Series Turf with Rootzone. Infill will be encapsulated, resulting in less infill splash and less migration due to rain and/or wind.

Brockfill/Brock SP17 ShockPad - Brockfill is a highly engineered wood particle infill specifically designed to improve traction and reduce artificial turf heat. It's organic, made from a species of southern pine grown, harvested, and replanted in continuous cycles. Brockfill reduces on-field temperatures by 30-40 degrees compared to crumb rubber. Testing has proven that Brockfill achieves the lowest splash when dry, compared to other infills, and performs even better when damp. Fields that utilize an SP shock pad demonstrate the safety, speed, and impact performance that replicates a quality natural turf surface; plus, they drain fast and last longer.

AstroTurf is PFAS Free

AstroTurf is the first synthetic turf company to develop PFAS-free turf. AstroTurf products are tested for per- and polyfluoroalkyl substances (PFAS). Third-party, internationally accredited labs test AstroTurf products for individual PFAS compounds and total organic fluorine. This includes the organic fluorine tests. AstroTurf products have been PFAS-free since 2020.

AstroTurf achieves this by removing a fluorinated polymer from the turf manufacturing process and applying a new generation of polymer process aids that are free from fluorinated chemistry. This proactive innovation went beyond the regulations at the time and ensured that AstroTurf is leading the industry in PFAS elimination.

At present, California has the most stringent regulations, as outlined in California Health and Safety Code 108945. In 2023, products manufactured at STR in Dalton, GA, were tested by independent laboratories and found to comply with this Californian standard, which sets a PFAS threshold using a total organic fluorine screening method specifically for children's products. Meeting this standard determines the threshold of what is considered 'PFAS-free'.

Installation Plan

RMTS has several in-house crews for every one of our projects. We will self-perform all the work required on this project.

Our project implementation plan will begin by protecting existing structures and areas from ingress and egress of construction equipment and materials. We will secure the project site by setting up standard metal construction fencing panels around the perimeter.

RMTS will then remove all of the existing synthetic turf system on both fields. With the ability to re-use up to 50% of the existing infill, following filtering, RMTS will first bring in our "Roto-tine" equipment onto the fields to lift infill out of the existing synthetic turf. After the infill is exposed, we will bring our "Eliminator" infill extractor over the field and screen and bag the exposed infill into super sacks for re-use in the new AstroTurf turf system being installed. These bags will be stored in a predetermined on-site location for ease of use after the turf has been installed. Following extraction of the infill, we cut the existing turf into 7 ½' - 15' wide rolls and strategically

roll the turf up and load directly onto waiting semi-trailer trucks for recycling purposes. RMTS will recycle up to 99% of the existing synthetic turf materials and infill.

As soon as the base structure is exposed on both fields, RMTS will inspect the material on the aggregate base as to its acceptability for installation of the new turf system and will verify this in consultation with the owner representative. If acceptable, RMTS will begin an extensive and timely regrade of both soccer fields, in which we will repair, regrade, and compact the existing aggregate base. RMTS will also inspect the existing nailer boards and, in consultation with the owner representative, identify any that need replacement. New nailer boards will be plastic composite boards installed in accordance with the RFP requirements.

Following completion of any necessary repairs to the aggregate base and its final grade and compaction, RMTS will provide and install the selected AstroTurf synthetic turf system utilizing manufacturer-certified crews.

- The turf panels will be a standard shade of green.
- Inlaid markings as required for 11 v 11 soccer are permanently installed in white synthetic turf.
- Inlaid markings as required for 9 v 9 soccer permanently installed in yellow synthetic turf.
- Inlaid markings as required for unified lacrosse permanently installed in powder blue synthetic turf.
- Panel seams will be either sewn or installed with glue and seam tape, depending on the turf system selected.
- Inlaid markings not tufted into the turf will be installed with glue and seam tape.
- All colors to be selected from AstroTurf's standard color palette.
- Finally, installation of infills at the manufacturer-approved weight and ratios for the selected AstroTurf synthetic turf system will be broomed into the turf upon dropping of each lift of infill.

Inclusions:

- Samples, submittal information, and shop drawings as required
- Insurance as required
- AstroTurf's 8-year standard warranty of the turf system materials
- G-Max test upon completion of turf installation on each field
- Cleanup and disposal of construction debris into dumpsters
- Wages as appropriate in the State of Colorado (non-prevailing/non-union)
- Payment and performance bonds

Project Management Approach

RMTS will partner with City of Arvada's project team throughout the project. Key customer acceptance milestones and sign-offs include:

- Shop Drawing Consultation and Approval Process (prior to start)
- Pre-Construction Meeting and Site Walkthrough to document existing conditions, establish safety protocols, and designate areas for staging and entry/egress.
- Base Acceptance – Inspection of base planarity and compaction after removal of existing turf and regrading of fields.
- Substantial Completion Acceptance – Confirmation that the fields can be used for intended purposes.
- Punchlist and Final Acceptance – Punchlist items will be completed and require customer acceptance before our crews demobilize.
- 100% of project documents and reports will be available to City officials electronically.
- The City's Project team will have access to a Customer Portal that contain all project documents, including contracts, pay apps, shop drawings, RFIs, and Daily Work Logs showing on-site progress.
- Bi-weekly project calls will be held to update the City's Project team on current progress and upcoming milestones or project risks.

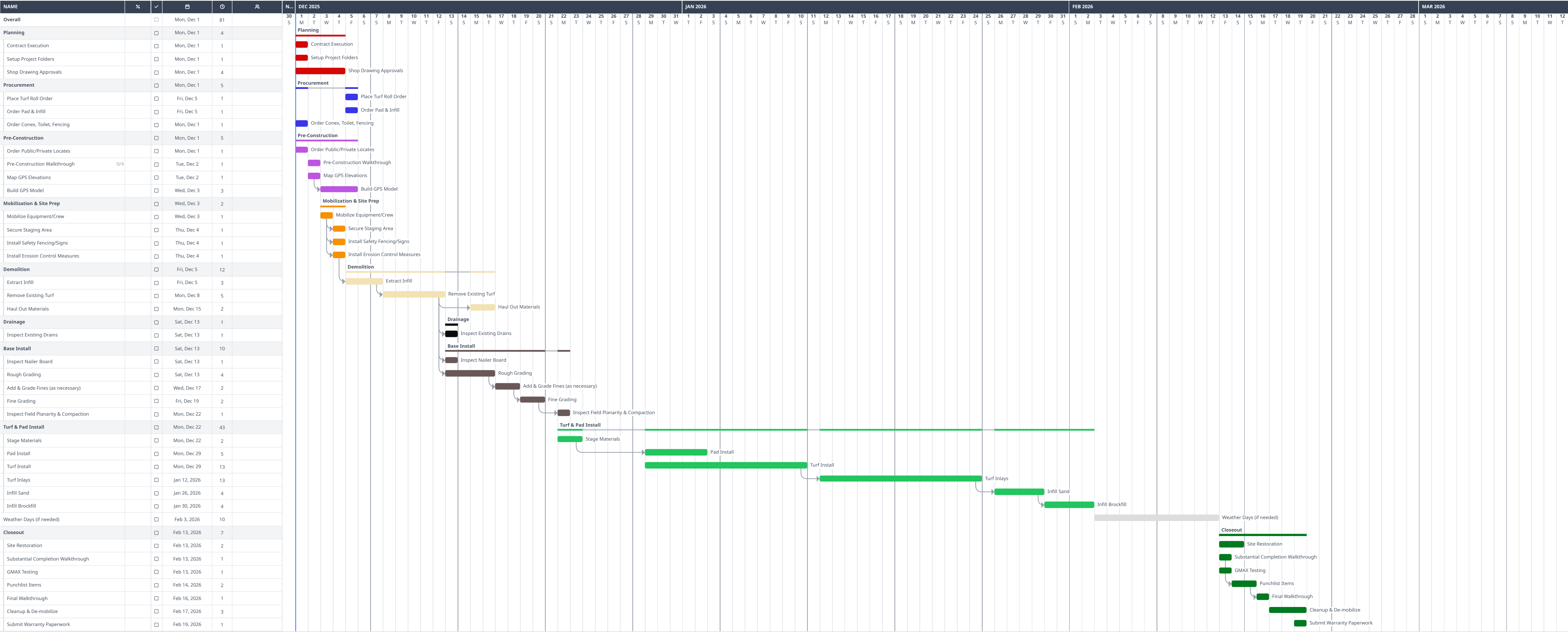
A project construction schedule is included after this section. Out of an abundance of caution we have more time included in the work than reasonably anticipated in the event extreme adverse weather conditions are encountered.

Safety

RMTS, above all else, stresses safety and awareness of our employees, guests and others. We have never experienced a significant accident or injury to an employee or others on a job site or in transit. Our crew leaders regularly conduct safety meetings. Our supervisors are continually on the lookout for safety concerns, both for our employees and others within or near a job site, and ensure proper equipment maintenance and operation. All employees have passed a Colorado background check and been trained in safety protocols. The site will be secured with 6' high construction fencing, and all employees will wear high-vis safety vests.



Long Lake Regional Park Schedule





RHINO BLEND 42

AstroTurf's Rhino Series synthetic sports turf is a good choice for clients who want to increase the playing time and performance of their sports fields. The Rhino Series systems benefit from AstroTurf's legendary quality control protocols, industry-leading R&D efforts and start to finish control over manufacturing, civil construction and installation.

Rhino Series Blend products combine high quality Legend monofilament fibers and slit film fibers for resistance to wear and aesthetics for your field.

Rhino Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years.

- ◆ Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- ◆ Legend-shaped monofilament fibers that refract light naturally for a grass-like appearance
- ◆ Legend monofilament fibers are 330 microns thick for enhanced durability
- ◆ Exceptionally durable slit film fibers for resistance to wear
- ◆ Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- ◆ Multi-layer woven primary backing
- ◆ The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory



AstroTurf
PRODUCT FACT SHEET

RHINO BLEND

Rhino Series Blend products combine high quality Legend monofilament fibers and slit film fibers for resistance to wear and aesthetics for your field.



"We're extremely pleased with our new AstroTurf athletic fields. They represent an important part of a world-class multi-sport venue."

Kerry Martin, President of SOZO Sports (WA)



Allegheny Co. Sports & Athletic Complex - Montour Junction, PA



Lake Howell High School - Winter Park, FL



Mendota High School - Mendota, CA



University of Michigan - Ann Arbor, MI

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Legend Polyethylene Monofilament and Polyethylene Slit Film	N/A
Yarn Denier	10,400 (6 ends, 1,800 denier per end for Mono, 10,000 denier per end for Slit Film)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film	D-3218
Pile Weight	42 oz per SY	D- 5848
Finished Pile Height	2.0"	D-5823
Standard Field Color	Field/Lime Green, Field Green	None
Construction	Tufted	None
Turf Density	756 oz/yd ³	HUD 44d
Gauge:	3/8"	D-5793
Primary Backing	6.5 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	68.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

University of Akron (OH)
 Albion College (MI)
 Andover Schools (KS)
 Artesia School District (NM)
 Aurora University (IL)
 Baldwin Wallace College (OH)
 Baylor School (TN)
 Berkeley High School (CA)
 Bishop Verot High School (FL)
 Blue Springs School District (MO)
 Carroll County School District (GA)
 Central Michigan University (MI)

Chartiers Houston High School (PA)
 Cleveland State University (OH)
 Colquitt County High School (GA)
 Davenport University (MI)
 Fort Scott High School (KS)
 Gig Harbor High School (WA)
 Glennville State College (WV)
 Grand Canyon University (AZ)
 The Harker School (CA)
 Kalamazoo College (MI)
 Kamehameha School (HI)
 Kiski Area School District (PA)

Lakeville South High School (MN)
 La Roche College Athletic Complex (PA)
 Lutheran West High School
 Lynchburg City Stadium (VA)
 Maize High School (KS)
 Miss Porter's School (CT)
 Mississippi State University (MS)
 Mt. Lebanon High School (PA)
 University of Oklahoma (OK)
 Oviedo High School (FL)
 Prince William High School (VA)
 Ripley High School (WV)

Sacred Heart Preparatory School (CA)
 Sapulpa High School (OK)
 Schurz High School (IL)
 Soquel High School (CA)
 Southwest Christian School (TX)
 Starfire Sports Complex (WA)
 The Benjamin School (FL)
 Troy University (AL)
 United Sports Training Center (PA)
 Villanova University (PA)
 Waterloo CSD (IA)
 Waukesha School District (WI)



Note: Valid 01/01/2020 - 12/31/2020. Any change from the specified values is considered a special product that will require confirmation from manufacturing prior to ordering. All values are $\pm$ 5%. AstroTurf® has the right to modify technical specifications on the above-mentioned product. Delivered products can slightly differ from the technical data. AstroTurf® guarantees the technical quality of the proposed article.

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 www.astroturf.com @AstroTurfUSA



RHINO BLEND 46

AstroTurf's Rhino Series synthetic sports turf is a good choice for clients who want to increase the playing time and performance of their sports fields. The Rhino Series systems benefit from AstroTurf's legendary quality control protocols, industry-leading R&D efforts and start to finish control over manufacturing, civil construction and installation.

Rhino Series Blend products combine high quality Legend monofilament fibers and slit film fibers for resistance to wear and aesthetics for your field.

Rhino Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years.

- ◆ Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- ◆ Legend-shaped monofilament fibers that refract light naturally for a grass-like appearance
- ◆ Exceptionally durable slit film fibers for resistance to wear
- ◆ Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- ◆ Multi-layer woven primary backing
- ◆ The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory

RHINO BLEND

Rhino Series Blend products combine high quality monofilament fibers and slit film fibers for resistance to wear and aesthetics for your field.



"We're extremely pleased with our new AstroTurf athletic fields. They represent an important part of a world-class multi-sport venue."

Kerry Martin, President of SOZO Sports (WA)



Auburn University - Auburn, AL



Faith Lutheran High School - Las Vegas, NV



Tulsa Union High School - Tulsa, OK



Bee Creek Sports Complex - Spicewood, TX

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Legend Monofilament and Polyethylene Slit Film	N/A
Yarn Denier	10,800 (6 ends, 1,800 denier per end for Mono, 10,000 denier per end for Slit Film)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film	D-3218
Pile Weight	46 oz per SY	D- 5848
Finished Pile Height	2"	D-5823
Standard Field Color	Field/Lime Green, Field Green	None
Construction	Tufted	None
Turf Density	828 oz/yd ³	HUD 44d
Gauge:	1/2" Maximum	D-5793
Primary Backing	6.7 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	72.7 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F	D-789
Flammability	TEST PASSED	D-2859

Rhino Blend installations include:

University of Akron (OH)
 Albion College (MI)
 Andover Schools (KS)
 Artesia School District (NM)
 Aurora University (IL)
 Baldwin Wallace College (OH)
 Baylor School (TN)
 Berkeley High School (CA)
 Bishop Verot High School (FL)
 Blue Springs School District (MO)
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 Central Michigan University (MI)

Chartiers Houston High School (PA)
 Cleveland State University (OH)
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 Gig Harbor High School (WA)
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ROOTZONE 3D3 BLEND 52

AstroTurf's RootZone® 3D3 Blend features the exciting new TRIONIC PLUS monofilament fiber. For the first time in the history of the industry, our experts have molecularly fused Polyethylene and Nylon into a single Trionic fiber. That translates to softness AND durability. The inclusion of our Sanitized Silver-based technology, Dualchill Thermal shield and Statblock anti-static component provides additional benefits to ensure the longest lasting, highest performing fiber available.

AstroTurf's RootZone 3D Series boasts the RootZone technology. The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill – dramatically reducing infill spray during play and infill migration over time.

The RootZone's benefits are numerous. RootZone 3D fields offer grass-like traction, per independently funded, peer reviewed research by Michigan State University. Plus, by better keeping infill in place, the RootZone promotes more consistent footing and more uniform shock absorption over time. And with a more uniform infill level, UV exposure to the fibers is more consistent across the field, which boosts the field's longevity.

With three unique fibers – the RootZone, Trionic Plus monofilament fibers and ultra-durable slit film fibers— the RootZone 3D3 Trionic Blend offers exceptional durability, player protection and aesthetics.

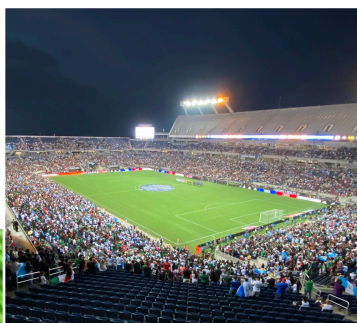
"We've been thrilled with our new Trionic field from AstroTurf. It's allowed us to utilize Memorial for football, soccer, lacrosse and even PE classes, no matter what the weather has had in store. And with the Trionic field we have the confidence that it'll hold up to the heavy usage we need for years to come."

Ed Ploof, Athletic Director, Bellarmine Prep (Tacoma, WA)

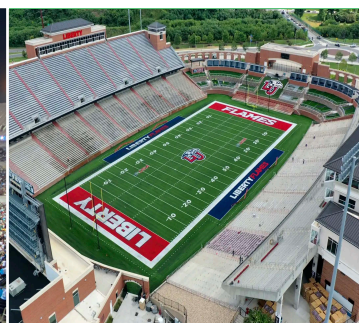


*Colors to be manufactured with PE Legend Fiber

- ◆ Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- ◆ Trionic Plus monofilament fibers featuring a proprietary co-polymer blend of Polyethylene and Nylon in a single fiber
- ◆ Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- ◆ Sanitized Silver-based technology helps eliminate bacterial odors and prevents microbe build-up
- ◆ Dualchill Thermal shield provides an average of up to 42% improvement in IR reflectivity
- ◆ Statblock Anti-static component provides up to a 17x reduction in static levels
- ◆ Extremely durable slit film fibers
- ◆ RootZone infill stabilization system
- ◆ Multi-layer woven primary backing
- ◆ The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory



Camping World Stadium - Orlando, FL



Liberty University - Lynchburg, VA



De La Salle High School - Concord, CA



Taylor University - Upland, IN

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Trionic Plus PE/PA Co-Polymer Monofilament, Polyethylene Slit Film and PE RootZone	N/A
Yarn Denier	16,000 (6 ends/1,800 per end for Mono, 10,000 per end for Slit Film and 8 ends/650 denier per end for RootZone)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film and 100 microns for RootZone	D-3218
Pile Weight	52 oz per SY	D- 5848
Finished Pile Height	2.0"	D-5823
Standard Field Color	3-Color Trionic Plus/Field Green Slit-film	None
Construction	Tufted	None
Turf Density	936 oz/yd ³	HUD 44d
Gauge:	3/8"	D-5793
Primary Backing	6.7 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	78.7 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F (Slit Film) / 258° F (Trionic)	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

Anne Arundel County Schools (MD)
 Appleton Area School District (WI)
 Arizona Cardinals Practice Field (AZ)
 Austin ISD (TX)
 Bellarmine Prep (WA)
 Beverly Hills Unified School District (CA)
 Boston College (MA)
 Brother Rice High School (MI)
 Cheyenne Mountain School District 12 (CO)
 Colorado Rapids Youth Soccer Academy (CO)
 Corpus Christi ISD (TX)

Davenport University (MI)
 De La Salle High School (CA)
 University of Delaware (DE)
 DePauw University (IN)
 East Rochester High School (NY)
 El Paso Gridley High School (IL)
 Evangel University (MO)
 Fore Kicks Soccer Complexes (MA)
 Global Premier Soccer (NH)
 Grand Canyon University (AZ)
 Greensboro College (NC)

Los Angeles Unified School District (CA)
 Liberty University (VA)
 Marin Catholic High School (CA)
 The McCallie School (TN)
 Mississippi State University (MS)
 North Broward Prep (FL)
 Oconee County Schools (GA)
 The Ohio State University (OH)
 University of Oklahoma (OK)
 Paramus Catholic High School (NJ)
 Penn State University (PA)

Ringgold High School (PA)
 Saint John Bosco High School (CA)
 Salina High School (KS)
 Sam Houston State University (TX)
 Silverlakes Equestrian & Sports Park (CA)
 Texas A&M University (TX)
 Tri-Town High School (ME)
 Tulane University (LA)
 University Liggett School (MI)
 Utah State University (UT)
 Viera Regional Park (FL)
 The Village School (TX)

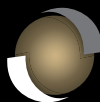


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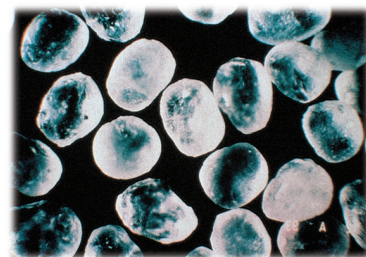
WEDRON SILICA CO.



FAIRMOUNT
Minerals

SILICA SAND

WASHED AND DRIED



Typical Analysis - Percent Retained on each Mesh

Microns	Mesh Size	480	460	430	420	410	530	520	510	730
850	20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
600	30	13.1	0.7	0.1	0.1	0.0	0.0	0.0	0.0	0.0
425	40	73.9	60.7	30.9	18.8	11.2	1.2	0.7	0.0	0.0
300	50	12.0	34.5	45.2	37.5	31.2	25.6	22.2	8.7	2.2
212	70	0.9	3.8	19.4	28.3	33.4	39.9	36.3	27.8	14.7
150	100	0.0	0.3	3.8	12.2	18.2	24.6	27.7	41.7	47.5
106	140	0.0	0.0	0.6	2.9	5.4	7.6	11.2	17.9	28.8
75	200	0.0	0.0	0.0	0.2	0.6	1.1	1.9	3.8	6.4
53	270	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.4
<53	Pan	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
AFS/GFN		30	34	40	46	51	57	60	70	80

Wedron Silica Co. PO Box 119 • Wedron, IL 60557
Telephone: 800-255-7263 • Fax: 269-465-6075
sales@fairmountminerals.com • www.fairmountminerals.com

Warning - Contains Free Silica. Do Not Breathe Dust. Prolonged exposure to dust may cause delayed lung injury (silicosis). Monographs on the Evaluation of the Carcinogenic Risk of Chemicals to Humans (vol 68, 1997) concludes that there is sufficient evidence in humans for the carcinogenicity of inhaled crystalline silica in the forms of quartz and cristobalite (Group I) in certain industrial circumstances, but that carcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution activity or distribution of its polymorphs. See Material Safety Data Sheet for detailed information. CAS 14808-60-7 **FOR INDUSTRIAL USE ONLY.**

IMPORTANT: The technical data herein is believed to be accurate. It is offered for your consideration, investigation and verification. Buyer assumes all risk of use, storage and handling of the product.

Typical Physical & Chemical Properties

% LOI	0.07
pH	7.0
ADV	1.0
Grain Shape	Rounded
% SiO ₂	99.65
% Al ₂ O ₃	0.065
% Fe ₂ O ₃	0.018
% TiO ₂	0.011
% CaO	0.012

RECYCLED RUBBER

10:20 (Infill)



AVERAGE SIEVE SPECIFICATIONS (US Standard Screens)

Mesh Size	Avg Weight Retained (g)	Range Specification
8	0	0
10	3.2	0-15%
12	27.1	10-30%
14	33.6	20-40%
16	15.1	10-30%
20	17.4	15-30%
30	4.0	0-5%
Pan	3.8	0-5%

Product Test Sample Weight:

100g total sample weight
+ 5 grams talc for aid

Length of test:

10 min in compliance with
ASTM test standards

PRODUCT DETAILS

TYPE:

Ambient-processed Styrene Butadiene Rubber (SBR)

ORIGIN:

Recycled passenger and/or truck tires collected only within
North America

APPEARANCE:

Solid – small, irregularly shaped granules of rubber based
material containing small portions of synthetic fibers

COLOR:

Black

PACKAGING

- Bulk bagged in one ton supersacks (2000 lbs min) on wooden pallets
- Packaging in 50lb bags, shrink-wrapped onto wooden pallets (40 per pallet/2000 lbs)

TESTING

- EN 71.3 & F3188
- CPSCIA Lead Concentration Limits (CPSC-CH-E1002-08.1)
- PAH concentrations per REACH Annex XVII entry 28

AVERAGE BULK DENSITY:

- 27-29 lbs/ft³

Typical Properties & Specification



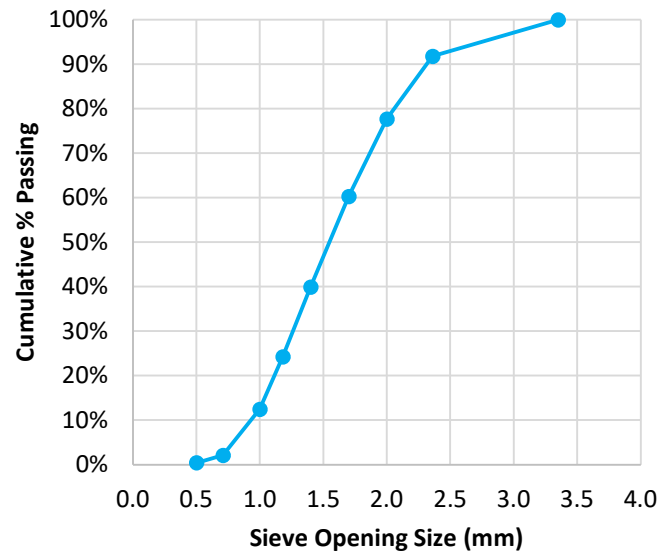
Product Name	BrockFILL™
Product Description	Artificial turf infill made from engineered wood particles produced in the USA
Bulk Density	17 lb / cu. ft. (uncompacted)
Packaging	1500 lb supersacks – 1 sack per 40" x 48" pallet
Moisture Content	5 – 10% (at time of production)
Color	Natural

Sieve Analysis (Typical Results)

ASTM C136, modified (Ro-Tap RX-29, 5 min shaking)

Sieve Size (mm)	Cumulative % Passing		
	Typical Value	Typical Range	Specification
3.35	100	99 – 100	> 99
2.36	92	85 – 100	> 85
2.00	78	65 – 90	-
1.70	60	45 – 75	-
1.40	40	25 – 60	-
1.18	24	10 – 40	-
1.00	13	3 – 25	-
0.71	2	0 – 7	< 7
0.5	0.5	0 – 2	< 2

Typical Particle Size Distribution Curve



Environmental Compatibility Testing

Test	Method	Result
Pesticide Testing	AOAC Method 2007.01	PASS
Chlorinated Acidic Herbicides	FDA PAM II Method 180.292	PASS
Total CAM 17 Metals and Hexavalent Chromium	EPA Methods 3050B / 6020 EPA Methods 3060A / 7199	PASS
Leachable CAM 17 Metals and Hexavalent Chromium	EPA Methods 1312 / 6020 EPA Methods 1312 / 7199	PASS
Leachable Semi-Volatile Organic Compounds including Phenols	EPA Methods 1312 / 8270C	PASS

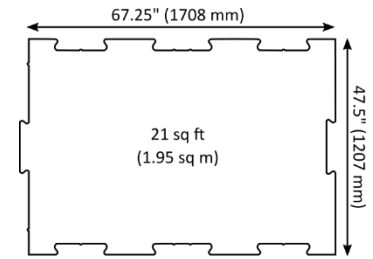
DATA ARE TYPICAL PROPERTIES ONLY. THIS DOCUMENT DOES NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED.

Test reports available upon request

US Patent 11,021,841. Other patents pending.

Typical Properties & Specification

Product Number	SP17XL
Material Type	Expanded polypropylene composite containing approximately 30% by volume reprocessed pre-consumer and/or post-consumer recycled material
Part Format	Interlocking panel
Part Size, nominal net coverage	21.0 sq. ft per panel (1.95 sq. m)
Part Thickness, nominal	0.67 in (17 mm)
Part Length, nominal	67.25 in (1708 mm)
Part Width, nominal	47.5 in (1207 mm)
Part Weight, nominal	4.3 lb per panel



Property (Shock Pad Only)	Typical Value	Specification	Test Method
Tensile Strength ¹	70 psi	> 45 psi	ASTM D3574 Test E
Tensile Elongation ¹	19%	> 10%	ASTM D3574 Test E
Compression Strength ² @ 25% strain @ 50% strain	33 psi 51 psi	> 25 psi > 40 psi	ASTM D3575 Test D
Compression Set ³ 35 psi for 30 minutes – % set after 24 hr	5%	< 7%	Brock Test Method
Coefficient of Linear Thermal Expansion ⁴ per 1 °C change	0.06 mm/m	< 0.10 mm/m	ASTM D696
Water Absorption ⁵ After 24 hr immersion	3.3%	≤ 5%	DIN 53428
Water Permeability (Vertical Drainage) ⁵	953 in/hr	> 500 in/hr	ASTM F1551: DIN 18-035, Part 6
Critical Fall Height (HIC = 1000) ⁵	0.77 m	> 0.6 m	ASTM F3146, Procedure A
Gmax ⁵	111 g	< 120 g	ASTM F355 (Missile A)
Shock Absorption ⁵	61% 64%	> 55% > 55%	ASTM F3189 (Adv. Artificial Athlete) EN 14808 (Artificial Athlete)
Vertical Deformation ⁵	7.0 mm 2.6 mm	< 8.0 mm < 4.0 mm	ASTM F3189 (Adv. Artificial Athlete) EN 14809 (Artificial Athlete)
Resistance to Chemicals ⁵	No Change	≤ 2	ASTM F925
Microbiological Analysis bacteria resistance ⁶ fungi resistance ⁷	No growth No growth	No growth No growth	ASTM G22 ASTM G21
Environmental Standards Testing Heavy Metals ^{8,9} VOCs ^{8,9} SVOCs ^{8,9} California Title 22 ⁹ California Proposition 65 ¹⁰	Compliant with EPA human health standards, surface water and groundwater quality Compliant Certified (no listed mat'ls)	Compliant with EPA human health standards, surface water and groundwater quality Compliant Certified (no listed mat'ls)	EPA 6010B, 7470A, 7471A EPA 8260B EPA 8270C CA Code of Regulations, Title 22, Division 4.5, Chapter 11 California Proposition 65

DATA ARE TYPICAL PROPERTIES ONLY. THIS DOCUMENT DOES NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED.

¹⁻¹⁰ Test reports available upon request. Patented and Patents Pending.

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf
FIELDS

Rekortan
TRACKS

Laykold
COURTS

SYNLAWN
LANDSCAPE

2023 AstroTurf 8-Year Warranty

AstroTurf Corporation, ("AstroTurf") warrants the synthetic grass surface (the "Product") 2023 Sample Warranty (the "Project") for a period of eight (8) years from the date of Substantial Completion of **Product installation** against defects in materials and/or workmanship, including ultraviolet degradation, excessive fading, seam rupture or dislodgment. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials or workmanship at no cost to the Owner.

AstroTurf Corporation also guarantees the average G-Max level of its field will not exceed 165 for the duration of the warranty. If the average of the G-Max readings exceeds 165 during the warranty period, AstroTurf will take necessary measures, at no cost to the Owner to return the G-Max scores to, or below 165. G-Max is dependent upon proper field maintenance as outlined in the AstroTurf Owner's and Maintenance Manual and will be considered material in the event the G-Max values exceed 165.

The recommendations for proper maintenance of the AstroTurf surface, as outlined in the "**Owners' Manual and Guidelines**" (attached hereto), shall be considered material in determining neglect or improper maintenance of the synthetic grass surface and is an integral part of this Warranty. This Warranty does not pertain to or obligate AstroTurf in any way regarding materials applied or labor performed not under AstroTurf's control, or which was supplied or performed by others who are not parties to the performance contract or this Warranty. That is, AstroTurf will not warrant the performance or suitability of the sub-base, drainage system, and other items incorporated in the project as a whole.

This Warranty will be voided if any other contractor or turf manufacturer performs any repair service or maintenance on the AstroTurf field, with the following exceptions:

1. Employees of AstroTurf.
2. Independent installation or maintenance teams employed directly by AstroTurf or the Owner who have been certified and trained by AstroTurf to provide needed service or maintenance.
3. Employees or agents of the Owner, who systematically follow the Maintenance Guidelines provided by AstroTurf for maintaining the field; and who, under certain circumstances, may perform minor or emergency repair functions as per the Maintenance Guidelines.

Note: AstroTurf's Service Department may also approve or certify certain entities or individuals to protect and/or provide care for the product in place in conjunction and consultation with the Owner (such as concert promoters and others who may need to cover and protect the surface for non-athletic uses).

AstroTurf does not warrant against damage caused, directly or indirectly, by accident, negligence, abuse, neglect, vandalism, excessively heavy, dirty, or leaking equipment or vehicles, metal cleats in excess of ½ inch in length, animals, fire, including firework displays, floods, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of the installation (defined as the driving of motorized vehicles on the surface with tires that exceed 35 psi, loaded or unloaded, or the driving of motorized vehicles of any kind at a speed of more than 5 miles per hour). Static loads on the field that exceed 2 psi must not be allowed for more than 1 hour without appropriate steps taken to spread the load by means of protective layers of fabric and plywood or other suitable load-spreading materials.

The use of dry-cleaning fluids or improper cleaning methods, including high pressure water sprays

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FIELDS

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TRACKS

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LANDSCAPE

exceeding 250 psi is not covered by the Warranty. Also, unsuitable paints and unsuitable paint removal chemicals and procedures are excluded from the Warranty. Other acts of God, such as tornados, lightning, hailstorms, sandstorms, volcanic activity, and unusual atmospheric conditions are also excluded.

AstroTurf does not warrant the system against normal wear and tear. Should a claim for damage be made, this claim will be evaluated and determined by an independent third party such as an independent lab specializing in synthetic grass. "Normal wear and tear" are defined as use of the field for athletic events totaling more than 1800 hours per year, as logged by the Owner. If you have a Baseball or Softball field Sliding boxes, pitching mounds, base paths and batters' and catchers' boxes are areas that cannot be covered by any set amount of use levels and are not covered for unlimited wear by the Warranty. Also not covered for unlimited wear under the warranty are Hot Spot areas detailed by the Owners' Manual (LAX creases, Goal Mouths, etc.) These areas will likely need to be replaced during the warranty period, depending on use and maintenance efforts. Furthermore, AstroTurf warrants that the system shall not lose more than 60% of its pile weight during the Warranty period, and not more than 10% per year in any given year (excluding the high use areas per ASTM D-412). Finally, improper, or faulty subsurface preparation, failure of the subsurface after installation—including settling of the surface, changes in water table, or changes resulting in inadequate drainage—are not covered by the AstroTurf Warranty.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole discretion, replacement of all or a portion of the affected parts covered by this Warranty. AstroTurf's liability under this Warranty is limited to the installed material and labor cost of the item to be repaired or replaced. The remedy of repair or replacement set forth in this Warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter, including without limitation, to damages for personal injury or damages related to lost revenue, increased costs, "downtime" and all other indirect or consequential damages.

This Warranty is expressly in lieu of all conditions, representations and Warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions, or Warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this Warranty for AstroTurf, and only the guarantee expressed herein shall apply. The obligations of AstroTurf under the warranty are subject to full payment of all funds due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will respond to all Warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing Warranty shall be invalid and null and void unless made in writing to AstroTurf within eight (8) years from the date of substantial completion of the Project [and within thirty (30) days of the Owner observing issues directly related to its claim]. This Warranty is not transferable and is made between the parties listed below and is governed by the laws of the State of Georgia.

Date of Substantial Completion: mm/dd/2023

Issued to Owner: 2023 Sample Warranty

Project Location: 2023 Sample Warranty

Expiration Date: mm/dd/2031

Approved by **AstroTurf Corporation**:

By: _____
Vice President of Operations

Date: _____

AstroTurf

AN
AstroTurf Corporation
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
TF (800) 723 – TURF (8873) help@astroturf.com

AstroTurf Corporation

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AstroTurf.
FIELDS

Rekortan
TRACKS

Laykold
COURTS

SYN LAWN
LANDSCAPE

Witness: _____ Date: _____

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SAMPLE

AstroTurf.

AN
AstroTurf Corporation
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
TF (800) 723 – TURF (8873) help@astroturf.com



REFERENCES:

City of Brighton - Parks & Recreation

633,000 SQ FT

Attn: Ryan Smith – Parks Planning, Development and Grant Manager
(720) 450-1284 – rsmith@brightonco.gov
500 S. 4th Avenue
Brighton, CO 80601

3/2022 – 6/22 - Pawlowski Sports Complex (141K Sq ft) - \$1,248,000 Total Project
5/22 – 9/22 - Brighton Adult Sports Complex (316K Sq ft) - \$3,140,000 Total Project
4/24 – 9/24 - Water Tower Sports Park (176K Sq ft) - \$2,805,000 Total Project

Hyland Hills Sports Complex

260,000 SQ FT

Attn: Steve Heger – Parks Director
(303) 489-8051 – sheger@hylandhills.org
8650 Zuni Street
Federal Heights, CO 80260

11/23 – 4/24 (3) Softball Fields (260K Sq ft) - \$2,189,000

Colorado School of Mines

335,000 SQ FT

Attn: Charles O'Dell – Director of Facilities
(303) 384-2254 – codell@mines.edu
1285 12th Street
Golden, CO 80401

5/22 – 8/22 Football and Soccer fields (195K Sq ft) - \$1,189,000
6/24 – 8/24 Practice Field (85K Sq ft) - \$540,000
8/24 – 10/24 Softball Field (55K Sq ft) - \$645,000

Metropolitan State University – Sports Complex

282,000 SQ FT

Attn: Jerrid Oates – Associate Director of Athletic for Operations
(303) 882-8559
890 Auraria Parkway
Denver, CO 80204
Baseball, Softball and Soccer Fields

Colorado State University – Pueblo

185,000 SQ FT

Attn: Dr. Paul Plinski – VP of Athletics
(719) 549-2711
2200 Bonforte Blvd.
Pueblo, CO 81001
Baseball Field and Indoor Training Center

Adams State University

227,000 SQ FT

Attn: Bruce Del Tondo – Dir of Construction Management
(719) 587-8353
208 Edgemont Blvd.
Alamosa, CO 81101
Baseball, Soccer, Football & Softball Feilds

Valor Christian High School

115,000 SQ FT

Attn: Patrick Lynch – Director of Facilities and Grounds
(303) 829-0125
3775 Grace Blvd.
Highlands Ranch, CO 80126
Multi Use Field

Brighton 27J School District

300,000 SQ FT

Attn: Rob Coffin – Construction Project Manager
(303) 655-2819
1850 Egbert St, Suite 140
Brighton, CO 80601
Multiple Football Fields

Vista Ridge High School

95,000 SQ FT

Attn: Jim Rohr
(719) 499-0225
6888 Black Forest Rd.
Colorado Springs, CO 80923
Football Field and Track

Byers High School

80,000 SQ FT

Attn: Tom Turrell – Superintendent
(303) 822-5292
444 E. Front Street
Byers, CO 80103
Baseball Field

Fountain – Fort Carson High School

97,000 SQ FT

Attn: Medrick Port – Grounds Supervisor
(719) 434-0331
900 Jimmy Camp Road
Fountain, CO 80817
Football Field

Windsor High School

92,000 SQ FT

Attn: Eric Johnson – Athletic Director
(970) 396-4229
1100 Main Street
Windsor, CO 80550
Football Field

Pueblo West High School

125,000 SQ FT

Attn: Adam Baumgartner – District AD
(719) 214-2515
661 W. Capistrano Avenue
Pueblo, CO 81007
Football Stadium & Baseball Infield

Regis Jesuit High School –

93,000 SQ FT

Attn: Chris Nehls – Facilities Director
(818) 535-9167
6400 Lewiston Way
Aurora, CO 80016
Football Stadium – Track & Field

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: Rocky Mountain Turf Solutions (RMTS, Inc.

Contact Names: Sales/Customer Service Dave Lange

Address: 57 N Mission DR, Pueblo West, CO 81007

Phone: (303) 596-7407 Email(s): Dave@rmtsconst.com

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have 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: <u>Dave Lange</u>	<u>11/5/2025</u>	<u>47-3508742</u>
Signature of Authorized Agent	Date	FEIN
<u>Dave Lange</u>	<u>Director of Sales</u>	<u>dave@rmtsconst.com</u>
Typed/Printed Name of Agent	Title of Agent	Agent email

Type of Business: Corporation, State of Incorporation Corporation Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: Sports Field Construction

Number of years in present business: 11

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

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? No

SUBMITTAL CHECKLIST:

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

- ☒ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
 - ☒ Cover & Executive Summary
 - ☒ Detail Firm's and assigned staff capabilities, experience, qualifications, licenses and certifications
 - ☒ Details of Proposal – Proposed products & services, implementation timeline, warranties and safety plan
 - ☒ Previous projects of similar size and scope, with references
 - ☒ Completed, signed Required Vendor Submittal Form, Performance Measures, and any other attachments requested
 - ☒ Cost Proposal – Complete Attachment A Price Schedule, use the Excel file uploaded in Bidnet.
- ☒ **SAMPLES** - See Section 10. Samples of Administrative Information for instructions on submitting required product samples.

CONFIRM:

- ☒ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. 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.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☒ Initial to acknowledge receipt of Addenda, if any:

#1 DL 10/30/2025 #2 _____ #3 _____

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 the City will monitor and report on the Vendor's 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 be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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. see attached

2. _____

(b) Punctuality/Responsiveness

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

1. see attached

2. _____

(c) Quality/Reliability

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

1. see attached

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. see attached

2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

PERFORMANCE MEASURES

a) Price/Cost

1. RMTS will submit a schedule of values before the start of construction and submit monthly pay app invoices substantiating the amounts requested.
2. Pay app requests will detail a description of work, scheduled value, percentage of work completed (total & current period), balance to finish and retainage.

b) Punctuality/Responsiveness

1. RMTS will create a web-based Customer Portal for the City of Arvada that will provide city officials with real-time access to Daily Work Logs, Project Photos, and a Customer Dashboard illustrating progress completion (by task and by value).
2. Reporting of project status will occur bi-weekly with the City and Project Manager.

c) Quality/Reliability

1. RMTS requires City acceptance and sign-off after each significant project milestone, including Shop Drawing Approvals, Base Regrading, and Turf Installation. RMTS will remedy and address punch list items within 1 week of the City's acceptance of Substantial Completion.
2. RMTS offers a standard 8-year warranty on turf and seams through AstroTurf, and a 1-year warranty on base construction. RMTS will respond to warranty repair requests within 48 hours throughout the life of the field.

d) Sustainability and/or Innovation

1. 100% of project documents and reports will be available to City officials electronically. The Customer Portal will contain all project documents, including contracts, pay apps, shop drawings, RFIs, and Daily Work Logs showing on-site progress.
2. RMTS will donate up to 100% of the used synthetic turf to an upseller/recycler, and re-use up to 40% of the existing sand/rubber infill if the City chooses a sand/rubber infill system.

PRICE SCHEDULE - BASE BID**RFP 25-PKS-082 Long Lake Regional Park East Synthetics Replacement**

Bid # and Title

Rocky Mountain Turf Solutions, Inc.

Contractor

3823 Augusta Lane, Pueblo, CO 81001

Address, City, ZIP

303-635-6119

Telephone

Jonathan Quenzer, CEO

11/4/2025

Prepared By

Date

Removal	Price
Remove and dispose of old Synthetic Turf	\$ 74,000.00

****Line 23 includes infill materials costs in Line 29; does not include synthetic turf material costs in Line 21**

New Turf System/Installation	Product Name	Price
Proposed Synthetic Turf Product	AstroTurf Rhino Blend 42	\$ 294,400.00
Total Labor Costs		\$ 136,200.00
Total Material Costs	Crumb Rubber, Sand, Glue, Tape, (turf cost in line 21)	\$ 97,500.00
Total New System Install		\$ 528,100.00

Total Proposal Price	Add \$309,800 for Brockfill & Pad	\$ 602,100.00
-----------------------------	-----------------------------------	----------------------

Infill Products	Product Name, Estimated Quantity, Price per #	Price
Infill Option 1 - Sand/Crumb Rubber	Silica Sand and Crumb Rubber (4.4 lbs)	\$ 61,900.00
Infill Option 2 - Organic Infill	BrockFILL & Silica Sand (5.2 lbs)	\$ 161,000.00
Additional Shock Pad	Brock SP17XL	\$ 210,700.00

Backer Board Liner Foot Price if Needed	Product Type	Price
Proposed Backer Board		\$16.00/LF

Lead Time	Product	Days
Lead Time from Receipt of Order to Shipping	Infill Option 1 - Sand/Crumb Rubber	5
Lead Time from Receipt of Order to Shipping	Infill Option 2 - Organic Infill	5
Lead Time from Receipt of Order to Shipping	Additional Shock Pad	7
Lead Time from Receipt of Order to Shipping	Proposed Backer Board	7

PRICE SCHEDULE - BID ALTERNATE 1**RFP 25-PKS-082 Long Lake Regional Park East Synthetics Replacement**

Bid # and Title

Rocky Mountain Turf Solutions, Inc.

Contractor

3823 Augusta Lane, Pueblo, CO 81001

Address, City, ZIP

303-635-6119

Telephone

Jonathan Quenzer, CEO

11/4/2025

Prepared By

Date

Removal	Price
Remove and dispose of old Synthetic Turf	\$ 74,000.00

****Line 23 includes infill materials costs in Line 29; does not include synthetic turf material costs in Line 21**

New Turf System/Installation	Product Name	Price
Proposed Synthetic Turf Product	AstroTurf Rhino Blend 46	\$ 310,700.00
Total Labor Costs		\$ 136,200.00
Total Material Costs	Crumb Rubber, Sand, Glue, Tape, (turf cost in line 21)	\$ 97,500.00
Total New System Install		\$ 544,400.00

Total Proposal Price	Add \$309,800 for Brockfill & Pad	\$ 618,400.00
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Infill Products	Product Name, Estimated Quantity, Price per #	Price
Infill Option 1 - Sand/Crumb Rubber	Silica Sand and Crumb Rubber (4.4 lbs)	\$ 61,900.00
Infill Option 2 - Organic Infill	BrockFILL & Silica Sand (5.2 lbs)	\$ 161,000.00
Additional Shock Pad	Brock SP17XL	\$ 210,700.00

Backer Board Liner Foot Price if Needed	Product Type	Price
Proposed Backer Board		\$16.00/LF

Lead Time	Product	Days
Lead Time from Receipt of Order to Shipping	Infill Option 1 - Sand/Crumb Rubber	5
Lead Time from Receipt of Order to Shipping	Infill Option 2 - Organic Infill	5
Lead Time from Receipt of Order to Shipping	Additional Shock Pad	7
Lead Time from Receipt of Order to Shipping	Proposed Backer Board	7

PRICE SCHEDULE - BID ALTERNATE 2**RFP 25-PKS-082 Long Lake Regional Park East Synthetics Replacement**

Bid # and Title

Rocky Mountain Turf Solutions, Inc.

Contractor

3823 Augusta Lane, Pueblo, CO 81001

Address, City, ZIP

303-635-6119

Telephone

Jonathan Quenzer, CEO

11/4/2025

Prepared By

Date

Removal	Price
Remove and dispose of old Synthetic Turf	\$ 74,000.00

****Line 23 includes infill materials costs in Line 29; does not include synthetic turf material costs in Line 21**

New Turf System/Installation	Product Name	Price
Proposed Synthetic Turf Product	AstroTurf Root Zone 3D3 Blend 52	\$ 340,600.00
Total Labor Costs		\$ 136,200.00
Total Material Costs	Crumb Rubber, Sand, Glue, Tape, (turf cost in line 21)	\$ 103,400.00
Total New System Install		\$ 580,200.00

Total Proposal Price	Add \$309,700 for Brockfill & Pad	\$ 654,200.00
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Infill Products	Product Name, Estimated Quantity, Price per #	Price
Infill Option 1 - Sand/Crumb Rubber	Silica Sand and Crumb Rubber (4.1 lbs)	\$ 57,000.00
Infill Option 2 - Organic Infill	BrockFILL & Silica Sand (4.9 lbs)	\$ 156,000.00
Additional Shock Pad	Brock SP17XL	\$ 210,700.00

Backer Board Liner Foot Price if Needed	Product Type	Price
Proposed Backer Board		\$16.00/LF

Lead Time	Product	Days
Lead Time from Receipt of Order to Shipping	Infill Option 1 - Sand/Crumb Rubber	5
Lead Time from Receipt of Order to Shipping	Infill Option 2 - Organic Infill	5
Lead Time from Receipt of Order to Shipping	Additional Shock Pad	7
Lead Time from Receipt of Order to Shipping	Proposed Backer Board	7



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

Report in Brief

PRESENTER: Fleet Manager: Ike Miller

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

The Arvada team recommends that the City Council approve R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment.

Financial Impact

This Blanket Purchase Order for \$950,000 is a one-time request. City fuel is budgeted in account numbers 10051PG-50052SC with the source being funded by a combination of General Funds and Internal Funds from the Work Systems of Infrastructure, Vibrant Community and Neighborhoods, Operational and Service Effectiveness, Safe Community, and Community and Economic Development.

Background

The Colorado Multiple Assembly of Procurement Officials (MAPO) was established in 1989 as a cooperative association allowing public procurement professionals to collectively issue solicitations for goods and services commonly required by Colorado local government agencies, and to make purchases based on existing agreements. The City of Arvada has participated with members of this association for our fuel purchases and delivery service for over twenty years and has realized significant cost savings through this relationship.

Discussion

The City of Arvada's portion of this total annual requirement is estimated annually at 200,000 gallons of gasoline and 70,000 gallons of diesel. The City has benefited greatly from a price and level of service standpoint by combining needs with other agencies, many of whom have considerably larger volumes. This will effectively serve the fuel requirements of the City's Vehicles and Equipment for the year.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

n/a

SUBJECT: R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

PAGE: 2
ITEM: 8.A.5.

Strategic Alignment

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

Alternative Courses of Action

n/a

Recommendation for Action

The Arvada team recommends that City Council approve R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment.

Suggested Motion:

I move that R26-005 , A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment, be (approved) (rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Ike Miller, Fleet Services Manager	12/15/2025
Bryan Archer, Chief Financial Officer	12/18/2025
Tammy Hedlund, Legal Specialist	12/18/2025
Zachary Woolweaver, Assistant City Attorney I	12/18/2025
Rachel Morris, City Attorney	12/22/2025
Allison Scheck, Deputy City Manager	12/22/2025
Don Wick, City Manager	12/30/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-005

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

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

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

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

APPROVED AND ADOPTED this 6th day of January, 2026.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



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

July 15, 2022

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

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

NOTICE TO AWARD

Dear Ms. Baker,

Arapahoe County is pleased to notify you that your firm's submittal for the above referenced project has been selected to enter final contract development. The Purchase Agreement will be developed based on your submittal and the Request for Proposal documents. We will be in contact with you to expedite the process.

Hill Petroleum's submittal and cost proposal will be considered in full as part of the Purchase Agreement for RFB-22-22_MAPO, Bulk Purchase and Delivery for Colorado MAPO Agencies.

Thank you for your interest in Arapahoe County and we look forward to the success of this agreement.

Sincerely,

Sarah Huerta

Sarah Huerta
Senior Purchasing Agent

Cc: Purchasing File



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

July 15, 2022

NOTICE OF AWARD

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

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

Purchasing Contact: Sarah Huerta, CPPB
303.795.4536
shuerta@arapahoegov.com

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

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

AGREEMENT FOR SERVICES

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

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

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

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

4. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in compensation or a time extension; and/or
- b. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- c. Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

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

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

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

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

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

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

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

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

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

Minimum Limits:

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

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

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

Minimum Limits:

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

Coverages:

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

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

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

Minimum Limit:

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

Coverages:

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

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

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

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

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

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

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

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

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

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

6. Insurance Certificates.

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

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

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

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

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

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

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

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

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

(SA Form, 7/6/22)

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

CONTRACTOR: Hill Petroleum

By: Thomas Walker
(Signature)

Title: Sr VP of Sales

Date: 7/26/2022

ARAPAHOE COUNTY

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

Date: 9-6-2022

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

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

- A. Furnish high-quality gasoline and diesel fuels and provide a comprehensive program for monitoring tanks and providing fuel treatment services .
- B. Provide 24-hour delivery, and fuel monitoring and treatment services. This includes monitoring and treatment for fuel contamination, bacteria, fungus, water, as well as diesel and gasoline blending. Provide priority for fuel deliveries and 24-hour delivery service.
- C. Provide sufficient personnel and local resources to support this Agreement.
- D. Provide specifications for fuels they intend to supply to include specifications for, but not limited to, no lead and premium no lead gasoline, Bio diesel, #1 diesel, #2 diesel, and premium diesel products.

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

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

- ☐ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the County.
- ☒ As of the following date: August 1, 2022.

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

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

- ☐ Lump sum due upon completion: .
- ☐ Hourly rate of (to be billed monthly).
- ☒ Other: Per Hill Petroleum Pricing Proposal submitted with RFP-22-22_MAPO.

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

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

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

and (send to both)

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

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

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

☐ No special conditions

☒ Special Conditions are as follows:

- A. **OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Response shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for four (4) subsequent one-year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.
- B. **LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS:** It is hereby agreed and understood that this contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the Colorado MAPO Participating Agencies at the same prices while the new contract, also in force, is being mobilized. The Contractor shall be allowed to invoice the Colorado MAPO Participating Agencies for this additional period on a pro-rated basis.
- C. **PURCHASE OF OTHER RELATED ITEMS NOT LISTED IN THIS SOLICITATION:** While the major items have been listed in this solicitation that is utilized by the Colorado MAPO Participating Agencies in conjunction with their operations, there may be ancillary items that may be purchased during the term of this Agreement. Under these circumstances, the County reserve the right to obtain price quotes from the Contractor and to award these ancillary items separately.

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

OPTION # 1 - DAILY PRICING OPTION

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

CONTRACTOR NAME

HILL Petroleum

RFP 22-22

GASOLINE	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
UNLEADED	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
PREMIUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-10							
OXY UNLEADED	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY PREMIUM	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
E-85	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DIESEL	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
CLEAR WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#2 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
B-20	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DIESEL EXHAUST FUEL (DEF)	3.5000	3.5000	3.5000	N/A	N/A	N/A	N/A

AMENDMENT NO. 1 TO SERVICE AGREEMENT

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. The Scope of Services section in **Exhibit A Paragraph 1** is hereby amended to include the services identified and accepted in the attached Exhibit A.
2. The Compensation section in **Exhibit A Paragraph 2** is hereby amended to state the following:

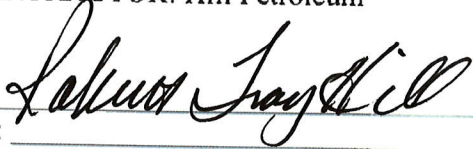
Pricing Option #1 (Daily Pricing) to provide margin pricing (in cents to a maximum of four (4) decimal places) for each line item, to be added to "rack average" price published by Denver, Colorado Oil Price Information Service (OPIS) for type of fuel required to determine the actual purchase price. The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

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

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

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

CONTRACTOR: Hill Petroleum

By: 

Title: (Signature) President/CEO

Date: 9/14/2022

ARAPAHOE COUNTY

By: 

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

Date: 9-14-22



Dawn Krank <dkrank@arvada.org>

Update on Bulk Fuel Extension

1 message

MAPO <info@coloradomapo.net>
Reply-To: info@coloradomapo.net
To: dkrank@arvada.org

Wed, Aug 6, 2025 at 4:10 PM

[View in your browser](#)

Dear MAPO Community,

Arapahoe County would like to provide an update regarding the 3 of 4 Extension Agreement with Senergy Petroleum, effective August 1, 2025 – July 31, 2026. The renewal will be moving forward; however, it is still in the process of obtaining final county approvals.

Please be assured there will be no disruption in service, and costs will remain the same during this extension period.

We sincerely apologize for the delay and greatly appreciate your patience and understanding. We will notify you as soon as the renewal receives final approval.

Thank you for your continued support and partnership.

Best regards,

Sarah Huerta, CPPB

Senior Purchasing Agent

Arapahoe County Government

Finance Department | Purchasing Division

[5334 S. Prince Street | Littleton, CO 80120](#)

shuerta@arapahogov.com

You have received this message from the mailing list of The Multiple Assembly of Procurement Officials. If you would prefer not to receive these emails in the future, go to the [opt-out page](#) and modify your privacy settings. You can also request to be removed from our database completely.

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CONTRACTOR NAME

HILL Petroleum

RFP 22-22

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CLEAR WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
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DIESEL EXHAUST FUEL (DEF)	3.5000	3.5000	3.5000	N/A	N/A	N/A	N/A

HILL PETROLEUM

HILL PETROLEUM
www.hillpet.com



RFP-22-22-MAPO

Bulk Fuel Purchase & Delivery for CO MAPO

6/22/2022



Presented by Gina Baker

HILL PETROLEUM

303-324-4200

Corporate (Arvada)

6301 Ralston

Arvada, CO

303-424-6262

Craig Branch

2970 E Hwy 40 Suite 1

Craig, CO

970-824-3232

Ft Morgan Branch

19950 E Railroad

Ft Morgan, CO

970-867-5464

Greeley Branch

555 E 8th St

Greeley, CO

970-352-9208

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

REQUEST FOR PROPOSAL
COVER SHEET

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

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

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Hill Petroleum Fax: 303-350-3838
Address: 6301 Ralston Rd. City/State: Arvada Zip: 80002
Contact Person: Gina Baker Title: Distributor Sales Rep. Phone: 303-324-4200
Email Address: gbaker@hillpet.com
Authorized Representative's Signature: Bryant Gimlin Phone: 303-424-6262
Printed Name: Bryant Gimlin Title: V.P. Operations Date: 6/24/2022
Email Address: bgimlin@hillpet.com

Executive Summary

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

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

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

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

Company Profile



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

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

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

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



MEET HILL PETROLEUM

Troy Hill- President

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

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



Bryant Gimlin - Vice President of Operations

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

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

Gina Baker — Sales Representative

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



Thomas J Walker - VP of Sales

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

Shannon Haiges Marketing & Sales Assistant

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



Supervisory Management Staff

Scott Gallagher »Central Dispatch

Work 303-350-3781

Email: sgallagher@hillpet.com

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

Tyson Miller , MBA Senior Accountant

Direct Line: 303-350-3753

tmiller@hillpet.com

HILL PETROLEUM · Full-time HILL PETROLEUM · Full-time Feb 2018 - Present ·

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

Shehan Kariapper Chief Financial Officer

Direct Line: 303-350-3756

skariapper@hillpet.com

HILL PETROLEUM · Full-time HILL PETROLEUM · Full-time Jun 2019 - Present ·

Record month-end and year-end journal entries, which includes amortization of prepaid expenses, depreciation of fixed assets, payroll expense, and intercompany transactions
Reconcile balance sheet accounts and ensures financial statements follow GAAP standard

Supports external reviews and tax return preparation by facilitating the provision of data to external accountants and responding to inquiries in a timely and professional manner

Conduct quantitative and qualitative analyses of financial data to determine reasonableness of ending balances compared to current year budget and/or prior year balances

Update/Prepare disclosures for the notes to the financial statements.

Process daily cash transactions to ensure bank accounts are fully funded

Manage a team of 6 staff accountants

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

Work History:

April 2001 to Present **Distributor Sales Rep**

Hill Petroleum

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

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

Gray Oil

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

February 1996 thru August 1998 **Operations**

Siegel Oil

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

Education & Training:

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

Skills & Experience:

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

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

Dawn Mascarenas

303-350-3763

dmascarenas@hillpet.com

Work History :

October 2011 – Present

Hill Petroleum

Inside Sales – Sales Assistant

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

January 2011 – May 2011

School District 11

Teacher Aide

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

February 2004 – August 2009

Pioneer Sand Co

Dispatch Assistant

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

August 2001 – February 2004

Adelphia

Customer Service Representative

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

October 1993 – August 1996

Nextel

Accounts Payable Clerk

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

Education

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

Skills

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

Emergency Contact Information

Gina Baker >> Distributor Sales Rep

Cell 303-324-4200
Home 303-702-0776
Work 303-424-6262
Email: gbaker@hillpet.com

Scott Gallagher >> Central Dispatch

Work 303-350-3767
Email: sgallagher@hillpet.com

Juan Bailon >> Central Dispatch

Work 303-350-3750
Email: jbailon@hillpet.com

Thomas Walker >> VP Sales

Cell 720-245-7893
Email: twalker@hillpet.com

Perry Flot >> Greeley Manager

Cell 970-539-0765
Email: pflot@hillpet.com

Dawn Mascarenas >> Customer Service

Work 303-350-3763
Email: dmascarenas@hillpet.com

Shannon Haiges >> Sales Assistant

Work 303-350-3767
Email: shaiges@hillpet.com

Bryant Gimlin >> VP Operations

Cell 970-590-8782
Email: bgimlin@hillpet.com

Troy Hill >> President/Owner

Cell 303-434-7595
Email: troyhill@hillpet.com



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

REQUEST FOR PROPOSAL
COVER SHEET

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

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PRINT OR TYPE YOUR INFORMATION

Name of Company: Hill Petroleum Fax: 303-350-3838
Address: 6301 Ralston Rd. City/State: Arvada Zip: 80002
Contact Person: Gina Baker Title: Distributor Sales Rep. Phone: 303-324-4200
Email Address: gbaker@hillpet.com
Authorized Representative's Signature: Bryant Gimlin Phone: 303-424-6262
Printed Name: Bryant Gimlin Title: V.P. Operations Date: 6/24/2022
Email Address: bgimlin@hillpet.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2022

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

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

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Stephanie Sloan, CIC PHONE (A/C, No, Ext): (970) 356-0123 FAX (A/C, No): (970) 330-1867 E-MAIL ADDRESS: SSloan@floodpeterson.com																					
INSURED Hill Enterprises Inc, DBA: Hill Petroleum 6301 Ralston Road Arvada CO 80002	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Houston Specialty Insurance Company</td><td>12936</td></tr><tr><td>INSURER B:</td><td>Imperium Insurance Company</td><td>35408</td></tr><tr><td>INSURER C:</td><td>Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D:</td><td>Tokio Marine Specialty Company</td><td>23850</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Houston Specialty Insurance Company	12936	INSURER B:	Imperium Insurance Company	35408	INSURER C:	Evanston Insurance Company	35378	INSURER D:	Tokio Marine Specialty Company	23850	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 22/23 Pollution**REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

Arapahoe County 7600 South Peoria Street Centennial CO 80112	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 <i>Stephanie Sloan</i>
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ARAPAHOE COUNTY

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

**REQUEST FOR PROPOSAL
STATEMENT OF INTEREST AND QUALIFICATIONS**

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

1. Submitted By: Hill Petroleum
 - a. Corporation X Partnership _____ Individual _____
Joint Venture _____ Other: Describe: _____
 - b. Local office responsible for providing these services:
6301 Ralston Rd. Arvada CO 80002
 - c. Name and telephone number (toll free if applicable) for 24-hour emergency contact:
Hill Petroleum 303-424-6262 or Gina Baker 303-324-4200
Hill Petroleum is on call 24 /7 /365 for contracted MAPO customers. If
2. Number of years your firm has been doing business in the State of Colorado under the name stated above:
40 years
Hill Petroleum is contracted with CGRS as a contracted environmental consultant
3. Number of years your firm has provided fuel, petroleum products and services described herein:
40 years
4. If the duration stated in items 2 and 3 above are not the same, what other services did your firm provide and what other name did your business use during that period which differs?

5. Number of employees at the location indicated in 1.b: 56
6. Does your firm own its own fuel transport trucks?
X Yes _____ No
7. Would your firm use common carriers to deliver fuel to MAPO and CEPC agencies or any other agency contracting under this solicitation?
_____ Yes X No

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

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

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

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

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

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

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

Hill's trucks utilize specialty injection equipment to insure accurate blending at the time of delivery into the fuel for exact accuracy.

If utilization of the additive is selected we collect fuel samples bi-annually to test for fungi and bacteria. On every delivery we stick the tanks for water and notify the customer as well as record negative or positive water found on the delivery ticket.

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

☒ Yes ☐ No

Comments: Hill Petroleum provides delivery services, 24 /7 /365 for contracted MAPO customers.

If desired, Hill Petroleum customers can access our fueling facilities in Arvada, Greeley and Fort Morgan.

We accept fleet fueling cards.

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

Arvada: 6301 Ralston Rd, Arvada CO 80002, Greeley: 555 E 8th St. Greeley CO 80631

Fort Morgan: 19950 E Railroad Ave Ft. Morgan 80701 Craig: 2970 E Highway 40 Craig CO 81625

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

 X Yes No

Comments: Our commitment to all of our customers is to assist with all regulatory requirements.

DOT, EPA and Federal regulations. We will advise on our area of expertise

and refer our resources on items where we have

relationships with local environmental consulting and contracting firms.

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

Immediate - 0 days

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

All delivery personnel are trained under the guidelines of HM 126 "Hazardous

Material Safety and Handling" (spill and countermeasure control). Hill Petroleum is contracted

with CGRS as a environmental consultant emergency responder.

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

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

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

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

Yes ☒ No

Comments:

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

a. Company / Agency Name: Arapahoe County

Contact Name: Debby Horning

Phone Number: 720-347-8944

Email Address: dhorning@arapahoecounty.com

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks

bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

b. Company / Agency Name: Boulder County

Contact Name: Grant Roberts

Phone Number: 303-678-6085

Email Address: groberts@bouldercounty.org

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks

bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

c. Company / Agency Name: City of Littleton

Contact Name: Alan Brown

Phone Number: 303-795-3982

Email Address: abrown@littletongov.org

Brief Description of Services:

Deliver transport and bobtail fuel, as well as oil and ancillary products to their locations.

Test their fuel bi-annually and provide technical information for fuel and lube products.

d. Company / Agency Name: City of Arvada

Contact Name: Ike Miller

Phone Number: 720-898-7702

Email Address: imiller@aravda.org

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks

bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

e. Company / Agency Name: City of Thornton

Contact Name: David Carson

Phone Number: 720-977-6336

Email Address: davidcarson@thorntonco.gov

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks

bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

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

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

Contact Name: Accounts Payable

Phone Number: 800-227-7006

Email Address: jenniferbruce@chevron.com

b. Company / Agency Name: Sinclair Oil Corporation

Contact Name: Kelly Adams

Phone Number: 801-524-2810

Email Address: kadams@sinclairoil.com

c. Company / Agency Name: Suncor Energy

Contact Name: Todd Sowell

Phone Number: 303-726-7051

Email Address: tsowell@suncor.com

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Pricing Sheet / Attached in Excel

Testimonials:

To all concerned participants:

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

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

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

Alan H. Brown, CPFP

Fleet Manager, City of Littleton

1800 W. Belleview
Littleton, CO 80120
Office - 303-795-3982
Cell - 303-598-6320
Fax - 303-794-2498

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

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

For approximately 18 years Littleton Public Schools and Hill Petroleum have been partners in dealing with our fuel and lubricant needs and with any other needs that arise within the district. Once an order is placed, you can be assured of a prompt and courteous acknowledgement with an order confirmation and estimated delivery.

Working with the folks at Hill Petroleum, you will not find a more professional and dedicated group of people to work with.

Keith Blanchfield

Parts Control

Ph 303-347-4788

Fax 303-347-4789

email: KBlanchfield@lps.k12.co.us

HILL PETROLEUM



Understanding Scope of Work, Qualifications & Capabilities

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

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

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

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

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

Evaluation Criteria

Firm Experience -

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

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

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

Fee Schedule -

Hill Petroleum accepts the following forms for payment:

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

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

Performance Capability -

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

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



June 20, 2022

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

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

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

Best Regards,

Tom Taylor
Denver Region Manager
Sinclair Oil Corporation

384 Inverness Parkway, Suite 210
Englewood, CO 80112
303.783 5000 – 303.783 5066 FAX

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HILL ENTERPRISES, INC.	
2 Business name/disregarded entity name, if different from above HILL PETROLEUM	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 6301 RALSTON ROAD	Requester's name and address (optional)
6 City, state, and ZIP code ARVADA, CO 80002	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
8	4	-	0	8	6	9	3	0 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 01/19/2021
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Questions & Answers - 1

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

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

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

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



ARAPAHOE COUNTY
COLORADO'S FIRST

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

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

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

Minimum Requirements

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

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

County Witness

County Witness

Date

Date

CLEAR-DIESEL® FUEL & TANK CLEANER

TECHNICAL BULLETIN 9200



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

Benefits

Disperses diesel fuel contaminants

Removes water and slime

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

Prevents premature fuel-filter plugging

Protects against fuel tank corrosion

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

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

Advanced Cleaning Technology

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

Provides Long-Term Fuel Stability

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

DIRECTIONS FOR USING CLEAR-DIESEL FUEL& TANK CLEANER

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

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

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

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

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

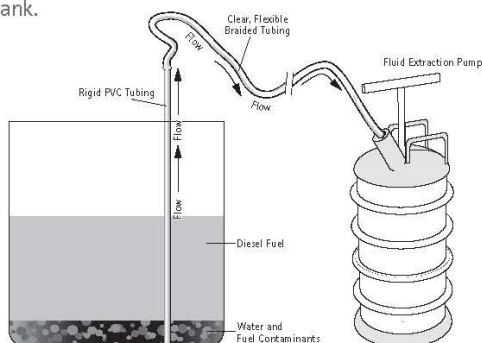
1. Determine the total capacity in gallons of the fuel tank to be treated. Using the table below, choose the **Clear-Diesel** container that will treat a fuel tank of that capacity.

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

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

Pump-Out Procedure to Remove Water and Fuel Contaminants

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



Parts List for Do-It-Yourself Pump-Out

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

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

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

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

TYPICAL PHYSICAL PROPERTIES OF CLEAR-DIESEL FUEL & TANK CLEANER

Color	Straw Yellow
Density (lbs/gal)	7.38
Sulfur Content	<15 parts per million (ppm)
Flash Point	
Customer Convenience Formula (1:400)	105°F
Concentrated Formula (1:1,000)	142°F
Pour Point	-90°F
Solubility	
In Diesel Fuel	Completely Soluble
In Biodiesel and Biodiesel Blends	Completely Soluble
In Kerosene	Completely Soluble
Shipping and Handling	
Part Nos. 9216, 9225, 9280, 9228, 9250, 9255	Not regulated by DOT
Part No. 9260	NA1993, Combustible Liquid N.O.S. (Hydroxy Alkoxylate), Class 3, PG III, Marine Pollutant (2,6-di-tert-butylphenol)

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

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

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

POWER SERVICE
Diesel Additives
www.powerservice.com

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

DIESEL KLEEN® + CETANE BOOST®



Endorsed by Cummins Inc.

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



Advanced Detergent Technology



**Prevents
Asphaltenes**

**Boosts
Cetane**

ADVANCED DETERGENT TECHNOLOGY

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

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

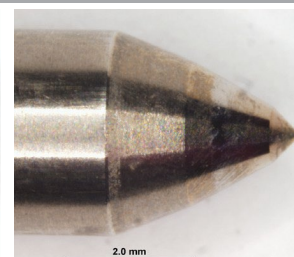
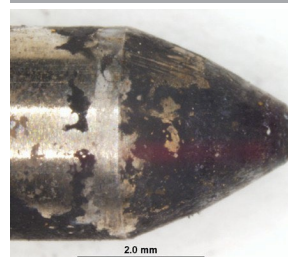
Removes both Internal Diesel Injector Deposits (IDIDs) and external deposits (nozzle coking) that decrease power and fuel economy

Restores lost power and fuel economy

DW10B DIESEL FUEL INJECTOR FOULING TEST

BEFORE

AFTER



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

PREVENTS ASPHALTENES

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

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

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



Baseline without
Diesel Kleen after
200 hours.

Fuel treated with
Diesel Kleen detergent
after 200 hours.

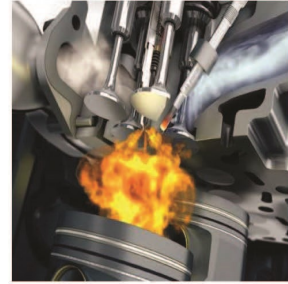
BOOSTS CETANE

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

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

Increased power and reduced need for downshifting

Smoother and quieter engine operation



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

Directions for Use

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

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



OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS CONV. CLEAR PRICES

7.8

RVP

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

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS CBOB ETHANOL(10%) PRICES

7.8

RVP

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

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

DENVER, CO
 LOW RETAIL 461.05
 AVG RETAIL 485.86
 LOW RETAIL EX-TAX 418.89
 AVG RETAIL EX-TAX 443.70

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS PURE ETHANOL PRICES

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

TOTAL ETHANOL AVG 310.00

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS E-70 PRICES

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

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

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

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

o=out of product

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

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

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

o=out of product

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

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR NO. 1 PREMIUM DISTILLATE PRICES

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

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR WINTER DISTILLATE PRICES

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

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE WINTER DISTILLATE PRICES

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

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

o=out of product

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS SPECIALTY DISTILLATE PRICES

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

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

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

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

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

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

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

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

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

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

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

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES

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

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

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OPIS CONTRACT BENCHMARK FILE

		OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES						
	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2P WNT	ULS2PD WNT	Move Date
Time								
Cenex	b 1-10	453.61	-- --	454.01	-- --	-- --	-- --	06/17
18:00								
Vector	u Net	458.22	-- --	458.64	-- --	-- --	-- --	06/17
18:01								
Sinclair	b 1-10	459.00	462.25	459.42	462.60	463.50	463.85	06/17
18:01								
Sinclair	u 1-10	459.00	462.25	459.42	462.60	463.50	463.85	06/17
18:01								
LOW RACK		453.61	462.25	454.01	462.60	463.50	463.85	
HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
RACK AVG		457.46	462.25	457.87	462.60	463.50	463.85	
BRD LOW RACK		453.61	462.25	454.01	462.60	463.50	463.85	
BRD HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
BRD RACK AVG		456.31	462.25	456.72	462.60	463.50	463.85	
UBD LOW RACK		458.22	462.25	458.64	462.60	463.50	463.85	
UBD HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
UBD RACK AVG		458.61	462.25	459.03	462.60	463.50	463.85	
CONT AVG-06/20		457.46	462.25	457.87	462.60	463.50	463.85	
CONT LOW-06/20		453.61	462.25	454.01	462.60	463.50	463.85	
CONT HIGH-06/20		459.00	462.25	459.42	462.60	463.50	463.85	

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REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: January 6, 2026

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 E-470 Authority (Alternate) *Metro Mayors' Caucus Olde Town Business Improvement (BID)(Alternate) Urban Drainage and Flood Control District West Connect Coalition
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 Economic Development Association Board Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee (Alternate) Bond Oversight Committee CML Policy Committee Denver Regional Council of Governments (DRCOG) (Alternate) Jefferson County R-1 Schools Coordinating Committee

Sharon Davis	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Municipal Court/Judicial Committee Denver Regional Council of Governments (DRCOG) E-470 Authority (Alternate) Jefferson County Community Corrections Board Jefferson Economic Development Council (JEDC) Jeffco Transportation Action & Advisory Group (JEFFTAAG)
Bob Fifer	Arvada City Attorney Committee Arvada Transportation Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Alternate) Smart City Advisory Committee
Michael Griffith	Adams County Regional Economic Partnership (ACREP) (Alternate) Arvada Audit Committee Arvada Chamber of Commerce Government Affairs Committee Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board (Alternate) Smart City Advisory Committee West Connect Coalition (Alternate)
Rebecka Lovisone	Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Olde Town Business Improvement (BID)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 6, 2026

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

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

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	12/22/2025
Allison Scheck, Deputy City Manager	12/22/2025
Linda Haley, Deputy City Manager	12/22/2025
Don Wick, City Manager	12/22/2025

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Storm Water 101	Jan 13	INFRA
Parks Rules and Regulations Code Update	Jan 13	VCN
Comp Plan Update	Jan 27	CED
International Building Codes update and Wildland Urban Interface Code	Jan 27	CED
Climate Action Plan 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.	Feb 10	INFRA
No Meeting – Board and Commission Interviews	Feb 24	
ADA Transition Plan Updates	Mar 10	INFRA
Solid Waste Rates and Fees	Mar 10	INFRA
Business meeting – no workshops	Mar 24	
Annual Update for City Attorney's Office	Apr 14	CAO
Annual Update for Municipal Court	Apr 14	MC
SW Rate Structure	Apr 28	INFRA
W/WW/SW Rates and Fees – Why and How	May 12	INFRA
	May 26	
System Development Charges	June 9	INFRA
No meeting – CML Conference	June 23	
No Meeting – Appointee Evaluations	July 14	
W/WW/SW Rates and Fees – Financial Scenario	July 28	INFRA
W/WW/SW Rates and Fees – Final Scenario	Aug 25	INFRA
	Sept 8	
Place holder for additional W/WW/SW Rates and Fees (if needed)	Sept 22	INFRA
	Oct 13	
	Oct 27	
	Nov 10	
No Meeting – Holiday Week	Nov 24	
Infrastructure Annual Report	Dec 8	INFRA
No Meeting – Holiday Week	Dec 22	
Harvest Festival	TBD	
End of Year City Council Strategic Plan Update	TBD	CMO
Building Code Update	TBD	CED
Parks Master Plan	TBD	VCN
Pavement Program	TBD	INFRA
PRESENTATIONS		
STUDY SESSIONS		
Short Term Rentals	Jan 13	CED
City Expenditures, BID and Chamber funding	TBD	Finance
Waste Diversion Plan	TBD	INFRA

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		