A Public Meeting of the Arvada City Council will be held at 6:00 p.m. on the 18th of November, 2019 in the City Council Chambers at City Hall, 8101 Ralston Road. An agenda or agenda information, if available, is attached hereto.

Date posted: November 15, 2019
Time posted: 5:00 p.m.

Kristen R. Rush
City Clerk/Recording Secretary

IF YOU NEED ANY SPECIAL SERVICES, ASSISTANCE, OR ACCOMMODATIONS, PLEASE CONTACT THE CITY OF ARVADA BY CALLING KIM VAGHER, 720-898-7681.
City of Arvada
City Council Agenda
NOVEMBER 18, 2019
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:
Marc Williams, Mayor
Dot Miller, Mayor Pro-Tem
Bob Fifer, At large
Nancy Ford, District 1
David Jones, District 4
John Marriott, District 3
Lauren Simpson, District 2

Staff Members Usually Present:
Mark Deven, City Manager
Lorie Gillis, Deputy City Manager
Rachel Morris, City Attorney
Don Wick, Director of Public Works
Sharon Israel, Director of Utilities
Ryan Stachelski, Dir. of Community & Economic Development
Bryan Archer, Director of Finance
Rob Smetana, Manager of City Planning & Development
Ben Irwin, Communications Manager
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) Pertaining to Leyden Rock Infrastructure

CITY COUNCIL MEETING - CITY COUNCIL CHAMBERS
6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Jones
3. Roll Call of Councilmembers
4. Approval of Minutes
   A. October 21, 2019 City Council Meeting
5. Recognitions and Communications
   A. Proclamation for Small Business Saturday - presented by Councilmember Fifer
   B. Proclamation for Hunger and Homelessness Awareness Week - presented by Councilmember Ford
6. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
7. New Business
   A. Consent Agenda
1. R19-105 A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software

2. R19-106 A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40

3. R19-107 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

4. R19-108 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with the Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment

5. R19-109 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles

6. R19-110 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment

7. R19-111 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks

8. R19-112 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles

9. R19-113 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00 Project No. 18-ST-30

10. R19-114 A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229

B. Resolutions

1. R19-115 A Resolution Restructuring the Membership of the Design Review Advisory Committee

2. R19-116 A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA) by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02

3. R19-117 A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way

C. Ordinances (First Reading)

1. CB19-045 An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

2. CB19-046 An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2 (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)
3. CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

4. CB19-048 An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

8. Other
   A. State of the Police Department Presentation
   B. 3rd Quarter Financial Presentation

9. Public Hearings - 6:15 PM
   A. Estates at Ralston Ridge, Preliminary Development Plan Amendment, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac
   B. Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac
   C. GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court
   D. 5 Star Plumbing Building, Preliminary Development Plan, Generally Located at 14420 W 67th Avenue
   E. Public Hearing on the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG Funding
      1. R19-118 A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens
   F. R19-120 A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to Be Known as Sabell Metropolitan District

10. Public Comment - Five Minute Limit

11. Reports from City Council
    A. Council Committee Reports

12. Reports from City Manager
    A. Review of Future Workshops and Presentations

13. Reports from City Attorney

14. Adjournment
SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD
OCTOBER 21, 2019

1. Call to Order – 6:00 p.m. – Council Chambers

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Marc Williams, Mayor Pro Tem John Marriott, Councilmember Bob Fifer, Councilmember Nancy Ford, Councilmember David Jones, Councilmember Mark McGoff

Councilmember Jones moved to Excuse Councilmember Miller from the meeting.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

Also present were: Lorie Gillis, Deputy City Manager; Rachel Morris, City Attorney; Bryan Archer, Director of Finance; Don Wick, Director of Public Works; Sharon Israel, Director of Utilities; Ryan Stachelski, Director of Community and Economic Development; Link Strate, Police Chief; Ben Irwin, Communications Manager and Kristen Rush, City Clerk.

4. Approval of Minutes of the October 7, 2019, City Council Meeting

The minutes stand approved as amended.

5. Recognitions and Communications

A. Recognition of American Legion Post #161 Auxiliary 100th Anniversary presented by Mayor Pro Tem Marriott

Mayor Pro Tem Marriott said that the American Legion Auxiliary National Organization will celebrate its 100th Anniversary on November 10th. Arvada's Wilmore-Richter Unit 161 was chartered on May 11, 1929 and through the years it has contributed to the community in many ways.

Members of Arvada's Wilmore-Richter Post 161 Auxiliary were present to accept the certificate honoring the American Legion Auxiliary's centennial celebration.

B. Presentation of a Great Places Colorado Award for Olde Town Arvada to the City of Arvada by the Colorado Chapter of the American Planning Association

Members of the Colorado Chapter of the American Planning Association (APA) presented City Council a Great Neighborhood in Colorado award for Olde Town Arvada. This is the first year the state chapter has offered this program recognizing places as an APA Great Place in Colorado. The purpose is to recognize and honor the dedication to sound planning helps make these Great
Places what they are today. A City team, which included a cross-section of employees from several departments, nominated Olde Town Arvada in the Great Neighborhood category.

C. Recognition of Council Member Mark McGoff by the Colorado State Senate and House of Representatives

Senator Rachel Zenzinger, Representative Tracy Kraft-Tharp and Representative Brianna Titone were present to recognize Arvada City Council member Mark McGoff and said he was elected to the Arvada City Council in 2007, 2011, and 2015. As the representative of District 2, Mark has served Arvada through his passion for the preservation of our historic neighborhoods, the continued vitality of Olde Town, and the completion and opening of the Gold Line in 2019. Mark has served as the Council representative to RTD Local Governments Team, Adams County Economic Development Association, Arvada Municipal Court/Judicial Committee, Rocky Flats Stewardship Council, and Jefferson County Community Corrections Board.

Prior to his council service, Mark served our community as a board member of Ralston House, Arvada Historical Society, Jefferson County Historical Commission, Jefferson County Cultural Commission, Arvada Center for the Arts and Humanities, Colorado Endowment for the Humanities, and the Governor’s Council for Physical Fitness. Mark has been a strong advocate for Arvada’s parks and trails system, and he has introduced residents to various areas of the community by conducting hikes throughout the year.

Mark was honored as Arvada’s Man of the Year by the Chamber of Commerce in 2006 and subsequently served for five years as chair of the selection committee for Man and Woman of the Year. He was also on the selection committee for Arvada Profiles: Stories of the People Who Most Influenced Our First 100 Years.

In recognition of Mark’s service, the Colorado State Senate and House of Representatives, through the collaboration of Senator Rachel Zenzinger, Representative Tracy Kraft-Tharp and Representative Brianna Titone, extend their congratulations and commendations for twelve years of service as a member of the Arvada City Council as well as his many other contributions to the Arvada community.

6. Public Comment –
A. Scott Day, Arvada Resident, addressed council regarding the 2019 Arvada Citizen Survey

7. New Business
A. Consent Agenda
   1. R19-092 A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations of the Arvada City Code
   2. R19-093 A Resolution Adopting the Amended Permits Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code
   3. R19-094 A Resolution Approving, in Content, the Arvada Urban Renewal Authority (AURA) Budget for Fiscal Year 2020
   4. R19-095 A Resolution Authorizing the Submission of a 2019 Great Outdoors Colorado Grant Application for the City of Arvada,
5. R19-096 A Resolution Authorizing a Fourth Amendment to the Agreement by and between the City of Arvada and Muller Engineering Company, Inc. for Engineering Services for the Intersection of W. 72nd Avenue and Indiana Street and the W. 72nd Avenue and the Union Pacific Railroad Grade Separation, Project No. 13-ST-24 and 13-ST-25, in the Amount of $26,771.00 for Additional Engineering Services Project No. 18-ST-30

6. R19-097 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $150,000.00 to GMCO Corporation for the Purchase of Liquid Deicer Material for 2019

7. R19-098 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $150,000.00 to Central Salt for the Purchase of Salt Material for 2019

8. R19-099 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $260,000.00 to Saltworx, LLC for the Purchase of Salt Material for 2019

Mayor Pro Tem Marriott moved that R19-092, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations of the Arvada City Code; R19-093, A Resolution Adopting the Amended Permits Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code; R19-094, A Resolution Approving, in Content, the Arvada Urban Renewal Authority (AURA) Budget for Fiscal Year 2020; R19-095, A Resolution Authorizing the Submission of a 2019 Great Outdoors Colorado Grant Application for the City of Arvada, Arvada Center for the Arts and Humanities Sculpture Park Project; R19-096, A Resolution Authorizing a Fourth Amendment to the Agreement by and between the City of Arvada and Muller Engineering Company, Inc. for Engineering Services for the Intersection of W. 72nd Avenue and Indiana Street and the W. 72nd Avenue and the Union Pacific Railroad Grade Separation, Project No. 13-ST-24 and 13-ST-25, in the Amount of $26,771.00 for Additional Engineering Services Project No. 18-ST-30; R19-097, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $150,000.00 to GMCO Corporation for the Purchase of Liquid Deicer Material for 2019; R19-098, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $150,000.00 to Central Salt for the Purchase of Salt Material for 2019; R19-099, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $260,000.00 to Saltworx, LLC for the Purchase of Salt Material for 2019, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

B. Resolutions
1. R19-100 A Resolution Authorizing an Intergovernmental Agreement Titled "Memorandum of Understanding Between the City of
Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R19-100, A ResolutionAuthorizing an Intergovernmental Agreement Titled "Memorandum of Understanding Between the City of Arvada, Colorado and Red Rocks Community College" for Police Recruit Training Over a Period of Three Years, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

2. R19-101 A Resolution Amending Section 14 of the Cooperative Agreement Between the City of Arvada and the Non-Profit Arvada Center for the Arts and Humanities to Set a Date Certain for the Transfer of the Banquet Facilities from the City to the Non-Profit No Later Than July 1, 2021

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Ford moved that R19-101, A Resolution Amending Section 14 of the Cooperative Agreement Between the City of Arvada and the Non-Profit Arvada Center for the Arts and Humanities to Set a Date Certain for the Transfer of the Banquet Facilities from the City to the Non-Profit No Later Than July 1, 2021, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

8. Public Hearings

A. CB19-038 An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates (Ordinance No. 4709)

B. CB19-039 An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates (Ordinance No. 4710)

Mayor Williams opened the public hearing on CB19-038 and CB19-039.

Lorie Gillis, Deputy City Manager, reviewed these ordinances with council.

No one wishing to speak for or against, the public hearing was closed.
Councilmember Ford moved that CB19-038, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates, be approved on final reading and numbered 4709 and published by title only.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

Councilmember Ford moved that CB19-039, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates, be approved on final reading and numbered 4710 and published by title only.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

C. CB19-040 An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code (Ordinance No. 4711)

Mayor Williams opened the public hearing on CB19-040.

Lorie Gillis, Deputy City Manager, reviewed this ordinance with council.

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

Councilmember Marriott moved that CB19-040, An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code, be approved on final reading, numbered 4711 and ordered published by title only.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

D. CB19-041 An Ordinance Amending Section 26-3 of Chapter 26, Civil Emergency, Emergency, or Local Disaster, of the Arvada City Code (Ordinance No. 4712)

Mayor Williams opened the public hearing on CB19-041.

Lorie Gillis, Deputy City Manager, reviewed this ordinance with council.

No one wishing to speak for or against, the public hearing was closed.
Councilmember Jones moved that CB19-041, An Ordinance Amending Section 26-3 of Chapter 26, Civil Emergency, Emergency, or Local Disaster, of the Arvada City Code, be approved on final reading, numbered 4712 and ordered published in full.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

E. CB19-042 An Ordinance Certifying the City of Arvada Mill Levy for 2019 for the Board of County Commissioners for Jefferson and Adams Counties (Ordinance No. 4713)

Mayor Williams opened the public hearing on CB19-042.

Lorie Gillis, Deputy City Manager, reviewed this ordinance with council.

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

Councilmember Jones moved that CB19-042, An Ordinance Certifying the City of Arvada Mill Levy for 2019 for the Board of County Commissioners for Jefferson and Adams Counties, be approved on final reading, numbered 4713 and ordered published by title only.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved

F. CB19-043 An Ordinance Appropriating Funds for Fiscal Year 2020 (Ordinance No. 4714)

1. R19-102 A Resolution Adopting the Budget for Fiscal Year 2020
2. R19-103 A Resolution Adopting the 2020 Capital Improvement Fund Budget and Allocating for Specific Projects in 2020
3. R19-104 A Resolution Adopting the Pay Plan For Fiscal Year 2020

Mayor Williams opened the public hearings on CB19-043, R19-102, R19-103 and R19-104.

Lorie Gillis, Deputy City Manager, reviewed this ordinance and resolutions with council.

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

Councilmember McGoff moved that CB19-043, An Ordinance Appropriating Funds for Fiscal Year 2020, be approved on final reading, numbered 4714 and ordered published by title only.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Approved
Councilmember McGoff moved that **R19-102**, A Resolution Adopting the Budget for Fiscal Year 2020, be approved.

The following votes were cast on the Motion:
   Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
   Those Absent: Miller

The Motion was Approved

Councilmember McGoff moved that **R19-103**, A Resolution Adopting the 2020 Capital Improvement Fund Budget and Allocating for Specific Projects in 2020, be approved.

The following votes were cast on the Motion:
   Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
   Those Absent: Miller

The Motion was Approved

Councilmember McGoff moved that **R19-104**, A Resolution Adopting the Pay Plan For Fiscal Year 2020, be approved.

The following votes were cast on the Motion:
   Those voting Yes: Williams, Marriott, Fifer, Ford, Jones, McGoff
   Those Absent: Miller

The Motion was Approved

G. **CB19-044**  An Ordinance Amending Chapter 98, Taxation, by Amending Subsection 98-66(1)e and Section 98-243, Repealing Section 5.3.3.H.(2) of the Land Development Code, Article 5, Use Regulations, and Adding a New Article 5.5 to the Land Development Code, Article 5, Use Regulations, of the Arvada City Code to Allow for the Licensing and Taxation of Short Term Rental of a Dwelling, Dwelling Unit or Accessory Dwelling Unit, Residential (Ordinance No. 4715)

Mayor Williams opened the public hearing on CB19-044.

Rob Smetana, Planning Manager, reviewed this ordinance with council.

Sworn Testimony: Phillip Garnhart, Arvada resident, against the issue
Michael Martinez-Schiferl, Arvada resident, against the issue
Nancy Young, Arvada resident, against the issue as written
John Putnik, Arvada resident, against the issue
Mindy Mohr, Arvada resident, against the issue
Ross Hoogerhyde, Arvada resident, for the issue
Sevve Stember, Arvada resident, for the issue
Simon Waskins, Arvada resident, for the issue
Christine Jensen, Arvada resident, for the issue

Did not speak but asked that their name be entered into the record:
George Bethel, Arvada resident, for the issue
Robert Thomas, Arvada resident, for the issue
Allison Earnest, Arvada resident, for the issue
Mayor Pro Tem Marriott moved that CB19-044, An Ordinance Amending Chapter 98, Taxation, by Amending Subsection 98-66(1)e and Section 98-243, Repealing Section 5.3.3.H.(2) of the Land Development Code, Article 5, Use Regulations, and Adding a New Article 5.5 to the Land Development Code, Article 5, Use Regulations, of the Arvada City Code to Allow for the Licensing and Taxation of Short Term Rental of a Dwelling, Dwelling Unit or Accessory Dwelling Unit, Residential, be approved on final reading, numbered 4715, and ordered published in full.

Mayor Williams moved to make a Friendly Amendment to include the Planning Commission recommendation of the residency requirement be added to the motion.

Mayor Pro Tem Marriott did not accept the friendly amendment.

Mayor Williams withdrew his motion to make a new motion.

Mayor Williams moved to adopt the Planning Commission recommendation of residency requirement with the exception of the Utility Bill being sufficient to show residency.

Council voted on Mayor Williams’ motion regarding the Planning Commission recommendation excluding the Utility Bill requirement.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer, Ford
Those voting No: Marriott, Jones, McGoff
Those Absent: Miller
The Motion was Failed

Mayor Williams moved to prohibit the use of outdoor Marijuana in short term rentals.

The following votes were cast on the Motion:

Those voting Yes: Williams, Fifer
Those voting No: Marriott, Ford, Jones, McGoff
Those Absent: Miller
The Motion was Failed

The following votes were cast on the Main Motion:

Those voting Yes: Williams, Fifer, Ford
Those voting No: Marriott, Jones, McGoff
Those Absent: Miller
The Motion was Failed

H. Ralston Creek Townhomes Preliminary Development Plan, Generally Located at 9447 West 58th Place and 9543 Ralston Road

I. Ralston Creek Townhomes Preliminary Plat, Generally Located at 9447 West 58th Place and 9543 Ralston Road

Mayor Williams opened the public hearing on Ralston Creek Townhomes Preliminary Development Plan and Ralston Creek Townhomes Preliminary Plat.
Rob Smetana, Planning Manager, stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

Mayor Williams swore those in wishing to speak.

Sworn Testimony: Tyler Jones, Representing Applicant

Mayor Williams closed the public comment portion of the public hearing.

Mayor Pro Tem Marriott moved that Ralston Creek Townhomes Preliminary Development Plan, Generally Located at 9447 West 58th Place and 9543 Ralston Road, be approved subject to the attached updated conditions of approval. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Jones, McGoff
Those voting No: Fifer, Ford
Those Absent: Miller
The Motion was Approved

Mayor Pro Tem Marriott moved that Ralston Creek Townhomes Preliminary Plat, Generally Located at 9447 West 58th Place and 9543 Ralston Road, be approved subject to the attached updated conditions of approval. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Williams, Marriott, Jones, McGoff
Those voting No: Fifer, Ford
Those Absent: Miller
The Motion was Approved

9. Public Comment - Five Minute Limit – none

10. City Council Reports –
A. Mayor Williams noted the passing of Lois Linstrom and Bob Wilson.
B. Mayor Pro Tem Marriott noted the passing of a St. Anne’s student.
C. Councilmember McGoff said there would be a ceremony at Two Ponds National Wildlife Refuge to honor the veterans of 20th Century Wars.

11. City Manager Reports –
A. Mark Deven, City Manager, reviewed the upcoming workshop schedule with council.

12. City Attorney Reports – none

13. Adjournment at 9:00 p.m.
Marc Williams, Mayor
SEAL:

Kristen R. Rush, City Clerk
TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019

SUBJECT: Proclamation for Small Business Saturday - presented by Councilmember Fifer

Report in Brief

The Saturday after Thanksgiving (November 30, 2019) is known as Small Business Saturday. The Arvada Visitors Center, the Arvada Economic Development Association (AEDA) and Olde Town Arvada – Business Improvement District are partnering in a promotion asking people to shop Arvada Small Businesses this holiday season, highlighting the national shopping holiday – November 30 which is referred to as Small Business Saturday.

Small businesses create jobs, boost Arvada’s economy, and preserve neighborhoods. Each purchase made in Arvada goes to pay for City services such as police, parks, and street maintenance. Keeping the dollars in Arvada helps create and retain quality jobs. Small businesses are the nation’s largest employer and account for the majority of job growth. Next time you make a purchase, remember Shop Arvada!

Members of AEDA, Arvada Visitors Center, Olde Town Arvada Business Improvement District along with small businesses are present to accept this proclamation for Small Business Saturday.

Prepared by:  
Janet Newman, Administrative Specialist

Reviewed by:  

Approved by:  
Allison Trembly, Communications and Marketing Manager  7/30/2019  
Daniel Ryley, Director of Economic Development  8/7/2019  
Lori Graham, Senior Assistant City Attorney  9/25/2019  
Rachel Morris, City Attorney  9/25/2019  
Lorie Gillis, Deputy City Manager  9/25/2019  
Mark Deven, City Manager  11/3/2019

Enclosure, exhibits & attachments required to support the report
WHEREAS, the government of Arvada, Colorado celebrates local small businesses and the contributions they make to the local economy and community; according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ over 47.3 percent of the employees in the private sector in the United States; and

WHEREAS, 94% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

WHEREAS, the most reported reason for consumers aware of the day to shop and dine at small, independently owned businesses was to support their community (96%); and

WHEREAS, Arvada, Colorado supports local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, the Mayor and City Council of the City of Arvada, Colorado, do hereby proclaim November 30, 2019, as Small Business Saturday and urge the residents of Arvada to support small businesses and merchants on Small Business Saturday and throughout the year.

Dated this 18th day of November, 2019

___________________________________________
, Mayor

___________________________________________
, Mayor Pro Tem

___________________________________________
, Councilmember

___________________________________________
, Councilmember

___________________________________________
, Councilmember

___________________________________________
, Councilmember

___________________________________________
, Councilmember
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: Proclamation for Hunger and Homelessness Awareness Week - presented by Councilmember Ford

Report in Brief

One in 11 Coloradans struggle with hunger or not having enough money to buy food. Over 3100 Jefferson County Public School students are recognized under the federal McKinney Vento Act due to their housing insecurity. That number exceeds the count for Denver Public Schools.

This proclamation is being issued to bring awareness, advocacy and action to the concerns of homelessness and hunger in our community.

Representatives from various community partners will accept the proclamation.

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/30/2019

Approved by:
Rachel Morris, City Attorney 11/1/2019
Lorie Gillis, Deputy City Manager 11/4/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
WHEREAS, the City of Arvada is committed to ensuring every member of our community is able to achieve their full potential, because our well-being, as individuals and as a community, is built over time, by a team of people; and

WHEREAS, National Hunger and Homelessness Awareness week is held each year the week before Thanksgiving, serving as an important reminder that for many children, families, seniors, veterans and others in our community a lack of food or a safe, stable place to call home are preventing them from reaching their full potential; and

WHEREAS, the purpose of proclamation is to educate the public about the many reasons people are hungry and homeless and to encourage support for homeless assistance service providers; and

WHEREAS, in partnership with the City of Arvada, many organizations such as the Community Table, Family Tree, Growing Home, Project Angel Heart, and The Action Center are committed to building well-being by connecting residents to available services, implementing public policy initiatives, and encouraging all Coloradans to speak up and lend a hand so that we can be a place where everyone has a safe place to call home and enough food to eat.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the week of November 16 through 24, 2019 is designated Hunger and Homelessness Awareness Week.

Dated this 18th day of November, 2019

, Mayor

, Mayor Pro Tem

, Councilmember

, Councilmember

, Councilmember

, Councilmember

, Councilmember
REPORT TO CITY COUNCIL

TO: THE HONORABLE CITY COUNCIL          DATE: November 18, 2019

SUBJECT: Consent Agenda

Report in Brief

7.A.1. R19-105 A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software

7.A.2. R19-106 A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40

7.A.3. R19-107 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

7.A.4. R19-108 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with the Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment

7.A.5. R19-109 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles

7.A.6. R19-110 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment

7.A.7. R19-111 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks

7.A.8. R19-112 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles

7.A.9. R19-113 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00 Project No. 18-ST-30

7.A.10. R19-114 A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229

Suggested Motion: Moved by: ____________________________

I move that the Consent Item(s), Number(s) R__________ 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:
Bruce Roome, Records Management Coordinator

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report
Report to City Council

Resolutions

Agenda Item

7.A.1.

To: The Honorable City Council

Date: November 18, 2019

Subject: R19-105 A Resolution Authorizing a "Professional Services Agreement" and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software

Report in Brief

The Municipal Court is replacing the court management software it has used for approximately 20 years. Through an Request For Proposal (RFP) process, the Court identified Journal Technologies ("JTI") as a vendor who can provide a court management solution that will meet current and future needs. The Court has negotiated an agreement for professional services for the installation of the software, and a related five-year agreement for the ongoing licensing, maintenance, and support of the software.

The Arvada team recommends that the City Council approve R19-105, A Resolution Authorizing a "Professional Services Agreement" and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software.

Financial Impact

The JTI system will be installed at a cost of $250,000.00, payable after the "Go-Live" date. The first year of the software licensing, maintenance and support after Go-Live will cost $60,000.00.

The Court has budgeted all necessary funds for this project from its computer replacement fund and its regular budget for annual software and technology costs. This project requires no new or extraordinary funding.

Background

The municipal court processes cases involving violations of the Arvada City Code, the Model Traffic Code, and other specialized codes that have been adopted by the City. Currently, the Court manages its cases and court dockets using an antiquated software system and traditional paper files. The Court has identified Journal Technologies Inc. as a vendor that can provide a more efficient court management solution which will improve processes and eventually eliminate the issues associated with a paper file system.

Discussion

This resolution authorizes two agreements; a Professional Services Agreement ("PSA") for the work associated with the initial installation and configuration of the JTI software, and a Software License, Maintenance, and Support Agreement ("SLMSA") which provides terms for ongoing licensing, maintenance, and support after the "Go-Live" date. The SLMSA will continue for five years after the "Go-Live" date with an associated annual fee to JTI.
The PSA/SLMSA agreement structure is typical in technology-related contracts. While the two agreements are related, some terms in each are unique, therefore keeping the terms separate reduces the potential for future confusion or dispute.

The PSA/SLMSA are similar to JTI agreements in place with the cities of Lakewood and Englewood.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

NA

**Strategic Alignment**

This project aligns with the City's objectives with respect to Organizational and Service Effectiveness. The JTI system includes tools which are currently unavailable to court staff. These tools will improve the court's ability to streamline case processing and to administer efficient docketing of court matters.

In addition, as the recommended action supports the Municipal Court, implementation of this system also aligns with the Safe Community Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

N/A.

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-105, A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software.

**Suggested Motion:**

I move that R19-105, A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/23/2019
**SUBJECT:** R19-105 A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software

|---|

Approved by:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Val Marino, Court Administrator</td>
<td>10/23/2019</td>
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<tr>
<td>David Cooke, Municipal Judge</td>
<td>10/23/2019</td>
</tr>
<tr>
<td>Aaron Jacks, Assistant City Attorney</td>
<td>10/23/2019</td>
</tr>
<tr>
<td>Rachel Morris, City Attorney</td>
<td>11/4/2019</td>
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<tr>
<td>Lorie Gillis, Deputy City Manager</td>
<td>11/5/2019</td>
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<tr>
<td>Mark Deven, City Manager</td>
<td>11/5/2019</td>
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Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-105

A RESOLUTION AUTHORIZING A “PROFESSIONAL SERVICES AGREEMENT” AND A “SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT” EACH BETWEEN THE CITY OF ARVADA AND JOURNAL TECHNOLOGIES INC. FOR PROFESSIONAL SERVICES RELATING TO THE INSTALLATION, LICENSING, MAINTENANCE, AND SUPPORT OF MUNICIPAL COURT MANAGEMENT SOFTWARE

WHEREAS, the City of Arvada requires software services, to include installation and ongoing licensing, maintenance, and support, for the management of municipal court operations and related processes (“Services”); and

WHEREAS, the City issued a request for proposals for the Services, and after consideration of all proposals determined that Journal Technologies Inc. is the best choice to provide the Services to the City; and

WHEREAS, approval of this resolution will authorize Journal Technologies Inc. to install the Services under the terms of a Professional Services Agreement, and to provide ongoing licensing, maintenance, and support pursuant to a related Software License, Maintenance and Support Agreement for a period of five years.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an agreement titled “Professional Services Agreement”, which is in substantially the same form as that attached hereto, between the City of Arvada and Journal Technologies Inc., for professional services relating to the installation of municipal court management software in an amount not to exceed $250,000.00.

Section 2. 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 titled “Software License, Maintenance and Support Agreement”, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Journal Technologies Inc., for professional services relating to the licensing, maintenance, and support of municipal court management software for a period of five years, in an amount not to exceed $60,000.00 in the first year.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

________________________________________
Marc Williams, Mayor
ATTEST:

__________________________________
City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: __________________________________
Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "Journal Technologies"), and the City of Arvada, a Colorado home rule municipal corporation (hereinafter "Client"), is made as of the date executed by both Journal Technologies and Client (the "Effective Date").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Deliverable(s) means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 Go Live has the meaning ascribed to such term in the License Agreement.

1.3 License Agreement means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4 Licensed Software has the meaning ascribed to such term in the License Agreement.

1.5 Project means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work.

1.6 Request for Proposal or RFP means Client’s Request for Proposal # RFP-18-Court Mgmt issued May 25, 2018, which is incorporated herein by reference and attached hereto as Exhibit B.

1.7 Service Fees means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.8 Services means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Agreement.

1.9 Statement of Work means a statement of work, prepared pursuant to the provisions of Section 2 ("Services") of this Agreement, including Journal Technologies’ response to the RFP titled “Response for RFP-18-Court Mgmt Court Management System” submitted to Client on June 29, 2018 which is incorporated herein by reference and attached hereto as Exhibit C.
2. SERVICES

2.1 Projects. Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2 Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or the exhibits hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Procedure for Agreement upon Statements of Work.

2.3.1 Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2 Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.3.3 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4 Journal Technologies' Employees and Subcontractors: Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client, including any such policies and procedures with which Client must comply pursuant to applicable law. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies shall indemnify, defend and hold harmless Client and its officers, employees and agents (each, an "Indemnified Party"), from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) ("Losses") incurred by the Indemnified Party, arising out of or resulting from (i) the violation by Journal Technologies or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of Journal Technologies or its employees, agents or contractors; provided, however, that in
no event shall Journal Technologies be responsible for or have any indemnity or other obligation hereunder with respect to any Losses arising out of or resulting from the violation of any applicable law, order, ordinance, regulation or code by, or the negligence or intentional misconduct of, any Indemnified Party, which Losses shall be the sole responsibility of the Indemnified Parties.

2.5 Status Reporting. Journal Technologies will provide reasonable status reports to Client upon request.

2.6 Status Meetings. If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.7 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.8 Go Live. Upon the occurrence of each Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.9 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement.

3. WARRANTIES

3.1 Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from
and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for implementation Services for the Licensed Software shall become due and payable upon the final Go Live of the Licensed Software for such Project, net thirty (30) days. For the avoidance of doubt, the total Service Fees paid to Journal Technologies by Client during the first year of the term of this Agreement shall not exceed $250,000.00. Client represents, warrants and covenants to Journal Technologies that Client is a tax exempt entity and shall maintain its tax exempt status during the term of this Agreement. Client shall deliver a copy of Client’s tax exempt status certificate to Journal Technologies upon request.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR, AND IN NO EVENT SHALL “LOSSES” (AS SUCH TERM IS DEFINED AND USED HEREIN) INCLUDE OR BE DEEMED TO INCLUDE, ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.
6. CONFIDENTIALITY

6.1 Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights. Journal Technologies acknowledges that Client is subject to the Colorado Open Records Act, C.R.S. §24-72-201 et seq. In the event that Journal Technologies asserts that any information constitutes a trade secret, Client will not release such records without first notifying Journal Technologies and affording it an opportunity to challenge in a court of competent jurisdiction the requester's right to access such information. The entire burden of maintaining and defending the trade secret designation shall be upon Journal Technologies. Journal Technologies acknowledges and agrees that if it shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, Client shall be obligated to and will release the information.

6.2 Journal Technologies' Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client and that Journal Technologies' access to such information is subject to applicable Colorado and Federal law related to access to "Criminal Justice Records" as defined in C.R.S. § 24-72-302(4), (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3 Confidentiality Breach. Each party acknowledges and agrees that money damages alone would not be a sufficient remedy for a breach of this Agreement by the other party, and that, in addition to any money damages to which the non-breaching party may be entitled under applicable law, the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as remedies for any such breach, and each party hereby agrees to waive any requirement for security or the posting of any bond in connection with such remedies. Such remedies shall not be deemed the exclusive remedies for a breach by a party of its obligations under this Section 6 ("Confidentiality"), but shall be in addition to all other remedies available at law or in equity.
6.4 **Exclusions.** The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. **TERM AND TERMINATION**

7.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the earlier to occur of (a) the expiration or termination of the License Agreement in accordance with the terms and conditions thereof, or (b) the termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 **Term of Statements of Work.** Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 **Termination by Journal Technologies.**

7.3.1 **Payment Default.** Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of amounts due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 **Other Client Defaults.** Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 **Termination by Client.**

7.4.1 **Journal Technologies’ Default.** Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies.

7.5 **Effect of Termination.** Upon any termination of this Agreement, all rights and licenses granted to Client shall terminate and the Client shall cease using all Journal Technologies’ proprietary material and shall destroy or return all such property in its possession.

7.6 **Survival.** The provisions of this Section 7 shall survive any expiration or termination of this Agreement.

7.7 **Remedy.** The remedies provided in this Section 7 are cumulative and in addition to any other remedies provided in this Agreement.
Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.4.2 Lack of Appropriation. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of Client are expressly dependent and conditioned upon the continuing availability of funding beyond the term of Client’s current fiscal period ending upon the next succeeding December 31. Financial obligations of Client payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Client and applicable law. Upon the failure to appropriate such funds, Client shall immediately provide written notice to Journal Technologies thereof and this Agreement shall be deemed terminated. Client represents and warrants to Journal Technologies that prior to Client’s execution of this Agreement, Client has received the appropriation of funds necessary to pay the one-time Service Fees set forth on Exhibit A hereto.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies’ fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:
Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Michael Greaney

To Client: City of Arvada
8101 Ralston Road
Arvada, CO 80002
Attention: City Manager

and

City of Arvada
City Attorney’s Office
8101 Ralston Road
Arvada, CO 80002

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party’s assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:
8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Denver, Colorado, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations of Journal Technologies under this Agreement are conditioned upon (i) written notice by the Indemnified Party to Journal Technologies within thirty (30) days of the Indemnified Party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to Journal Technologies and (iii) such reasonable cooperation by the Indemnified Party in the defense as Journal Technologies may request; provided however, Journal Technologies shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the Indemnified Party.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to its conflict of law principles.
8.9 **Independent Contractor.** Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.10 **Severability.** In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.11 **Counterparts.** This Agreement and any Statement of Work may be executed in counterparts by electronic signatures, or by the exchange of signatures by facsimile or PDF.

*[Continued on Next Page]*
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ______ day of __________________ , 2019.

JOURNAL TECHNOLOGIES, INC.

Maryjoe Rodriguez, Vice President
915 E. 1st St.
Los Angeles, CA 90012

CITY OF ARVADA, a Colorado home rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By:____________________
    Aaron Jacks, Assistant City Attorney
EXHIBIT A

PRICING PROPOSAL
(excluding license, maintenance and support fees)

One-Time Cost

Professional services, including expenses (Notes)

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation services</td>
<td>$150,000</td>
</tr>
<tr>
<td>Interfaces</td>
<td>$75,000</td>
</tr>
<tr>
<td>Conversion</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$250,000</strong></td>
</tr>
</tbody>
</table>

Notes -

The parties acknowledge that there must be significant involvement from Client’s IT personnel during the conversions and interfaces. The interfaces require a willing and capable data exchange partner at agencies with which Client wishes to interface. Since Client’s IT department, including the contractors that Client’s IT department engages, will become familiar with eCourt’s® (“Licensed Software”) API, Client will be able to assist with and maintain the interfaces as well as develop interfaces.

Journal Technologies has assumed that Client’s IT department, in consultation with Journal Technologies’ project team, will complete the mapping and transfer of the legacy data to a common database system provided by Client’s IT department. From the common database Journal Technologies will insert it into eCourt’s® (“Licensed Software”) thus completing a full data conversion. Client’s team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. The data conversion fees represents the cost to convert the Client’s legacy data listed below.

Interfaces and data conversions included herein shall be as set forth below in accordance with the initial Statements of Work attached to the Professional Services Agreement.

**Interfaces:**
- CO DMV
- Niche Police RMS
- City’s Finance System
- eProsecutor integration (optional)
- Brazos eCitation
- Collections
- InFax
- nCourt

**Data Conversion:**
- Full Court

Any additional interfaces and conversions will be done pursuant to subsequent Statements of Work with additional costs. With Client’s approval, Journal Technologies might use a third-party to assist with the conversion and interfaces.

There are no upfront or implementation progress payments. The Service Fees set forth above are due and payable no later than thirty (30) days following Go-Live.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal Technologies has prepared this
Exhibit A on the assumption that Client is exempt from federal excise taxes and without the inclusion of any Colorado or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies’ current hourly rate is $175.
Proposal #: RFP-18-Court Mgmt
Title: Court Case Management System
RFP Issued: 5/25/2018
Pre-proposal Meeting: 6/13/2018 5:00 p.m. local time
Question Deadline: 6/13/2018 5:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com
Proposals Due By: 6/26/2018 4:00 p.m. local time

Electronic Submissions, when specifically allowed, must be submitted online at BidNetDirect.com or to the Buyer’s email below by the above date and time.

Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation. Late responses will not be considered for award.

Projected Start Date: TBD

For additional information, contact: Nancy Allen at nallen@arvada.org
Direct contact with the requesting department may result in vendor disqualification.

Documents included in this Request:
- Cover Page page 1
- General Terms and Conditions page 2
- Special Terms and Conditions page 4
- Insurance Requirements page 6
- Administrative instructions and Evaluation Criteria page 7-8
- Scope of Work page 8
- Submittal Forms, submittal checklist page 9-10
- Security Assurances and sample contract (optional)
GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.
   A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.
   (or)
   B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.

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

6. OPEN RECORD REQUESTS. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 et seq.), which may require the City of Arvada to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.

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

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

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

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

11. SUBCONTRACTING. Contractor shall not subcontract any of its responsibilities without Arvada’s prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada’s sole point of contact regarding the services, including with respect to payment.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

A. Successful Vendor ("Contractor") shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").

B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
   (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
   (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.

E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.

F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.

G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

13. 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.

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

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

16. WAIVER OF BREACH. A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
17. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

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

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

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

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

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. 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, at which time the City shall have the option to renew the contract for 5 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

During the option period, the City will not consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

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

4. 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. We hereby request that any member of MAPO 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

All 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 $100,000.

3. ☒ Automobile Liability for limits not less than $300,000 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 One Million Dollars and No cents ($1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☐ Pollution Legal Liability Insurance for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily injury, personal injury and property damage.

8. ☐ Privacy/Network/Cyber Liability Insurance for limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

- 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, the Proposals will not be accepted and will be returned to the vendor.

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. PERFORMANCE MEASUREMENTS – SERVICES MORE THAN $15,000
The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for Services (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. At a minimum, vendor performance shall be documented as to (a) completing the agreed upon scope of work, (b) completing within the contracted price, and (c) within the contracted timeline.

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.

3. PREPARATION AND SUBMISSION
Offers will be prepared as follow:
1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
2) 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.
3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
4) 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. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

4. 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.

REJECTION OF OFFERS
A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
1) The vendor misstates or conceals any material fact in its Proposal;
2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
4) The Offer does not include documents which are required for submission with the Offer; or
5) The Offer has not been executed by the vendor through an authorized signature.
B. The City may, at its sole and absolute discretion:
1) Reject all or parts of Offers submitted by prospective vendors;
2) Re-advertise this Solicitation;
3) Postpone or cancel the Solicitation;
4) 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.
METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

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:

1) Firm Capabilities& assigned staff experience
2) Scope of submission as it reflects the requirements of the SOW and additional submission requirements.
3) Effective Project Approach and safety
4) Effectiveness of implementation, or installation, plan.
5) Price/total cost of ownership to support best value for services and/or products provided.
6) Applications Capabilities, Functions and experience of assigned staff

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

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).

SCOPE OF WORK

BACKGROUND: The City of Arvada Municipal Court currently utilizes a court case management system (CCMS) to assist in the automation of processes and workflows. The significant advancement in technology coupled with a performance driven court environment leads the Arvada Municipal Court to seek a new court case management system.

The review team is interested in identifying a CCMS that incorporated the following requirements:

1. Paperless System (Paper on Demand)
   - Ability to scan and import all case related documents into the system
   - Ability to complete all prosecutor offers electronically within the system
   - E-filing capability for prosecution team and defense attorneys
   - Ability to amend charges on penalty assessment tickets through import
   - Citation imports with integration to Colorado Dept. of Motor Vehicles (DMV) and the mobile electronic citations software (Brazos) for both traffic and non-traffic citations.
   - Ability to support multiple charges, actions, dispositions on the ticket including, but not limited to amendments and dismissals to each charge
   - Ability for electronic signature
   - Ability to close a case upon E-payment

2. Case Histories/Defendant Records
   - Name search and automatically merge party if defendant is currently in the system
   - Court dispositions, pre and post-conviction information. Access for probation, prosecution and police departments.
   - Track Court activity and events
   - Ability to auto populate Register of Action (ROA)
   - Workflow queues for every action taken on a case
   - Workflow hand-offs for Failure to Appears (FTA’s)
   - Robust workflow queuing system to trigger next steps of a process as a batch

3. Court Check-In
   - Queuing system to allow customers to check in electronically, provide Advisement of Rights and directions to multiple courtroom locations
   - Upon customer check-in, create a real-time docket for the courtroom clerk and Judge
   - Integrate with visual equipment displaying a real-time scrolling docket
   - Electronically purge audio recordings
4. Courtroom Processing:
   - Electronically produce case related forms
   - Integrate with court-check in system and audio system creating an electronic docket for the Judge and clerks in all courtrooms
   - Integrate with audio system to “bookmark” cases as called

5. Court Scheduling:
   - Case scheduling for all types of hearings
   - Calendar management
   - Describe how the system will integrate police officer schedules to court docket scheduling

6. Document Management:
   - Ability to create court documents that will merge all required information directly from case file.
   - Ability to make changes to documents, replace the old document with the updated one without manual intervention.
   - The forms should pull the defendant and case charge information.

7. Judge Access on the Bench:
   - Ability for the Judge to enter sentencing and orders from the bench
   - Electronic signature on documents
   - Ability to access the system electronic file for all necessary documents for review and sentencing
   - Ability for the Judge to track and workflow record orders, review and approve via electronic signature

8. Jury Management:
   - Create documents for jury trial, juror certificates, jury seating, etc.
   - Accounting system for jury expenses and deposits
   - Create a jury pooling system using external lists and if so, how (Electronic? Email?)

9. Bond Processes:
   - Bond checking account for bond receipting
   - Bond checking account reconciliation feature
   - Ability to run standard bond reports

10. Reports:
    - Create and generate statistical, financial and administrative reports
    - Ability to create reports in various formats.
    - Ability to run, daily, monthly, quarterly or yearly.
    - Integrate reporting tools to electronically deliver reports to requesting departments, i.e. Probation, DMV, Collection Agency

11. Public Access:
    - Ability to provide the attorneys and defendants access to the system to view general case information such as: court dates and payment amounts due.
    - Describe the security features to ensure the case information is secure

12. Purging:
    - Electronically by closed date case purging capabilities per State Retention Schedule
    - Record sealing and expungement process

13. Warrant Tracking: Bond Processes:
    - Workflow for warrant processing from Judge’s order to CCIC entry
    - Electronically move warrant information from Courts to Police Records Dept.
    - Reports for number of warrants by type, bond amounts, etc.
    - Tracking and workflow mechanism for Judge’s to record orders, review and approve for electronic signature
14. Restitution Process:
   - Checking account for restitution payment processing
   - Checking account reconciliation feature
   - Restitution reports

15. Conversion:
   - Describe the steps that will be taken to convert data
   - What support will be required from City staff for data conversion

16. Financial Accounting System:
   - General Ledger capabilities
   - Record daily cash receipts and integrate with City’s Finance system
   - Bond checking account
   - Restitution checking account
   - Reconciliation feature
   - Financial reports

17. Customer Support:
   - Describe the process for reporting problems and the expected response time
   - How are updates to the system handled
   - Provide recommended training details

18. Cost Proposal to include:
   - Development and Implementation
   - Data conversion
   - Interfaces
   - Hosting Costs
   - Annual license and Maintenance fees

19. Provide training costs per user for the software proposed.

20. Provide a detailed project plan as a guideline for implementing the software. Identify all steps to implement all
    features and functions of the software proposed. Include in the plan software installation steps, configuration
    steps and deployment steps.

21. Configuration and Flexibility
   - If available, describe features within the system that will enable court administration to make changes,
     additions or deletions independently without constant support from internal IT team or vendor.
   - If available, describe how the system will integrate police officer schedules to court docket scheduling.

22. IT requirements: Windows 10, Windows Server 2016, and SQL Server 2017 compatibility and IIS.

23. Please describe what technology stack the vendor prefers to support their product.

24. Include plans for each of the following:
   - Project Management Methodology
   - Proposed Project Staff
   - Data Conversion
   - Implementation
   - Test
   - Training
   - Maintenance and Support
The City is also interested if your company has a related offering of a Prosecution module or integrated software offering that meets or exceeds the scope of work below.

PROSECUTION SCOPE OF WORK

- Please describe if your Court Management software has prosecution functionality within the software.
- Please describe if your company has a separate prosecution software program.
- Describe if you offer other software products for a prosecution office.
- Describe any case or file management functionality that may exist in the Court software program that would be available to a prosecutor.
- Notes / Queue / Task Management to keep notes, send notes, Court staff questions for prosecutor, and/or tasks among prosecution staff as well as between prosecution staff and court staff.
- Docket of prosecution matters for upcoming week and other prosecution-related reporting.
- Document/Letter Generator (Ex. Subpoenas, Arrest Warrants, Various Motions, Deferred Judgments, Revoke/Impose, Amend, Continue, Reconsideration, Dismiss, Responses, Restitution Letters, etc.)
- Pulling ticket information from Police and/or Court for prosecution use into the prosecution module of the Court software. Register of Actions accessibility for prosecution.
- Electronic Discovery – if yes, is this available through Court software or is it available through a stand-alone prosecution tool (if there is such a program) for prosecution staff to access discovery and transmit to defense. Describe how the discovery functionality integrates with Police databases. Also, is electronic transmission to defense available?
- Describe any case or file management functionality that may exist in a stand-alone prosecution software program, if there is such a program.
- Describe if the system Pulls ticket information from Police and/or Court for prosecution use into the stand-alone prosecution program.
REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _______________________________________________________________________________________

Contact Names: Sales/Customer Service ____________________________________________________________________

Address: _____________________________________________________________________________________________

Phone:  (______) ____________________ Email(s): __________________________________________________________

The undersigned hereby affirms that:

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

By:__________________________________   ______________________ _______________________________
Signature of Authorized Agent                     Date          FEIN

__________________________________    ______________________ _______________________________
Typed/Printed Name of Agent                 Title of Agent   Agent email

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

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

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

Page #:______ Item # or Section: _________________________

Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________

Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________

Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________

Variance __________________________________________________________________________________________
SUBMITTAL INSTRUCTIONS:
Proposals shall be submitted in the order listed below with each section clearly identified.

- Submit ON-LINE
- Cover & Executive Summary.
- Detail Firm’s and employees’ Capabilities, Experience, Licensing, and Compliance Status.
- Details of Proposal – Proposed products & services, implementation timeline and warrantees.
- Completed City Submittal Forms including this sheet and all other attachments specifically requested.
- Pricing – All fee and costs associated with the proposal.
- A detailed software features/functions matrix should be included which lists software features and functions determined to be necessary to accomplish the work of this project. The matrix shall include, but not be limited to, the Tasks listed within the RFP scope of work.
- Performance Measures per Special Conditions when applicable.
- Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- Please initial to acknowledge Addenda, if any, have been considered in your proposal:
  #1 _________________________  #2 ______________________ #3 _______________________ 

REFERENCES:
- Check here if 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: _________________________________________ 
_______________________________________________________________________________________ 

Name: ___________________________________________     Contact Person: ________________________ 
Address: __________________________________________________________________________________ 
Telephone No: ______________________________________ Email: _______________________________ 
Describe type of work/service performed or items supplied: _________________________________________ 
_______________________________________________________________________________________ 

Name: ___________________________________________     Contact Person: ________________________ 
Address: __________________________________________________________________________________ 
Telephone No: ______________________________________ Email: _______________________________ 
Describe type of work/service performed or items supplied: _________________________________________ 
_______________________________________________________________________________________ 

Name: ___________________________________________     Contact Person: ________________________ 
Address: __________________________________________________________________________________ 
Telephone No: ______________________________________ Email: _______________________________ 
Describe type of work/service performed or items supplied: _________________________________________ 
_______________________________________________________________________________________
SOFTWARE LICENSING COSTS: Please use this format to provide software and annual maintenance costs for the proposed software.

### Software Costs

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>License Type</th>
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Please specify the software license type (per seat, concurrent user, server null, etc.)

### Maintenance Costs

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<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
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EXHIBIT C

JOURNAL TECHNOLOGIES’ RESPONSE TO REQUEST FOR PROPOSAL

[See attached]
City of Arvada, Colorado

Response for RFP-18-Court Mgmt
Court Case Management System

Submitted by:
Journal Technologies, Inc.
eCourt Case Management System

915 E. 1st Street
Los Angeles, CA 90012
(213) 229-5434

June 29, 2018
June 29, 2018

Attn: Nancy Allen
City of Arvada
Purchasing Department
8101 Ralston Road
Arvada, Colorado 80002

RE: RFP – 18-Court Mgmt – Court Case Management System

Dear Ms. Allen:

I enclose the proposal to provide our case management system. Journal Technologies, a wholly-owned subsidiary of the Daily Journal Corporation, has provided case management systems to governmental agencies for more than 25 years and serves over 500 courts and agencies in 42 states and internationally.

I am authorized to answer questions regarding this proposal and negotiate and contractually obligate the organization. I believe that certain terms and conditions require clarifications or, in some cases, modifications as set forth in Tab 7. I acknowledge Addendums 1 and 2. My contact information follows:

Maryjoe Rodriguez, Administrator
Journal Technologies, Inc.
915 E. 1st Street
Los Angeles, CA 90012
(213) 229-5402 direct line
(213) 229-5375 fax
maryjoe_rodriguez@dailyjournal.com

Thank you for this opportunity,

Maryjoe Rodriguez
Administrator
Journal Technologies, Inc.
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Executive Summary

We have been providing case management systems to government agencies for more than 25 years and serve over 500 courts and justice agencies in 42 states and internationally, including Lakewood, Grand Junction, Silt, Silverthorne and Dillion Municipal Courts.

Our true browser-based case management system enjoys a unique advantage over other systems: it was architected from the ground up as a highly configurable “business processing engine” to be the centerpiece for document management and eFiling solutions and used by trial and appellate courts, prosecutor, public defender and attorney general offices, and other governmental agencies, including probation, tribal and state and county governments. eCourt can be on your servers or in the cloud.

Users only need a web browser (Internet Explorer 10+, Chrome, Firefox, etc.) to access eCourt and eCourtPublic from desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.). The system’s graphical user interface, including all screens and dashboards, is natively touch screen enabled. eCourt is database agnostic; most of our clients use Microsoft SQL or Oracle.

We will work with Jury Systems, Inc. to provide the jury management module. We have worked with Jury Systems in several projects and they have installations throughout the US including Colorado.

The Daily Journal Corporation, which owns Journal Technologies, brings several advantages to the table, including significant financial resources of more than $200 million in cash and marketable securities. The Company owns two modern office buildings near downtown Los Angeles, an office building in Logan, Utah, and it has an office in Denver. There are about 140 employees in the publishing division of the Daily Journal who also provide support functions for Journal Technologies which has about 230 employees.

Although the Daily Journal is a public company, control rests with the Board of Directors. Corporate management includes Charlie Munger as Chairman of the Board. He, as vice chairman, and Warren Buffett, as chairman, manage Berkshire Hathaway, one of the largest and most respected companies in the United States.

Scope of Work

As part of the eCourt implementation for Lakewood Municipal Court, we have incorporated Municipal Prosecutor and Probation processes and data elements into the configuration. The configuration includes Colorado-specific data tracking, including the Colorado point system associated with traffic violations. The Lakewood project includes an interface with the Colorado Department of Motor Vehicles (DMV) that will be available for reuse by Arvada, with minimal configuration changes. The Lakewood configuration includes process and business rules for handling plea offers with reduced charges and reduced points. In addition, the project includes warrant and collections interfaces that may be of interest to the Arvada Municipal Court as well.
eCourt/eProbation/eProsecutor Features/Functions Matrix (“eCourt”)

eCourt is for courts and agencies, eProbation for probation departments, eProsecutor/eDefender for prosecutor and public defender offices with all sharing the same system architecture, just different configurations. Thus, in one system we have integrated the features to serve all of your agencies.

We expect to be able to provide all of your required functionality, but there will certainly be changes in your requirements during the implementations which we will accommodate. Doing is the key to learning what you want and how to do it – and we want you to be in charge of your future.

We will work with your implementation teams to configure your systems, including the data structure, screens, workflows, courtroom processing and judicial dashboards, dynamic searches, the public facing website, etc. to accommodate your business needs.

**Configurability and flexibility**

- **Configurable Navigation** – eCourt’s Site Navigation Manager allows you to adjust general navigation of the system to perfectly fit the needs of the specific user role.
- **Configurable Screens** – Our Screen Builder utility enables you to not only control the data being displayed on case-management screens, but it also provides functionality to display the data in different views and styles (columnar vs. tree, grouping, different colors and icons, etc) for different users.
- **Configurable Data Elements** – Our Metadata Tool enables administrators to precisely meet any new requirements by extending our baseline database tables. This includes creating new entities and fields, creating relations between different tables, and assigning data types to the fields. With some additional configuration using the Screen Builder, a new form can be quickly created and modified in a fraction of the time that older systems would require for similar changes.
- **Configurable Financial Distributions** - Our Auto-assessment Engine allows you to modify the distribution of funds to the proper general ledger accounts.
- **Configurable Business Rules** – These types of rules are used to represent behaviors of the type IF condition THEN action. For example, “IF pending charges still exist, THEN the case cannot be disposed”. Through a web administrative interface, users with security clearance can create and manage business rules in real-time without changing the underlying code.

eCourt provides a business rule engine for administrative users. It allows complete access to the system objects and thus a rule can be written to provide Create, Read, Update and Delete operations. The rules can to be implemented using a scripting language called Groovy that follows the standard programming standards and compliance. These rules can be applied/implemented in various ways:

- In screens as validation rules or transactional rules.
- In entities to allow for additional complex validation and transactional rules.
- In document templates to calculate complex template fields.
- In minutes.
- For communication with 3rd party interfaces.
The Workflow engine in eCourt also utilizes rules for automation; for example to generate a notice of hearing when an event is scheduled. The business rules provide full access to consume SOAP and REST web services.

**Workflow**

eCourt’s workflow engine can accommodate automated workflows by nearly any data-driven parameters including case type, court, case status or any event-driven activity. eCourt’s built-in workflow configuration utility enables your administrators to control all aspects of workflow including (i) creating new workflows or modifying existing ones, (ii) identifying the specific event or action that inserts work into the queue, (iii) determining how many items may be assigned, (iv) automating actions to take if work is not completed within the specified timeframe, etc.

We will configure your workflows to accommodate the various processes. eCourt’s workflow system contains a variety of functionality. For instance:

- **Configurable Triggers** – Triggers initiate items in workflow queues based on either data-driven or event-driven actions such as the filing of a document, the entry of a judgment or disposition, the creation of a document, etc. Triggers are often configured to move items into “automated” queues, which can automatically update case records with virtually any kind of data.

- **Configurable Time Standards** – Time Standards work very much like triggers except that they are based on the age of items rather than “listening” for a particular action. For example, an item can be created in a workflow queue if a party fails to comply with an order of the court within a set number of days from the filing of a document. Similarly, the time standards give supervisors the flexibility to specify different actions, such as automatic escalation, based on the age of an item within a work queue. These actions include routing the item to another work queue, notifying the user that the item requires immediate attention, notifying the supervisor, or some combination of all of the above. Multiple time standards can be put into place so that, for example, the user gets a message when the item is five days old, the user and supervisor are both notified when the item is 10 days old, and the item is automatically routed to another queue (with notifications), as needed, when the item reaches 15 days old.

- **Ad-hoc Workflow Redirection** – Users with supervisor rights can redirect work from one staff member to another in the event of an absence, special assignment, or other circumstances that require a temporary reallocation of work.

**Judge View (See Judge’s User Guide in this Tab.)**

We’ve worked with judges to develop features a judicial officer can use to manage their electronic docket both before a hearing (“Chambers View”) and during the hearing (“Bench View”). The result is a finely tuned set of screens that give judges a broad set of features to manage their electronic docket such as digital signatures, rapid note taking, research tools, keyboard shortcuts and drill-down views of case data. In addition, we provide “Share Book” that allows the panel of bench officers to collaboratively share document annotations with each other during the post-hearing conference using a live chat window. The courts can leverage our baseline Judge View module and customize it during the configuration phase to meet the exact requirements of your own judicial officers.
**Calendaring**
eCourt’s calendaring system provides flexibility and efficiency for scheduling events, and when coupled with workflow, allows the court to predetermine the scheduling of all or some events as the agency sees fit. Notices are automatically generated to a printer or email. Agency holidays, the personal time off, reservations for agency business and the attorneys’ other scheduled events in that court are checked for conflicts in the process. eCourt’s Outlook interface also posts events to Outlook calendars.

The calendaring system also includes configurable time slots that allow the court to determine, in advance, which events will be heard by which judge or panel, in what location, and on what dates and times. This allows the court to automatically schedule cases upon case initiation, or a subset of them, according to specific rules.

The calendaring system provides a monthly, weekly and daily view, and can be searched by official (judge), facility, case type, resource and date. The monthly view shows at a glance the number of events scheduled in the morning and afternoon, the maximum number of time slots that are available, and a number of events that are reserved.

The weekly and daily views show the events that are scheduled. The electronic case file can be opened by clicking on the event link. Events can be scheduled, reserved, rescheduled; court business can be scheduled; and time off can be scheduled. Time slots can also be closed from this area, which is helpful if a judge wants to accept no further events for a particular time slot.

**Dynamic Advanced Searching and Ad-Hoc Reporting**
Along with a library of pre-defined searches, you can compose custom searches across all case elements in the database. The criteria for these inquiries can be based upon a wide-range of parameters contained within the database you require such as case type, case number, case name, party name, unique person identifier, statute number or charge, docket code, calendar date, event type, or date, etc. Search results can be sorted by column and “drill down” into case information via hyperlinks. They can also be downloaded as Microsoft Excel, .pdf, .rtf, .xml and .csv format documents.

- **Saved Searches** – Often times, users run certain searches more frequently than others. eCourt provides “saved search” functionality in which an individual’s search parameters can be saved for future use and are readily accessible from the left hand navigation panel under “My Saved Searches.”
- **Reports** – eCourt provides full reporting capabilities, with possibilities to output the reports into pdf, xls, html, xml and many other formats. eCourt supports ad-hoc as well as batch processing of pre-designed reports. The reporting module is fully integrated with the eCourt workflow system, which allows automatic and batch processing of reports. It also uses the bundled document management system for storing reports on demand or when they are automatically processed in batch mode. The report module is based on a popular, open source, reporting framework called JasperReports. With this system, agencies use their tools of choice (such as the iReport free desktop application, http://jasperforge.org/projects/ireport) to design the reports. Then the report designs are uploaded into eCourt and configured, and thus become available for ad-hoc or batch processing.
• **Expression Builder** - The ability to perform configurable searching and reporting in eCourt is due to our Expression Builder utility which is the backbone of nearly all customized inquires to the database including Searches, Reporting (including statistics), Work Queues, Form Builder, etc. To shield users from the complexity of generating these queries, the Expression Builder allows users to “point-and-click” their way into creating whatever queries are necessary.

**Document Management**

We provide a document management system within eCourt that includes generating, scanning, indexing and storing paper-based and electronic documents. All documents, regardless of file formats (scanned images and electronic files such as PDF, Word, Excel, PowerPoint, Visio, text, audio, video), are easily stored, managed, and retrieved from within eCourt for a single, centrally managed repository that has the necessary security and automation features to support the business.

When a document is generated by eCourt, it is automatically associated to the case and saved to the repository. Case documents are organized and managed using a graphical, “file explorer” like interface that includes drag and drop upload of an unlimited number of files to a case. Files may be placed into named folders for ease of organization. Files as large as 4GB may be uploaded as well.

When the user must provide edits prior to saving the document and sending it, they can upload it to eCourt using the Microsoft Word ribbon toolbar’s Save to Case feature and all revisions are saved.

Document templates are created using Microsoft Word; our Word ribbon toolbar’s Fillpoints feature lets you select the right fields to place in your standard templates. These document templates are particularly useful for automatically generating and sending documents to participants on a case. The individual document template fields are actually customizable snippets that can pull field information about the case into those fields. These template fields are extremely flexible allowing configurators to pull anything from simple case data to calling business rules for performing advanced calculations.

Additionally, each document template can be configured as workflow-aware which allows it to “listen” to nearly all the activity occurring throughout eCourt. This results in a sophisticated notification system allowing you to trigger highly customized documents (or messages) to be sent to case participants via transport mechanisms such as U.S. Mail, email or as part of an eFiling transaction.

For example, our California Superior Court customers automatically send customized Courtesy Notices via U.S. Mail to traffic violators the moment eCourt receives the violation information from law enforcement. Similarly, our eFiling system automatically generates a formal Notice of Rejection to notify the filer that their filing was rejected by the Court.

In addition to saving these electronic types of documents, you will have the need to scan paper documents. Scanning allows you to import documents with the additional ability to perform image enhancements and read bar codes which offers easy to use methods for storing documents. There are three ways information can be captured: Scan Now, Scan Later, and Bulk scanning. The combined offering provides scanning functionality at every level.
• Scan Now is a feature that is launched directly within the eCourt document interface. Users that are creating a document record can choose the Scan Now button to drive a scanner that is directly attached to their PC.

• Scan Later is a feature that is used when there is a need to quickly identify the documents with a cover page and perform the scanning later. The user selects Scan Later to automatically print a cover page that will tie the document to the specific case and document record in eCourt. This way you can centralize your scanning equipment and staff.

• Bulk Scanning is a feature that provides the ability to batch scan thousands of pages across multiple scanners. This allows you to quickly and efficiently scan large volumes of documents.

Therefore, our approach to capturing information falls under two philosophies - day forward or backfile. All three features can be used for either strategy. However, you would typically see Bulk Scanning be used for the backlog of paper and the other two for capturing all of the paper moving forward.

eCourt provides point and click access to all documents and their associated records. You can retrieve and enhance document images, view keywords associated with the document and change them if appropriate, add a note, highlight, stamp or signature. Users may also print documents, send them via internal or external email, save the document to the desktop or clipboard, and view the document’s audit trail with a date and time stamp for each action performed on that document record, and by whom.

Documents may be automatically routed using eCourt’s powerful workflow engine. Using criteria like case type, filing location, etc. documents are automatically routed to the appropriate work queue for checking, approval or even automated response. This eliminates the need for manual routing and handling and completes the electronic document workflow.

Public Access

24/7 access to case information (documents, searches, calendars, case summaries, etc) is now an expected feature of any CMS. Requests can come from virtually anywhere -- the general public, case litigants, justice partners, county counsel, press and data aggregators just to name a few. eCourt comes with a series of “out-of-the-box”, public-facing applications and services that allow non-court users to securely access case information from the appropriate courts throughout State. These applications are all cloud-hosted through Amazon Web Services (AWS). AWS is a world-class provider of cloud-based services that allow these applications to scale on-demand as needed to meet your requirements. AWS is a fully FedRAMP compliant cloud service provider ensuring data is always secure, available, backed-up and can be audited as required by federal guidelines.

eCourt’s eFiling, including by Self-Represented Litigants

eCourt comes packaged with a cloud-based eFiling module which allows attorneys, attorney service firms and self-represented litigants to securely file cases, documents and other information to any appropriate court in the State - one or many courts. A dedicated Clerk Review module exists at every eCourt location to allow clerks, judges and other court personnel the ability to process filings and automatically route cases to the “next step in the process” without ever having to print out a piece of paper.
Our cloud-based eFiling solution is hosted through Amazon Web Services (AWS). AWS is a world-class provider of cloud-based services that allows our eFiling solution to scale on-demand as needed to meet your requirements. AWS is a fully FedRAMP compliant cloud service provider ensuring data is always secure, available, backed-up and can be audited as required by federal guidelines.

eCourt is already equipped with the ECF 4.0 APIs to accommodate incoming requests from either the eCourt EFM (eFiling Manager) or any other EFM which communicates the ECF standard. eCourt provides the RecordFiling API which will allow for any 3rd party EFM to send case information into eCourt and also provides the NotifyDocketingComplete API which will notify the EFM when the docketing of the case has been completed. In addition, eCourt also provides additional capabilities to accept financial information to capture any fees that may have been collected by the EFM.

eCourt also accommodates the GetCase and GetCaseList API which will allow the EFM to extract case information for subsequent filing. This will allow courts with their own eFiling solution to communicate with the CMS as per the ECF standard without additional customization.

**Law Firms**
Law firms are able to submit filings directly to the court. Our eFiling Service Provider (EFSP) portal provides the capability for firms to submit new cases or file documents on existing cases. Fees are calculated and presented to the filer as an estimate of the fees subject to court review of the documents. No funds are obtained from the filer until it is accepted by the court. In addition, the system maintains a filing history of all documents submitted, the current status of each submission, copies of the conformed documents and any supplemental documents the court transmitted upon acceptance of the filing.

**Attorney Service Firms**
Attorney service firms provide services to law firms such as couriers, personal service of documents, monthly billing and the advancement of fees. Our EFSP portal solution provides the capability for Attorney Service Firms to submit filings electronically on behalf of their clients. In addition, the Attorney Service Firm can also provide an eFiling system to their clients for purposes of submitting documents directly without intervention by the Attorney Service Firm.

**Self-represented litigants**
Self-represented present a different usability challenge compared to law firms and attorney service firms. They need much more assistance and guidance to step them through the legal requirements of a filing. For this reason, our eFiling solution provides multi-lingual help text, video links, step-by-step filing instructions and labels for each data entry field. A data entry wizard guides users throughout the filing forms.

An example of this specialization (and why it’s important) is when an electronic filing is rejected. Simply listing the reasons for a rejected filing and writing lots of text often leaves the filer confused on how to proceed. Customizations allow the court to provide users (i) a customized explanation from the clerk about why the filing was rejected along with (ii)
highlighting the fields that are not filled out correctly. Filers can immediately fix the error, re-print any pleadings, and immediately re-file again. Such customizations allow the Court system to appropriately provide the best information needed to file electronically without crossing the line of giving legal advice.

**Paid Records**
Many courts are searching for areas where their revenue streams can be supplemented. Our Paid Records module allows public-facing users to search for electronic records for a fee. This includes party searches, case access and document downloads. You determine (i) which type of case access requires a fee as well as (ii) which user type will be assessed the fee. For example, you may charge standard users a document download fee of $1.00 per page for the first 5 pages, $0.40/pg for each additional page (per document) with a maximum fee per document if $40.00. But you may allow users of verified public agencies (such as public defenders) the ability to download these documents for free or at a reduced rate. eAccess supports multiple types of payment methods such as standard credit cards, prepayment accounts, tokenized credit cards and ACH/EFT payments. These options appeal to the spectrum of users from “pay as you go” users who just want to download documents in a case to high-volume legal researchers.

**ePayIt**
The ePayIt module allows the public to plead guilty and pay for a non-mandatory appearance violation, request a trial by declaration, request a one-time continuance, pay for traffic school, etc. It also supports the payment of collections and miscellaneous “open items” on a particular case. We recognize that each customer has their own requirements so the ePayIt module allows customers to configure the types of front-end search the user will see in order to find their case.

**Case Access**
This module provides the ability for you to make nearly any type of case data available to the general public. This can include (but not limited to) displaying the register of actions, calendars, parties and documents. And if the user is logged in as a justice partner, you can display additional financial information or person-level information not permitted to the general public. Most importantly, you can configure precise permissions and security in eCourt to ensure data can only be viewed by the appropriate user. As you get more familiar with eCourt configuration, you’ll find you have enormous flexibility to control permissions to even the smallest bits of data. For example, you can configure the system to only show a party’s address to a justice partner while hiding it to the general public. You can also write complex rules-based permissions. For example, you can configure the system to only display a document if the case filing date is greater than 45 days and a judge has signed an Order only allowing it to be viewed by active attorneys on the case.

**Integration with Other Systems**
The ability to effectively exchange data between information systems is critical to the success of integrated justice information systems (IJIS). In older systems, APIs would be hard-coded for each integration point. This means every time the agency needed to send data to another justice partner, these integration points would have to be hard coded. These hard-coded information exchanges were normally very expensive to develop and maintain and cannot be readily adapted to meet new
requirements for information sharing including the ability to handle new information exchanges or to adapt to new standards.

Instead, the eCourt Data Exchange REST API is built on eCourt’s configurable metadata layer, which makes new fields and columns added to the system immediately available to the applications that exchange data between systems. In this manner, eCourt system administrators that oversee these data exchanges can rapidly make changes to the information sent from (or added to) eCourt. Rather than waiting weeks or months for new API functions to be hard-coded into the system, eCourt administrators have the ability to test and deploy their data exchange applications as quickly as they need to.

In addition to 3rd party application integration, eCourt is also directly compatible with the Citrix network, Microsoft Active Directory and LDAP services.

**Additional eCourt Functionality**

**Notes**

Notes allow judges and others to attach "virtual post-it notes" to nearly any case. Notes are often used to organize simple reminders and memos about case information that don't require formal database fields. Users can quickly create notes of virtually any length with high levels of custom formatting (font, color, size, indentation, bullet items, etc). Most important, every note is "security enabled" allowing the note author to have precise control over who can read/edit the note.

A popular feature of Notes is called "My Library" which acts like a repository of commonly used notes. Individual users can build their own library of these text snippets and can "reuse" them anywhere in the system that accepts text input. Users can create their own personal index of notes or add notes to a common "Court Library" which can be used by court staff. All notes can be categorized and tagged so the user can rapidly find the exact note they are looking for. My Library allows judges to save their commonly used snippets of text and reuse them in any written document.

**Minutes**

eCourt makes recording minutes simple. eCourt’s Minutes component provides tools to enable users to quickly record information using pre-defined templates, cut and paste, use short-cut keys, and optionally use a bar-code reader to select commonly used text. Most importantly, information recorded through minutes is posted directly to the CMS, eliminating the need to double enter the information. eCourt’s workflow tools can then, for example, process the information according to rules established by the courts (send out alerts, schedule an event, etc.).

**Checklists**

eCourt’s Checklists component can be used to help monitor and prepare cases. These checklists can include the major steps in the case as well as the required documents, which can be “mapped” to eCourt’s document received screen. Additionally, checklists can be customized with case notes. Thus, the overall status of the case can be recorded on the checklist and viewed in the work queues by the appropriate personnel.

**Both Case- and Person-centric**

eCourt supports both case-centric (activity for all of the participants within a case) and person-centric (activity for all of the cases for a specific participant) activity. Typically, legacy case
management systems have been limited to the former, and they provided detailed case history information (referred to by courts as the Register of Actions) on a case-by-case basis, including information such as the documents filed, actions and decisions of the court, and the case participants (including the parties, their legal representatives, expert witnesses, etc.).

**Joinders**

eCourt has unique functionality in which a user can establish different types of links (or “joins”) between two or more related cases. Once joined, a variety of actions can automatically take place when records for one case are affected. For instance, the agency can identify logical groups of cases with common staff assignments and other group-applicable business rules. Once joined, for example, scheduling and financial actions affecting any one of the cases can be automatically applied to all of them.

**Accounting**

eCourt provides a case and trust accounting system that includes the following: case billing with fine/fee calculations and distributions, accounts receivable subsidiary general ledger, cash receipts and till management, collections, accounts payable subsidiary general ledger and check writing for refunds, etc.

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**Additional eProbation Functionality**

**Work Crew Management**

Work crew assignments may be made manually or automatically from the system. Attendance is easily logged and reported on. Probationers may be notified automatically reminding them of upcoming work crew sessions. Fines may be calculated to hours or days to be performed in the work crew and we monitor compliance and completed versus remaining hours for each probationer. An inventory of equipment may be kept, assigned and tracked all within the application.

**Diversion**

eProbation manages diversion processes easily and accurately. Interview questions and processes are configured to ensure you get the information that you need. Case managers may conduct screenings in eProbation and have case plans generated based on the outcome of interviews and assessments. Business rules are set to make sure that all processes, compliance and release information is tracked according to your needs.

**Electronic Home Monitoring**

Assignment to electronic home monitoring is done for the person, along with the device assignment right in the application. Devices are inventoried and warnings may be applied for the supply versus in use units. Compliance and violations may be logged in the application, triggering automated changes to the case plan and supervision requirements.
eProbation Common Processes

- **Case Intake/Initiation workflow** – manual and electronic case initiation from referring Court or Agency, focus on potential tablet or mobile data input while in Court at sentencing, workflow to complete case initiation or investigation as supplemental data entry whether case received through electronic interface or manual entry, assign case to proper personnel to conduct Risk Assessment or Intake interview.

- **Risk Assessment** – conduct required risk assessment based on case type/charges or criminal history, completion of built-in assessment automatically displays Risk Score/Level and triggers workflow for supervisor review and approval, supervisor approval triggers case assignment workflow. If you need to incorporate Functional Family Therapy (FFT) and Probation (FFP) and others, those programs can be configured.

In addition, we have partnered with the New York Foundling Organization to provide another approach to track important evidence-based-practice data and Functional Family Therapy program data. Their over 1,200 member staff assist organizations with risk assessment evaluations, evidence-based programs and supplement them with various social determinants of health questions and scores. They are expanding into agencies across the country, including now Australia, the United Kingdom, the State of Washington and State of Iowa in the US.

Using the Foundling’s proven methods in interviews and contacts, court partners and state agencies have been able to more correctly identify the needs of the individuals they supervise and have significantly reduced the amount of extended terms, recidivism and incarceration and increased functional family systems. Communities that have adopted the Foundling’s practices have saved millions in the cost of care for the affected individuals. The Foundling is funded by major corporate, foundation and community sponsors. We are incorporating data elements for their Social Determinants of Health Assessment and the Risk Stratification and Plans of Care programs in eProbation, and these will be available at no additional cost. eProbation reporting tools provide valuable information to analyze the impact of all assessments, programs and case plan results.

We are incorporating data elements for their Social Determinants of Health Assessment and the Risk Stratification and Plans of Care programs in eProbation, and these will be available at no additional cost. eCourt reporting tools provide valuable information to analyze the impact of all assessments, programs and case plan results.

We have also partnered with WEconnect to integrate into eProbation their program attendance application which can be downloaded to any smartphone to monitor the time the juvenile spends at specified treatment locations. Your staff will simply select in eProbation the program that will then be integrated into the WEconnect app for the juvenile to download. WEconnect provides reminders and incentives to the juvenile to encourage successful program completion. The attendance data is sent directly to eProbation which updates the case. This reduces the time that case supervisors must spend monitoring program attendance and motivates juveniles to complete programs in accordance with the case plan.
• **Case assignment** – workflow for automatic case assignment based on many levels of criteria defined by team and agency. Two main levels of automation: allow system to make case assignment recommendation and wait for supervisor/manager approval or automatically assign case based on agency defined criteria such as current caseload numbers and weighting, risk score and level, supervision level, defendant already actively supervised by agency’s probation officer. Case assignment triggers workflow for Probation Officer to begin case plan. Manual methods of case assignment are also available in lieu of the automated approach if desired.

• **Case Plan creation** – workflow to create case plan and conditions. Case details, responses and scoring within risk assessment automatically create recommended case plan conditions using evidence-based practices or specific public domain assessments like the ORAS-CST. Proprietary Assessments and case plan building can be recreated in system where agreements are in place. Probation officer reviews recommendation and customizes the case plan to the defendant’s needs. Case plan workflow for supervisor review and approval.

• **Monitoring and Supervision workflow** – supervision period for probationer/defendant/juvenile is managed for life of the case.
  o **Chronos/Contacts** – Probation officer schedules contacts manually or automatically and records interaction with parties on case. Home/Work/Office contacts are logged, upload photographic evidence discovered during contact using mobile device or tablet, log law enforcement contacts and other pertinent information using computer or any mobile device.
  o **Condition compliance** – Track all Court ordered and case plan conditions like Substance Abuse and Domestic Violence Counseling, Community Service, Obtaining GED, GPS monitoring. Programs and treatment attendance is tracked for each individual meeting/session/counseling date. Certificates of completion can be loaded via Portal by providers. Notify probation officer of submission and automatically update condition status. Drug Testing workflow and configuration, administer UA and record results, notify the probation officer.
  o **Violations** – workflow triggered by probation violations during supervision. Positive UA results, GPS alerts, missed appointments and general condition violations begin workflow for probation officer to schedule Review or Compliance hearings with Court. Probation termination or revocation workflow triggered when criteria met.

• **Docket Management** – Daily Docket is a listing of events for a given day similar to the daily calendar. Unlike the daily calendar the docket is designed to manage check-ins for case participants, record courtroom personnel, show status of the in-court minutes and start the in-court minutes. The docket allows users to check in various attendees, for example parties and attorneys. When all attendees are checked in, the event is marked as ready. Users can also manually reorder events to maximize courtroom efficiency.

• **Searches for common statistical needs**
  o Caseload deficiency tracking – positive UAs, FTA, Warrants and past-due accounts contribute to caseload deficiency
  o Case inactivity report – shows supervisor cases lacking activity for different periods and displays assigned treatment officer and last action on case
  o Caseload distribution by supervision level
  o Calendar searches showing scheduled UAs, UA results, scheduled office/home/work contacts, Court appearances and more
- Active Warrants
- New Arrests of active Participant
- Community Service hours
- Recidivism reports that analyze the effectiveness of case plans and specific treatment and providers. These reports help the agency provide the most successful case planning and supervision for their local population
eProsecutor Common Processes (Optional)

eProsecutor uses workflow-based case management and provides manual as well as automated workflows by nearly any data-driven parameters including work item and case type, agency, case status or any event-driven activity. Many workflows have already been configured to meet standard business processing needs.

The processes described below apply to all types of work items, financial processes, and civil or criminal case types, since the base configurations are designed to handle any type of legal practice. The configurability allows the user interface to reflect the practice methods and terminology unique to the working group.

- **Intake workflow**: electronic and manual receipt of a referral, case, or assistance request from an office, agency, or the public. New referrals are assigned to a reviewer for initial review and subsequent assignment to an investigator, attorney, or paralegal, with a time standard for review and assignment.

- **Case assessment workflow**: review and case classification, charge selection by a filing attorney in criminal matters, and complaint or indictment document generation.

- **Case assignment-manual**: workflow for case assignment. A new case or matter has been received and an initial review performed. All new matters are manually assigned or reassigned to an attorney, with receipt and acknowledgement by the assigned party.

- **Case assignment-automated**: workflow for automatic case assignment based on unit, team or specialty team. Referral is received, workflow assigns case to a team leader based on a date schedule (e.g., team A takes all cases filed on Mondays or during a duty week, or received from a specific agency) or specialty team leader based on the type of referral or allegation received, (neglect, abuse, fraud), then manual assignment of case to a team member.
  
  - Ability to automatically assign cases based on the number of existing cases of a team member, and/or an automatic evaluation of the weight of the cases currently assigned to each team member based on a weight assigned to the case, and automatic assignment of a new case to the person with the lowest case weight.

- **Investigations**: workflow to assign tasks/investigation items as free-form items and checklist items to a supervisor and then an investigator or paralegal, with corresponding screens and searches to track progress towards completion and due dates. Investigations can be created either before or after a formal referral or incident occurs. Investigators, documents, meetings, and people related to an investigation can be tracked. Investigation screens are completely configurable and use the full functionality of eProsecutor. Confidential sources can be displayed or hidden based on user security settings.

- **Co-Defendant or Joined defendant and plaintiff tracking** if co-defendants or co-plaintiffs are present in a single case filing.

- **Conflict checking** of defendant, witnesses and co-defendants for prior case involvements, status of defendant as a witness in a pending case, and prior representation of prosecution witnesses by the public defender or defense counsel.
  
  - Conflict checking of judge, defendant, defense counsel, and assigned prosecutor for personal or professional relationships that would create a conflict situation.

- **Searches**
Data Searches are configurable and can be scheduled to run automatically and saved on a user-by-user basis. Searches can be configured with “drilldown” sub-views to provide an extensive amount of detail.

- Specific charge or grouping of related matters: all criminal charges, case types, matter types, with final disposition and outcomes including civil settlements, civil and criminal recoveries, convictions, etc.
- Current cases assigned to each investigator.
- Cases assigned to attorney and age of case from the date of the beginning of the action.
- Cases assigned to an attorney with future events listed, speedy trial or other type of expiration date shown, due date, and by days to expiration of a time standard or resolution period.
- All cases closed in a specified time period, grouped by attorney, including matter type, charge severity, showing disposition type (plea, finding, judgment, or recommendation) for each charge or matter, with the ability to sort by each type of resolution.
- Work items or cases opened and closed in a specific time period.
- Upcoming hearings, deadlines, or trials grouped by attorney and ordered by date of closest event to date of report.

**Discovery**
- Methodology to receive case-related documents, e-mails, files, or police reports, scan and assign to a case, notify a discovery clerk or investigator of the information received, and in person, e-mail, or public portal disclosure of electronic or physical discovery files to a defendant or their attorney.
- Method of tracking disclosure of all items, with dates of disclosure, so undiscovered/undisclosed items can be easily identified.

**Property seized:** as a result of arrests or investigations can be recorded, including serial numbers, descriptions, and estimated or assessed values. Disposition of forfeited property can be tracked through property sales records which can record both bids and final sale amounts.

**Evidence and Exhibits:** can be added to cases at any time and a chain of custody can be established through tracking of dates, times, locations, and custodians in possession of the evidence. Images of evidence can be attached for use as proxies during hearings.

**Subpoena generation process:** workflow to generate physical subpoenas and victim/interested party notification letters for specific event dates for a specific case, and as a “batched” job of subpoenas for multiple cases.

**Subpoena Service:** workflow to assign personal service of a subpoena to an investigator, track all service notes, and relate certificate of service to the subpoena served.

**Motions filed and legal analysis of issues:** ability to associate keywords or some type of topical organization to documents created by prosecutors so that the research can be located at a later date when similar issues arise. Commonly referred to as a “brief bank”.

**Hearing-specific proof outline:** the ability to link a case research item (element of the allegation, issue, or complaint) to a specific hearing type, and create a proof/fact outline supporting the position on that issue, which could be exported to a document or viewed on an in-court screen from which the attorney could conduct the hearing.

**Time standards:** workflows with speedy trial calculation including excluded time periods, reset trial periods, and the ability to track progress toward and notify persons about upcoming due dates and missed time standards.
• **Digital and electronic signatures and electronic stamping:** can be configured for all documents. Additionally, all documents are securely stored and a complete document history is available that logs all activity on the document such as viewing, printing, e-mail, etc.

**Additional eProsecutor Functionality**

**Discovery**
Discovery is connected to the central filing cabinet of a case so that documents, files, images and other physical evidence can be assembled into a discovery packet, Bates Stamped, disclosed as eDiscovery using the Public Portal, or copied to physical media for in-person delivery. Complete tracking of the contents of each discovery packet, delivery and receipt of the packet, and discoverable items not yet disclosed is a standard feature in eProsecutor. Using Workflow, a new discoverable item can be automatically assigned to the pending work queue of an attorney or investigator for review, classification as discoverable or privileged, redaction, and disclosure, if appropriate.

**Time and Billing**
Time and expense entries are stored on the case and tracked by date, activity or expense type, user, and time expended. Time can be associated with grants or other administrative classifications, if needed, and extensive notes available to document the work performed. Time entries can be set to different statuses as part of an approval process connected to a Workflow and related to parties on the case. eProsecutor allows a wide variety of time tracking needs to be addressed, such as different increments of billing time, different rates for different services performed by the same user and pre-defined time entries based on specific types of user activities.

With the configurability of eProsecutor, agency-specific processes to automate time entry using start and stop triggers can be created beyond the core time tracking features. Once entered, time and expenses can be collated into billing invoices to be sent electronically or generated using an agency-defined template document, and statistics can be generated using our Data Search capability. Results can also be outputted to a variety of different file formats, such as .pdf, .xls, and .csv files.

eProsecutor has an extensive financial capability that has been developed to handle the most complex court financial processes, so tracking restitution, judgments, fines or other obligations and payments is standard functionality.

**Unlimited Case Types**
All matters in eProsecutor are organized by case types, so that a lawsuit for Asset Forfeiture is separated by case type and subtype from a felony, misdemeanor, traffic, or juvenile case; and a request for legal advice is easily distinguished from a request for law enforcement training. Each case type or special request your office handles is created and managed as a unique matter with its own auto-generated internal case number, parties, witnesses, victims, dates, reminders, and “to do” lists.

**Event “Call Offs”**
Notifications by letter or e-mail can be automatically generated to release persons or resources from their subpoena obligation when an event is cancelled or a case is closed.
**Case Assignments**
Any number of attorneys, investigators, support staff, victim advocates, etc., can be assigned to cases. Users can be reassigned from cases (and the history of that assignment is saved). Cases can be reassigned as a mass operation.

**Dashboard**
Every user has a dashboard which can be customized by an individual user to contain a variety of gadgets such as current cases, upcoming events, notepad, workflow assignments/tasks and embedded searches/reports. Dashboards for every attorney can contain a list of only their cases, with additional caseloads visible to managers based on their security level.

**Lab Reports**
Case and person-specific medical information, case exhibits, blood tests, DNA analysis results, ballistic reports, and autopsy test results are easily viewed as data and the full report retrieved as a document.
This Guide incorporates screens and processes configured for several other clients. During the implementation, we will update it to reflect your eCourt.
eCourt Case Management System

Configurable Navigation

When you log into eCourt, you will see a highly configurable landing screen that displays navigation and a configurable Dashboard.

- **eCourt** will always be displayed in the upper left corner, and when clicked, will return you to this screen.
- **Top Navigation menu** will always contain categories and quick links to different areas of the system as displayed in Managing Your Workspace – Navigation at Top of Screens.
- **Left Navigation menu** displays configurable categories and quick links to different areas of the system. For example, Assignments, Recent Cases, Calendars, Notes Library, Legal Research Links, Searches, Reports, etc. When one category is expanded, the other with collapse displaying only one category at a time.

Configurable Dashboards

- **Dashboards** contain Gadgets that can be positioned anywhere in the layout by using the drag and drop technique and can be customized using the Configure Gadget option. You can have multiple Dashboards and add, remove, or change the layout using the Dashboard options.

Example of Gadgets

- **Cases** provides options to display Recent cases, Watched cases, Assigned cases, Upcoming events, Recent activity and Open tasks on your cases. Click on the Case Name to see the Case View.
- **Assignments** provides a list of your work queues as displayed on Assignments/Work Queues.
- **Calendar** displays the case schedule for a given location based on a single week or up to five weeks.
- **Saved Search Results** displays the results of a specific search. For example, your daily or weekly cases.
- **Saved Searches** displays a list of saved searches with the option to quickly run or open them.
- **Agency News** displays current news.
Dashboard – Assignments / Work Queues

The Assignments / Work Queue lists all of your work queues provided by eCourt’s workflow system. Work queues with no outstanding tasks can be hidden using the Hide Work Queue option located at the bottom left. The All Case Types and Assigned To Myself options filter the list.

By clicking on a work queue, the Work Queue Tasks displays the tasks with the Important tasks listed first. From this screen you can use the Screens column option to see the Case View; view, edit, stamp, or approve documents; start an order; etc.
Configurable Case Views, including Header and Navigation

Case views provide access to all of the case information from one case screen. In addition, these views provide configurable input screens to update selected information:

- Case Header – top of each case screen.
- Case Navigation – below the Case Header on each case screen.
- Case Views – display specific case information

Configurable Case Summary View

The Case Summary view is automatically displayed when a case is selected.

Case Summary panel examples:

- Case, counter claim, etc.
- Time Standards
- Parties
- Party contact information
- Joined cases
- Recent Documents
- Future and most recent scheduled events
- Case assignments
- Workflows
- Financials
Configurable Parties View

The View column will define the current status of the document:

- Document is attached and can be viewed.
- Document can be emailed to another user.
- Document is waiting to be scanned.

Configurable Documents View

The View column will define the current status of the document:
Configurable Document Review Screen

The Document Review screen allows documents to be viewed, stamped, annotated, or redacted as needed. The Documents Panel (1) can be used to switch which document is displayed in the Document View (3). The Document View toolbar (2) allows you to print, control the zoom, etc. The Panel tabs (4) can be used to Stamp & sign a document, Annotate a document, Redact, etc. as displayed in Managing Your Workspace – Documents.

Document Review screen

The Document View toolbar contains the following options:

- Show / Hide – toggles the visibility of the Documents Panel. Option will not be available if a single document is being displayed.
- Print - prints the selected document.
- Email - the default email editor opens and copies a link to the document into the body of the email.
- Open as PDF - opens the document in a separate window.
- Zoom In - zoom into the document, increasing the display.
- Zoom Out option - zoom out the document, decreasing the display.
- Zoom to Fit Height - automatically fits the height (top to bottom) of the page.
- Zoom to Fit Width - automatically fits the width (left to right) of the page.
- Previous Page - displays the previous page.
- Jump to Page – is a drop-down that allows you to navigate directly to a specific page number.
- Next Page - displays the next page.

Panel Tabs

The Panel tabs are located on the right side of the screen and allow you to access tools.

Annotation Panel

The Annotations panel will allow you to manually highlight parts of the document and add notes.
Stamps & Signatures Panel

The Stamps & Signatures panel will display all document stamps (e.g. Case Number, Court Seal, eFiled, etc.) that can be added and placed in the document.
Document Search Panel

The Document Search panel allows you to perform a full text search of either the displayed document, or all documents listed in the Documents Panel.

Note: This is only true for PDF documents that have OCR (Optical Character Recognition) or are saved as searchable PDF’s before they are added.

Document Search panel tab.
Redaction Panel
The Redaction panel will allow you to manually highlight parts of the document and redact it.

Redaction panel tab option

Stamping and Reviewing a Document
A document can have stamps applied using the Document Reviewer screen. From the Document Reviewer screen, you can switch to the Panels tab to access the available stamps. Stamp availability will be determined by the system and user configuration. The system can be configured to display stamps that will be available for all users (e.g. Date, Court Seal, Received, or Text). User accounts can be configured to display stamps specific to them, such as a user's signature.

Multiple stamps can be applied in any order or amount before clicking the "Apply Stamps" option to permanently fix the stamps to the document. You can even add stamps across multiple pages and permanently fix them all to the document using the same option. However, if another document is selected before applying the stamps, the changes will not be saved and the stamps will have to be added again.
Adding an E-Filed Stamp

1. From the Stamps panel, click the E-Filed option.
2. Click in the document to add the stamp. Once the stamp is placed, click and drag to position or use the corner handles to resize.

Adding a Case Number Stamp

1. From the Stamps panel, click the Case Number option.
2. Click in the document to add the stamp. Once the stamp is placed, click and drag to position or use the corner handles to resize. If the Case Number is blank, then it hasn't been generated yet.
Adding a Court Seal Stamp

1. From the Stamps panel, click the Court Seal option.
2. Click in the document to add the stamp.
   Once the stamp is placed, click and drag to position or use the corner handles to resize.

![Court Seal Stamp option]

Adding a Date Stamp

1. From the Stamps panel, click the Date option.
2. Click in the document to add the stamp.
   The date stamp will automatically match the date on the E-filed stamp.
   Once the stamp is placed, click and drag to position, or use the corner handles to resize.
Adding a Text Stamp

1. From the Stamps panel, click the Text option.
2. Click in the document to add the stamp.
   The input text window will appear.

   Text Stamp option

3. In the Text Input window, enter the text that will be displayed.
4. Click the OK option.
   The input text window will close and the text field will display the inputted text.
   Once the stamp is placed, click and drag to position, or use the corner handles to resize.

   Text Input window.
Adding a Signature with the Topaz Signature Pad Device

Requires Topaz Signature Pad Device model T-5460-HSB-R attached with the software installed.

1. Click the Topaz Signature option.
2. Click on the document where you want the signature to appear. The signature pop-up will appear.
3. Use the Topaz Signature Pad to enter your signature.
4. Click the Done option. To close the signature pop-up.

Permanently Applying Stamps

1. Click the Apply Stamps option located at the bottom of the Stamps panel. This will complete the process and permanently fix the stamps on the document.
Register of Actions View

The Register of Actions is a listing of all selected case actions. It is configurable and can be displayed in at least two ways: (1) date order (chronological or reverse chronological) and by categories, and (2) a description view for select categories in date order. You can sort by certain columns and view documents by clicking on the document icon.

**Register of Actions by date order or category**

---

**Descriptive Register of Actions**

---
Configurable Case Header

The header will usually display the Case Number used by other agencies, Case Number, Case Name, Case Type, Location & Judge, Filing Date, Age of the Case, the Next Event, Last Event, etc. The right corner can also be configured to display Case and Person Alerts and Widgets.

Example Case Header

Configurable Case / Person Alerts

- **INT** Needs Interpreter
- **B** Bail
- **BW** Bench Warrant
- **NSF** NSF check
- **Fees Due** Fines and fees that need to be paid on the case
- **TRO** Temporary Restraining Order
- **G** Gang Member
- **ST** Special Treatment
- **UR** Unruly
- **C** Custody
- **A/V** Audio / Video Equipment
- **ALS** Assistive Listening System
- **BR** Bailiff Requested
- **CART** Communication Access Realtime Translation
- **TDD** Telecommunications Device for the Deaf

Configurable Widgets

- **Case Notes** - allow you to view, add, and modify all case notes.
- **Watched** - marks the case as a favorite or as a "watched" case and includes it on the Watches tab of the Cases gadget.
- **Time Standards** - displays a pop-up panel with a list of any configured deadlines or timers for certain tasks and items.
- **Email** – allows you to email the case information.
- **Case Joinders** - displays a pop-up panel with a list of joined cases. Case can be joined as displayed in the Joinders section.
Configurable Case Navigation

The configurable Case Navigation tabs and subtabs allow you to switch between different case views. A subtab can be configured to group multiple case views for easier access (i.e. the Parties submenu will allow you to add a party or attorney or view first appearance or dispose summary, etc.). Typical case views include:

- Summary
- Register of Actions
- Sub-cases
- Parties
- Documents
- Events
- Financials
- Scheduled events.

Example of Case Navigation Tabs
Calendars and Scheduling

Calendaring provides several views. The typical monthly, weekly and daily calendars and the configurable Bench/Chamber view. The Outlook-style calendar is for a limited number of judges. The calendars can color code holidays, court business, trial, personal (vacation), etc.

Monthly Calendar

![Monthly Calendar Image]

**Navigation**
- Click on any calendar day to access the Daily Calendar.
- Switch between months using the arrows in the top left corner.
- Click the current month and year option to find a specific day.
- Click the This Month option to go to the current month.
- Switch between Monthly, Weekly, and Daily calendar views using the options in the top right corner.

**Number of Events toggle**
- AM PM: Displays the number of scheduled events separated in a.m. and p.m. slots or as one combined total.
- Reserved: Displays the reserved events that are tentatively scheduled. Reserved events appear in the third column.
- Weekends: Displays Saturday and Sunday columns.
Overview of Daily Time Slots, if used

(See Calendar Guide for Screens and Processes)

**Number of events drop-down list**

(Bottom left dropdown of Monthly Calendar to select event status for each day)

- Show Slot Max: Display the maximum number of events that can be scheduled.
- Show Number Available: Display how many event slots are available.
- Show Slot % Used: Display the percentage of event slots utilized.
- Show Slot % Available: Display the percentage of event slots still available.

**Duration Drop-down list**

- Show Slot Duration Max: Display the maximum number of time scheduled.
- Show Duration Available: Displays how much time is available.
- Show Slot Duration % Used: Display the percentage of time slots utilized.
- Show Slot Duration % Available: Display the percentage of time slots still available.

**Time Slots Color Code**

Each time slot percentage is color coded in relation to its level. The levels are:

- Under 25%
- Over 25% and under 50%
- Over 50% and under 75%
- Over 75% and under 100%
- Over 100%

**Holidays, Court Business, Trials and Off-Time Color Code**

- Holiday
- Court Business
- Trial
- Heavy motions
- Light motions
- Personal
Weekly Calendar

The Weekly Calendar view starts collapsed with the current day highlighted in yellow, but can be expanded to display individual events which can be grouped and sorted by time of day, location, or judge.

Navigation:

- Click on a group to expand the event list
  - Click on a time slot’s judge or location name to view their events.
  - Click on an event time to alter the start time of the event.
  - Click a case number to open the Case Summary View.
- Switch between weeks using the arrows in the top left corner.
- Click the current month and year option to find a specific week.
- Click the This Week option to go to the current week.
- Switch between Monthly, Weekly, and Daily calendar views using the options in the top right corner.
- To edit an event select it first to display the Scheduled Event Toolbar (0).
Daily Calendar

The Daily Calendar view starts collapsed, but can be expanded to display individual events which can be grouped and sorted by time of day, location, or judge.

Navigation:

- Click on a group to expand the event list.
  - Click on a time slot’s judge or location name to view their events.
  - Click on an event time to alter the start time of the event.
  - Click a case number to open the Case Summary View.
- Switch between days using the arrows in the top left corner.
- Click the current day option to find a specific day.
- Click the Bench View option to go to the Bench View screen.
- Switch between Monthly, Weekly, and Daily calendar views using the options in the top right corner.
- To edit an event select it first to display the Scheduled Event Toolbar.
Bench/Chamber Calendar

The Bench/Chamber View is similar to the Daily Calendar and enables you to view event, case, and document information, organize the events in order, group, ungroup, or filter events, add private notes, and enter worksheet fields.

This view also provides access to the tools needed to prepare for upcoming events. Bench View sections:

- Left Navigation
- Docket Filtering Fields
- Right Navigation
- Date Calculator Option
- Docket Events Grid
Outlook-Style Calendar

The left navigation menu is primarily used to select the judge or group of judges and the location to be listed in the calendar. The type of events can be color coded. Pre-configured time slots are not required but can be used. The Monthly Calendar allows you to view multiple calendars side by side, schedule and color code events, and toggle between calendars.
Schedule Event from the Case View

To schedule an event, start from the Case View screen and choose Add Event from the Event drop-down list to display the Add Event screen. Only complete the Event Information only if you don’t use Time Slots. If you do, the Calendar Assistant section will provide available dates.

5. Enter the code or choose one from the required Code / Name field.

6. Set the Department / Location to filter the Calendar Assistant panel. If the field is left empty the Calendar Assistant panel will display all available slots regardless of location.

7. Select an available slot from the Calendar Assistant panel.

8. Click Save and Back to complete the process.
Quick Reschedule Event from the Calendar

1. Select one or multiple events and click the Reschedule option, located in the Schedule Event toolbar.

2. Fill out the following fields:
   - Days Out: The number of days ahead the event will be rescheduled. The dropdown can reschedule an event within a few days while the calendar icon can reschedule an event far in advance.
   - From: Enter the duration of the event or the number of minutes.
   - Result Date: The date the event was heard.
   - Type (Optional): Select a reason why the event is being rescheduled.
   - Reason (Optional): Explain why the event is being rescheduled.
   - More Options: See Bulk Reschedule section.
   - Calendar Assist area: will display a list of available dates, times, assigned judges, and location.

3. Click the Change Time option to only change the time of the event.

4. Click the Reschedule Now option to cancel the event on the day it was scheduled and reschedule it for another day.
Notes and Notes Library

eCourt enables users to create “Notes Library” of reference material that can be used, for example, in case notes, minutes, other documents, etc. You can copy case Notes into your library for future use. The library has a personalized index with a Search. You build your Library by Category, Subcategory, and Title. It can be accessed from the left Navigation menu.

To search for a Note, enter a portion of the title or content into the field (1) or use the drop-down list to specifically filter by category, subcategory, title, etc. To create a new Note, click on the Add New button (2) to open a blank Add / Edit Note pop-up. To view / modify an already existing note, click on the Title of the Note (5) to display the Add / Edit Note pop-up. Delete a Note by clicking on the ✗ in the far right column. Switch between My Notes tab (3) which displays note you have created and the Shared with Me tab (4) which displays note others have shared with you.

Notes Library Index

![Notes Library Index](image-url)
Creating Notes in the Notes Library

To create a new Note, click on the Add New button which displays the Add / Edit Note pop-up where you can assign a Note Title, required Category, optional Subcategory, specify those who the note is shared with using Note Security, and using the Note Editor enter the content and formatting with different font properties (e.g. bold and underlined), paragraph styles (e.g. centered and bulleted), images, links, etc.

The system will remember the Category and Subcategory that were previously used as you begin to type, and if they don’t exist, the system will add them after the note has been saved.
Creating Notes on Cases or Case Component

Notes can be attached to the case or any component of the case, for example, a party, event, document, etc., where the Note option is available. When clicked, the Notes pop-up, allows searching, adding, editing and viewing of notes and responses. Indicates a note does not exist, click to add. Indicates that one or more notes are attached, click to view.

To create a new Note, click on the Add New button which displays the Add / Edit Note pop-up where you can use the Note Editor to enter the content and formatting with different font properties (e.g. bold and underlined), paragraph styles (e.g. centered and bulleted), images, links, etc. Add Tags that can be used to filter or search for the note, set the Task Status for reminders, specify those who the note is shared with using Note Security, or use the Note Toolbar to save the note, choose an existing note from the Notes Library, or save the note to the Notes Library for later use.
Using Note Links

In the Edit Note screen, you can use the Help option to display character link options. When a character is used the system will display appropriate item options. Selecting an item will create a link to the object.

* - displays a link to the Case view screen.
&amp; - displays a link to the Document Viewer screen.
@ - displays the selected party's name. *Does not create a link.*
~ - displays a link to the selected event.

*Screen 1*: Note Link pop-up.
**Adding a Checklist**

In the Edit Note screen, you can use the **Checklist** option to add check boxes and create a to-do list in the note. Additional checkboxes can be added by using the Tab on the keyboard. Clicking on the checkbox will mark it as complete and cross out the item. Clicking the **Delete** option will remove the item from the checklist.

![Screen 2: Add Checklist option.](image)

**Adding a Note from the Notes Library**

The Notes Library option provides access to the saved notes in your Library. Categories can be expanded and the Title of the note can be selected and the contents of the note will be copied to the Notes Editor.

![Notes Library option](image)
Note Responses

Once a note is created, you have the ability to respond to that note. By hovering over the right side of a note the Respond option will be displayed. When clicked the Response panel will be displayed allowing you to add additional information and/or set the security of the response note. Response Notes will appear as an attached item indented on the note itself. A Note Response can be deleted by moving the cursor, to the left side of the note response, a Delete option will be displayed.
Note Word Search and Summary

When there are multiple notes on an item, the Search panel can be used to search or filter notes based on text, color, tags, when it was created, etc. When an item from the search panel is selected the notes displayed below will automatically filter and display based on the criteria. Once the text has been entered into the field, either press Enter on the keyboard, or click the ▶️ Search option to display the results.

If the field is empty, then all notes will be displayed. Any criteria items that have been added to the search field and will stay active until removed manually or the notes are closed and then reopened.
Searches

Historically, courts have created structured reports for their internal and external communications. eCourt eliminates some of this dependency on reports, especially for internal analysis with much more flexible searches that are easy to create and use.

We have provided the following Civil/Family Law Case Search screens – case and person. The search screens are configurable. In addition, you can save and schedule Searches to run.

See Managing Your Workspace – Search Options for some other searches – Mass Actions, Exporting Searches, Search Archiving, Dynamic Group By Search, Union Searches, Saved Searches and Scheduling Searches.

- Searches have both fields and search options for each field. To see the options, press the More Options button.
- The checkbox to the right of dropdown menus allows you to select multiple items from that dropdown menu.
- The “Add Criteria” selection shows additional criteria that have been configured for the search but are hidden until selected.
- There are also options to Schedule or Save a search, as well as a button to retrieve the scheduled and saved searches.
More Options

The following screen allows you to configure the search for each field, including nulls, exclusions, etc.
### Search Results, including Drilldowns

The basic search results can be sorted by ascending / descending order by clicking in the column headers.

**Drilldowns** are a subsequent configurable search to provide more in-depth information. For example, here we’ve configured the drilldown to show the parties in each case.

<table>
<thead>
<tr>
<th>Case Number</th>
<th>Case Name</th>
<th>Type</th>
<th>Filed</th>
<th>Disposed</th>
<th>Disposition</th>
<th>Status</th>
<th>Party Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>10CC000569</td>
<td>Wilson, Scott David</td>
<td>DU</td>
<td>10/18/2010</td>
<td></td>
<td></td>
<td>Closed</td>
<td>Witness</td>
</tr>
<tr>
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<td>Wilson, Scott David</td>
<td>DU</td>
<td>10/18/2010</td>
<td></td>
<td></td>
<td>Closed</td>
<td>Defendant</td>
</tr>
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<td>Wilson, Scott David</td>
<td>DU</td>
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<td></td>
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<td>Victim</td>
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<td>10/18/2010</td>
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<td></td>
<td>Open</td>
<td>Witness</td>
</tr>
<tr>
<td>10CC000560</td>
<td>Wilson, Scott</td>
<td>OT</td>
<td>10/18/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Victim</td>
</tr>
<tr>
<td>10CC000560</td>
<td>Wilson, Scott</td>
<td>OT</td>
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<td></td>
<td></td>
<td>Open</td>
<td>Defendant</td>
</tr>
<tr>
<td>10-00014</td>
<td>Duncan, Walter Lawrence JR</td>
<td>DU</td>
<td>11/29/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Defendant</td>
</tr>
<tr>
<td>10-00014</td>
<td>Duncan, Walter Lawrence JR</td>
<td>DU</td>
<td>11/29/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Victim</td>
</tr>
<tr>
<td>10-00014</td>
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<td>11/29/2010</td>
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<td>Open</td>
<td>Witness</td>
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<td>Open</td>
<td>Victim</td>
</tr>
<tr>
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<td>Burkowsky, Ellen Jean</td>
<td>OT</td>
<td>11/29/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Defendant</td>
</tr>
<tr>
<td>10-00003</td>
<td>Burkowsky, Ellen Jean</td>
<td>OT</td>
<td>11/29/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Witness</td>
</tr>
<tr>
<td>10-00006</td>
<td>Skinner, Baldwin</td>
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<td>11/30/2010</td>
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</tr>
<tr>
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<td>DV</td>
<td>11/30/2010</td>
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</tr>
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</tr>
<tr>
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<td>Souter, Elvin</td>
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<td>Defendant</td>
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<tr>
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<td>12/08/2010</td>
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<td>Duncan, Walter Lawrence JR</td>
<td>OT</td>
<td>07/02/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Defendant</td>
</tr>
<tr>
<td>10-00099</td>
<td>Duncan, Walter Lawrence JR</td>
<td>OC</td>
<td>11/20/2010</td>
<td></td>
<td></td>
<td>Open</td>
<td>Defendant</td>
</tr>
</tbody>
</table>

**City of Arvada, Colorado**

**JTI response to RFP-18-Court Mgmt - CMS**
**Joinders and Person Identifiers**

Cases can be related by the (i) system generated Person Identifiers or (ii) user created Joinders to facilitate the processing of case information. The cases are not consolidated into one case but are linked together. New cases can be added to existing Joinders. A Joinder enables you to “automatically” add documents, schedule events, etc. for each of the joined cases. However, you can opt not to duplicate the join activity. Joinders can be created from the case initiation and the case screens and the daily and weekly calendars as displayed in the Joinder Guide.

**Person Identifiers**

Person identifiers link cases when the court decides that it is the same person or certain person criteria match, such as identifying numbers (drivers license numbers, for example.) With person identifiers, you do not have to join a cases; this is automatic. You will see the linked cases in the party and financial screens, which, for example, facilitate the collection of multiple traffic tickets.

**Configurable Joinder Types and Activities**

<table>
<thead>
<tr>
<th>Types</th>
<th>Activities for joined cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>(No joined activities)</td>
<td></td>
</tr>
<tr>
<td>• Just Related</td>
<td>• Schedule events</td>
</tr>
<tr>
<td>• Bifurcated cases</td>
<td>• Record documents</td>
</tr>
<tr>
<td>• Person</td>
<td>• Record exhibits</td>
</tr>
<tr>
<td>• Family</td>
<td>• Joint minutes</td>
</tr>
<tr>
<td></td>
<td>• Financial</td>
</tr>
<tr>
<td></td>
<td>• Notices only to primary</td>
</tr>
<tr>
<td></td>
<td>• Same judge</td>
</tr>
</tbody>
</table>

- Change address of parent, change child
- Change address of parent, not child
- Change address of child, change parent
- Change address of child, not parent
Joinder Summary

If a case has a Joinder(s), it is indicated by a Joinder icon located in the upper left of the case header. To view the details of the Joinder as illustrated below, either hover over the icon to display the Joinder pop-up or click on the icon to display the Related Cases screen. To open the case, click on the Case Name link. To edit the Joinder, click on the Joinder Name from the Related column heading to display the Edit Joinder screen. To Add a Joinder, select Relate Cases from the Case drop-down list to display the Add Related Case screen.

- Lead Case indicates the primary case.
- Current Case indicates the case that is open.

**Joinder pop-up**

![Joinder pop-up](image)

**Related Cases screen**

![Related Cases screen](image)
Managing Your Workspace

(Selected Functionality)

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DASHBOARDS ...............................................................................................59
OTHER SEARCH OPTIONS ........................................................................64
Managing Your Workspace

Navigation at Top of Screens

- **Favorites**: configurable drop-down list for quick access to your most used screens.
- **Directory**: drop-down list for the Person and Organization Directory which includes court personnel, law enforcement officers / agencies, law firms and attorneys, bail bond companies, and others who are regularly involved in the business.
- **Searches**: configurable drop-down list to displays searches.
- **Calendar**: configurable links to display the Daily, Weekly, and calendar views.
- **Print**: will display the Print Preview screen where you can change how the page will be printed.
- **Help**: provides an online help section that can be configured to your specific requirements.
- **Log Out**: immediately logs the user out of the system and returns them to the log in screen.
- **Case Search**: searches via the Case Number, Case Name, Ticket Number, Last Name of the case party, etc., which can then be used to view the Case View.
Dashboards

Managing Your Dashboards
You can have multiple Dashboards with 1 to 3 columns displaying Gadgets which can be rearranged by dragging the Gadget title bar and dropping above or below another Gadget. You can select a system theme color.

Adding or Deleting a Dashboard
- Click the Add Dashboard option and the Dashboard Name window will appear allowing you to name the dashboard and add it to the Dashboard Navigation and Dashboard Settings screen will be displayed. A dashboard cannot be renamed after it has been created. However, you can delete the dashboard and create a new one.

Adding a Dashboard
By default, eCourt will automatically have one system Dashboard (named Dashboard) that cannot be removed or renamed. However, the gadgets on the system dashboard can still be completely customized and rearranged.

- Click the Delete Dashboard option and the Dashboard and all of its Gadgets will be deleted.

Configuring a Dashboard Layout
To configure the dashboard layout, click the Dashboard Settings option, and switch to the Preferences tab. Using the Dashboard Settings, the following configuration options are available:
- Dashboard Layout - will allow you to choose how many columns (e.g. 1 Column, 2 Columns, or 3 Columns) will be displayed allowing gadgets to be organized.
- Week Starts On - will allow you to choose the first displayed day (e.g. Sunday, Monday, or Saturday) if a Calendar gadget is added to the dashboard screen.
- Theme - will allow you to choose the system color.

Click on the Dashboard Settings option, make sure the Dashboard tab is selected and click the Add or delete Gadget option. In addition, you can delete Gadgets from each Dashboard.
Dashboard Settings
Configurable Dashboard Gadgets

Gadgets that can be configured will display a Configure Gadget option located in the upper-right corner of the panel. Each gadget can have unique configurations, so if a Gadget is added 2 or 3 times each configuration can be different and separate from the others. For example, two Gadgets with different saved searches.

Cases Gadget

The Cases gadget can be configured to display recent cases, watched cases, assigned cases, upcoming events, recent activity, or open tasks on cases that you’ve been working with or are assigned to.

<table>
<thead>
<tr>
<th>Cases Gadget Configuration</th>
</tr>
</thead>
</table>

Tabs - choose which tabs will be displayed. If only one tab has been chosen, the tab bar will be hidden.

Cases Tab

Columns - allows you to choose which columns will be hidden or shown.

Column Length - will allow you to decide how many characters are displayed before the field displays ellipsis (...).
Assignments Gadget

Assignments Gadget Configuration

Summary of work assigned to me - filters the list to display only items that are specifically assigned to me.

Summary of all work queues that I participate in - display all work queues and assignments that I am responsible for. If I am a manager I will see work assigned to others that I manage.

Saved Search Results Gadget

Saved Search Results Gadget Configuration

Select Saved Search - choose the saved search that the results will be display from.
Calendar Gadget

The Calendar gadget can be configured to display between (1) one and (10) ten weeks based on locale with an option to display weekends. It will display holidays, dark times, and the total number of event for a given day.

The Calendar gadget can be configured using the following options:

### Calendar Gadget Configuration

- **Number of Weeks** - display from 1 to 10 weeks at a time.
- **Department** - filter the events based on location.
- **Time Format**:
  - Day - will display the event total as one number.
  - AM PM - will display the event as two groups (one for AM and one for PM).

### AM PM Option

- **Start Time** - will display first event start date for the day.

### Start Time Option

- **Time Restriction**:
  - AM - displays only AM events.
  - PM - displays only PM events.
- **Weekends** - choose whether to display weekends on the calendar.
Other Search Options

- Some objects (such as Cases) allow the use of the Mass Actions, such as Mass Update or Mass Folder View, allowing you to perform an action on the selected results. For example, you can add a judge to multiple cases.

Search results with rows selected and mass actions dropdown open.
- Search results with mass actions available will have checkboxes on the left side of each row, as well as a select/deselect all checkbox at the top and bottom.
- When you have rows selected, the Mass Actions options dropdown will appear, and from there you can select an action to perform on all the selected rows.

- Exporting Searches have the capability to export the results of the searches to a file, such as a PDF, to your local machine.

Search results with Excel exporting dropdown open.
- The export buttons at the bottom center of the search results.
- They allow you to export either the current page or the full results, or the current page along with any drilldowns that are open.
- The supported file formats are Excel, XML, CSV, PDF, and RTF.
Search Archiving

Archive popup.
- Archiving a search will save the full results in a file to the database rather than your local machine.
- These archives can be found in the My Archived Searches tab of the My Searches page.

- Dynamic Group By Search allows you to break down the search results into separate groups for a specific criteria, showing the count for each group. Clicking the expand plus sign will then show the results for that specific group.

Example: Group By search for Category, showing the results for the “Person” group.

- Union Searches allows you to view multiple sets of search results using the same criteria using a tabbed display mode.
Union search result showing a tab for the original search and one for the union search.
- Union searches will perform the search with the input criteria on the original search as well as each configured union search.
- The original search and any additional union search will have a corresponding tab in the results.
- Results across different union searches cannot be selected together for Mass Actions.
- A search can have up to 3 union searches.

- Searches can be saved so you can run the search with the same criteria at a later date.

Saving a search.
- Clicking the save button will show the name dialog to save your search. Clicking save again will save the search.
- Get Saved will take you to the My Searches page, a list of all saved and archived searches, which displays each search's saved parameters in an expandable tree view.

My Searches Page
• Searches also allow you to schedule searches with specified criteria so that they run and save an archive to the database at specified times.

Schedule search page, with scheduling options.
- Schedule Search takes you to the scheduling screen, which shows the same criteria and additional options view (except the group-by option).
- The scheduling options allow you to determine when the search should be run (for example, every Friday at 9pm) and archived with the inputted criteria.
- There is also the ability to add a description to the archives, as well as a selection of archiving formats (Excel, PDF, RTF, CSV, and XML).
- To view archived searches, use the My Archived Searches tab of the My Searches screen, which will show each schedule and their associated archives.
- To schedule searches, you must configure the appropriate rules in workflow.
Experience, References and Key Personnel

To illustrate our configurability and flexibility to serve all justice agencies, we have listed some of our clients in governmental agencies: eCourt is for courts and agencies, eProbation for probation departments and eProsecutor/eDefender for prosecutor, attorney general and public defender offices with all sharing the same system architecture, just different configurations.

eCourt was first installed in the Washington, D.C. Office of Administrative Hearings in 2009 and in the Saskatchewan Court of Appeal in 2010. Earlier versions were first installed in the mid-1980s.

eCourt has been installed by the Los Angeles Superior Court since early 2014 and now serves over 1,000 users in many locations. It is also used by several other Superior Courts in California, and it is being installed by the Riverside Superior Court and the Ventura Superior Court, both in Southern California.

Las Vegas, Austin (Texas), King County (Seattle) courts and the Government of South Australia courts are installing eCourt.

King County (Seattle) Probation Department, Milwaukee County Pretrial, Marietta Municipal Court, Georgia and the San Luis Obispo County Probation – accounting, including collections and distribution of restitution use our eProbation module. We are also installing eProbation for Bellevue, Washington, Salt Lake City, Utah and others.

eCourt, with the eCourtPublic eFiling portal, has provided the Saskatchewan Court of Appeal with the first complete, province-wide, end-to-end eFiling, eSearching and ePayments solution in Canada since 2011. Prosecutors and the public can file cases and documents electronically, pay filing fees, and view their cases all online. The Saskatchewan Sheriff’s Department, with nine provincial offices, centrally manages asset seizures with eCourtPublic to satisfy civil judgments from the Court of Queen’s Bench. The Alberta Court of Appeal, Canada is using eCourt. Additionally, eCourt is multilingual.

We are implementing eProsecutor for the Salt Lake City, Utah District Attorney, Salt Lake City Prosecutor and Monroe County (New York) District Attorney, as well as the Maryland, Montana and Texas Attorney Generals and Fresno and Butte County. The San Francisco District Attorney has selected eProsecutor. eProsecutor is used by the Prosecutor’s Office in Gilbert, Arizona where the system provides access to discovery, victim/witness services, investigations, probation and an automated plea generation system.

eDefender is used by the Santa Barbara, Orange County with 480 users and the Kootenai, Idaho Public Defender. We are providing eDefender for the Cook County (Chicago) Public Defender with 750 users. The Connecticut Office of the Public Defender uses an earlier version of our eDefender system for its 450 users. That project is now expanding to include the Division of Criminal Justice consisting of the Office of Chief State’s Attorney and the State’s Attorney for 550 users in the 13 Judicial Districts. We are also installing eDefender for the Statewide Oregon Public Defenders, the Maryland Public Defenders and in Humboldt County, California.
References

[x] Check here if Firm’s standard reference sheet is attached, otherwise, use the space below.

Name: Gwinnett Recorder’s Courts, GA Contact Person: Jeff West

Address: 115 Stone Mountain Street, Lawrenceville, GA 30045

Telephone No: (770)619-6115 Email: jeff.west@gwinnettcounty.com

Describe type of work/service performed or items supplied:
Gwinnett Recorder’s Court processes more than 140,000 cases each year, with over 50 users. Our eCourt software has allowed the court to streamline all operations for its heavy load of traffic, minor offense and parking cases. eCourt was configured to meet the Court's traffic, non-traffic, and parking business processes and other requirements for the Court and the Solicitor. Project included all screen and workflow design, documents, searches and reports, accounting; courtroom processes; interfaces with Georgia State Patrol, Gwinnett County Police Department, Sentinel Probation, and nCourt; and data conversion from the legacy system. Since go-live Gwinnett Recorder’s Court has continued to add new features as they determine new processes that can be automated.

Name: Marietta Municipal Court, GA Contact Person: Pam Allen

Address: 240 Lemon Street Marietta, GA 30060

Telephone No: (770) 794-5407 Email: pallen@mariettaga.gov

Describe type of work/service performed or items supplied:
eCourt went live for the Marietta Municipal Court in 2015 and has been configured to process their daily handling of traffic, non-traffic and parking processes. Marietta has 25 staff members and handles over 16,000 cases annually. Configurations included workflow design, customized documents, reporting and searches. The system is used by the Court, the probation department, and the solicitor. The project consisted of multiple interfaces, specifically with the Georgia State Patrol, city accounting system, and nCourt; along with data conversion from their legacy system. As part of the probation intake process, Marietta probation captures the portrait/mugshot of all new probationers using a webcam connected to eProbation. This image is then displayed every time access the client’s record through the application.

Name: City of Spokane Municipal Court, Prosecutor, Public Defender and Probation Contact Person: Howard Delaney

Address: 1100 West Mallon Avenue Spokane, WA 99260

Telephone No: (509) 625-4450 Email: hdelaney@spokanecity.org

Describe type of work/service performed or items supplied:
The City has decided to upgrade all departments to eProsecutor, eDefender, eProbation and eCourt. This project is underway and are planning on single go-live for December 2018. The City of Spokane Prosecutors, Probation, and Public Defender have been Journal Technologies customers since March 2009, the Municipal Court went live in 2013. The City Prosecutor and Probation use our technology to share certain data elements and discovery. Spokane City is a paperless environment; approximately forty business rules automate the Court’s repetitive tasks like validation and event creation.

Name: Denver City Attorney Contact Person: Linds Loflin Pettit

Address: 201 West Colfax Dept 1207, Denver, CO 80202

Telephone No: (702) 913-4979 Email: linda.loflinpettit@denvergov.org

Describe type of work/service performed or items supplied:
Denver City Attorney uses JustWare, an earlier version of eProsecutor, to manage their cases and documents. Utilizing our document management tools and electronic signatures, they have significantly improved efficiencies throughout the office and are moving toward a paperless environment. They utilize a public portal to support electronic discovery and online payments and utilize our APIs to exchange case information with Denver Police Department and local courts.
Key Personnel

Journal Technologies has about 220 professional employees and full-time independent contractors. Our Englewood, Colorado-based team will configure the system with your team. These are the Key Personnel for this project. See the following resumes.
Amy Watrous

Experience Summary
Software Implementations, Product Configuration, Interface Deployments, Training and Documentation Delivery experience.

Employment History

<table>
<thead>
<tr>
<th>Journal Technologies</th>
<th>1999-Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Consultant</td>
<td></td>
</tr>
<tr>
<td>• Business Analyst tasks including gathering and documenting functional requirements and interface specifications; conducting requirements gathering meetings; working with developers to ensure proposed solutions meet requirements; performing data mapping; overseeing user acceptance testing; preparing gap analysis documentation; and quality assurance testing to include test plan creation, test case development, and test script development.</td>
<td></td>
</tr>
<tr>
<td>• Configuration, implementation and maintenance of case management system application including the following tasks: enforcing business rules, defining error messages, security modeling, setting up data relationships and views; and building and deploying filters.</td>
<td></td>
</tr>
<tr>
<td>• Primary consultant for interface definition activities to define layouts and business rules required to move data to and from the case management system to third-party systems. Responsible for conducting requirements discussions with court and justice partner representatives and documenting functional specifications and technical implementation reference materials. Coordinate testing efforts for interface projects, including creation of test cases to ensure development meets the requirements as defined. Support court and justice partner testing of implemented solutions.</td>
<td></td>
</tr>
<tr>
<td>• Lead in data conversion activities to move clients from legacy systems, including review of data and code mapping documents. Assist clients in defining how data is tracked in the case management system and how legacy data should be mapped. Perform data review and data cleansing tasks.</td>
<td></td>
</tr>
<tr>
<td>• Go-live and post implementation support duties, including training court users and assisting during go live weeks. Also responsible for production support including troubleshooting issues reported by clients and working to help resolve.</td>
<td></td>
</tr>
</tbody>
</table>

Previous Employment History

| BAI (Bank Administration Institute) |
| November 1997 – August 1999 |
| Chicago, IL |
| • Conference Coordinator |
| • Responsible for logistical arrangements for senior level bankers speaking at over 50 conferences and seminars a year. Duties included production of conference materials, coordination of shipping and managing on-site activities, including supervision of registration procedures and interaction with hotel and convention staff. Position also allowed for assisting in the site selection and development of conference and program agendas. Responsible for editing marketing materials and developing correspondence in the course of conference preparation. Ultimately responsible for all speaker arrangements from agenda development to the conclusion of the conference presentation. |

DDB Needham

| February – October 1997 |
| Chicago, IL |
| • Position in the creative department of a large advertising firm |
| • Administrative duties supporting up to 25 creatives. Responsibilities included scheduling |
meetings, making travel arrangements and compiling expense reports. Duties also included special projects, including Internet research, as assigned.

Office of Conference Planning – Northwestern University  
February 1995 – February 1997  
Evanston, IL  

- Program Assistant
  - Scheduling, organizing and supervising the preparation and execution of summer conference meeting room space, food service and housing for the University for a total billing of in excess of two million per year. The position also involved the supervision of a summer staff, as well as indirect supervision of the catering, food service and housekeeping departments. Regular communication with professors, coaches and outside contacts holding programs on campus was required in the planning stages, as well as in on-site conference troubleshooting, including 24 hour on-call duty. As of 1995, this department was reorganized as a staff of two, and the position included establishing policies and procedures for its operation. Absorbed all duties of the office as of November 1996, when the coordinator left the University.

Education and Training

B.S. Journalism, Northwestern University
Brenda Byrne

Employment History

Journal Technologies, Inc. 2001 – Present
Manager of Consulting Services
Software Design, Implementation, Configuration, and Maintenance of application running in a client-server environment, using a Pervasive Btrieve database and a VB front-end; application configuration to include enforcing business rules, error messages, security modeling, and financial, calendar and archive functionality; determine system attributes, design relationships, and application views; create database filters; design queries; implementation, integration and testing of system enhancements and interfaces with external applications; design SQL queries for development of management, performance, and statistical reports using Crystal Reports and Jasper iReport; integrate and configure reports eCourt; design, develop and configure eCourt documents and forms; provide production support

Project Management and Management of Consulting; responsible for managing and prioritizing staff and project team assignments; design, establish, and maintain organizational structure; coordinate tasks across multiple projects and workgroups; engage in project management delivery using Microsoft Project and Project Server for project tracking, forecasting, budgeting, and billing; utilize technical knowledge and experience to ensure standard software practices and processes are developed, implemented, and adhered to; participate in change control board; provide leadership to consultant and project management staff; consult with clients to provide complex system solutions and strategies; recruit, train, supervise, and evaluate consulting and project staff; maintain budget; prepare management and Board reports; develop Statements of Work and Service Level Agreements; negotiate contracts with clients and sub-contractors; manage client expectations and deliverables; identify areas for process improvements and perform business process re-engineering; consult with clients and project sponsors; conduct sales presentations; market software product at industry trade shows

Business Analyst for database application; gather and document functional requirements and interface specifications; conduct facilitated requirement’s gathering meetings; collaborate with development teams to ensure proposed solutions meet requirements; perform data mapping; ensure integrity of converted data from legacy systems; oversee user acceptance testing; prepare gap analysis documentation; quality assurance testing to include test plan creation, test case development, and test script development;

Develop Training Program and Training Manuals for Crystal Reports and Court Form training courses and product configuration, system administration, and end-user classes; deliver training classes to system administrators and end-users

Organizational Change Management to include business process reengineering; analyze current court procedures to improve workflows and business processes; redesign and implement new processes to meet requirements of Case Management System; assist Courts in reducing costs and improving Case Management efficiencies.

Interlink Group, Incorporated 2000 - 2001
Senior Consultant

City of Arvada, Colorado
JTI response to RFP-18-Court Mgmt - CMS
Software Product Development, Customization, and Configuration using SQL Server database, running on VB, JavaScript, and XML front-end; performed data modeling and database normalization; creation and modification of database tables and XML and XSL documents; wrote SQL queries; created user views based on security model; performed system testing and debugging of application; configuration of simple business rules and error messages

Performed business requirements analysis by identifying functional requirements, product extensions, and system interfaces for development of a database application; conducted facilitated sessions with end users, management, and sponsors to determine user requirements, business processes, and business practices; determined table fields, attributes, relationships, and defaults; developed configuration documentation for creation of configuration user interface

ICG Communications, Inc. 2000
Business Analyst
Performed business requirements analysis for telecommunication’s company by identifying, analyzing, and compiling user and functional requirements for development of an automated Available Switch Reporting and Network Services Capacity Planning system; conducted interviews with engineering and capacity planning individuals to determine user requirements and business processes; analysis of legacy systems and business practices

Performed business requirements modeling by development of Use Cases, UML, Rational Rose, Requisite Pro, and Visio; created detailed process flow-charts and relational diagrams

JusticeLink 1999 - 2000
Consultant/Law Firm Manager
Performed business requirements analysis and system testing for existing and future product releases by conducting on-site client interviews, facilitating requirements definition sessions, creating work-flow models, conducting needs assessment, and analysis of legacy system documentation, processes, business practices, and challenges; liaison between users and C++, COM, ASP, and JavaScript developers

Performed business requirements gathering for web based e-commerce solution for the public sector to enable electronic filing, serving, storage, and retrieval of court documents as well as providing searching, reporting, and electronic payment functionality

Designed and developed product and Internet instructional materials and manuals for use during client training sessions; plan, develop, and conduct software training programs and seminars to present essential features of products and services

Account management for law firms and courts; establish new accounts and maintain relationships with existing clients; market product at trade and industry conferences; conduct web-based and onsite training

Ernst & Young LLP 1998 - 1999
Consultant/Knowledge Manager
Performed business requirements analysis for Lotus Notes/Intranet online consultant knowledge base by conducting interviews, analyzing work processes, and assessment of infrastructure and systems; performed analysis of the telecommunications industry trends

Performed requirements gathering for development of an e-commerce solution set (legacy documentation review, value proposition and knowledge tool assessment) to enable procurement, customer self-service, bill presentment and payment, web hosting, enterprise knowledge management, on-line performance measurement, and Internet based training

Performed data migration of network architecture documents and solutions that provide a framework for sales and delivery solutions based on a Microsoft platform; created templates to support a knowledge infrastructure to promote knowledge re-use

Facilitated accelerated solution sessions to clarify goals and objectives, identify issues, and lead groups through the process to create a quality deliverable

Served as a content expert of telecommunication accounts and industry related collateral, research tools, and databases by creating a leading and best practices telecommunications community home space, a front-end tool that allows access to various repositories for identification, tracking, and sharing knowledge

Tele-Communications, Inc. 1997 – 1998
Paralegal/Litigation Manager

Performed business requirements gathering and database requirements analysis for litigation management database; managed 250 civil litigation cases and justice department investigations and discovery; conducted settlement negotiations for civil and shareholder litigation

Byrne, Kiely & White, LLP 1991 - 1997
Paralegal Manager

Freeborn & Peters 1990
Paralegal

Citicorp Diners Club 1988 - 1989
Account Representative

TECHNICAL COMPETENCIES

Rational: Rose, Requisite Pro, UML
## Education and Training

<table>
<thead>
<tr>
<th>Degree</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.B.A.</td>
<td>University of Colorado, Denver</td>
</tr>
<tr>
<td>B.S.</td>
<td>Organizational Management, University of Colorado, Boulder</td>
</tr>
<tr>
<td>CERTIFICATE</td>
<td>Denver Paralegal Institute, Denver</td>
</tr>
</tbody>
</table>
Todd Jesaitis

**Employment History**

*Energetic, dedicated and goal-oriented professional with successful experience with business modeling, requirements analysis and design principles of an iterative software development life cycle. (AGILE)*

*Ability to rapidly learn new technologies and achieve expertise in new products.*

*Attended collaborative application requirements sessions with the client’s business users and demonstrated an understanding of their objectives and goals.*

*Develop and produced project deliverables such as requirements specifications, test plans, and guides.*

*Assisted in functional testing and/or user acceptance testing as needed. Troubleshooted and analyzed client reported issues and defects.*

*Participated in internal design and review sessions to gain knowledge of technical system implementation principles and practices.*

*Supported the project management team proactively identifying and communicating issues in scope or opportunities for work.*

*Excellent record of locating and recording pertinent information, preparing documents, and assuring accuracy.*

*Outstanding verbal and written communication skills.*

**WORK EXPERIENCE**

**Consultant**
Journal Technologies - Denver, CO – 2017-11 - Present

Worked independently or in a team structure to support the implementation and enhancement of software products for new and existing clients. Supported the project team to ensure that technology solutions completely and accurately resolve the needs and objectives of the business. Identifying and documenting business requirements and verifying quality assurance of the delivered product.

**Business Analyst**
Stone River - Denver, CO - 2013-07 - Present

Worked independently or in a team structure to support the implementation and enhancement of software products for new and existing clients. Supported the project team to ensure that technology solutions completely and accurately resolve the needs and objectives of the business. Identifying and documenting business requirements and verifying quality assurance of the delivered product.

**Business Analyst**
LAND TITLE GUARANTEE COMPANY - Denver, CO - 2006-07 - 2013-07

• Key player of strategic development team with responsibility for research, development, and implementation of multiple projects and initiatives. Ensure that key corporate strategies are identified, evaluated, developed, and implemented in a timely and cost-efficient manner.

**Title Plant Manager**
LAND TITLE GUARANTEE COMPANY - 2004 - 2005

Created fully indexed (geographical) title plant for ten Colorado counties containing over 5 million records. Worked closely with state governmental agencies and oversaw all transfer of data including back plant and go forward posting. Deployed, maintained and supported software for over 120 end users.

**Manager**
LAND TITLE GUARANTEE COMPANY - Denver, CO - 2002 - 2003
- Managed 5 employees for the Lender Service unit. Fulfilled work productions while maintaining internal and external company quality and standards. Prepared quarterly employee reviews along with assisting employees with training and facilitating company goals. Oversaw an additional 10 employees and assisted with other department's work flow and administration quotas. Served on a committee to streamline the title process.

**Examiner**  
LAND TITLE GUARANTEE COMPANY - 1994 - 2002

- Examine title commitments and policies for lender accounts such as First Bank, Omni Bank, CTX Mortgage, and Norwest Financial ensuring the accuracy of chain of title and outstanding encumbrances. Familiar with all aspects of titles including legal descriptions, vesting, plat maps, section land, metes and bounds, judgments, bankruptcy, federal and state tax liens and probate or conservator scenarios. Top five producer in the Lender segment.
- Work with Old Republic, Chicago, and Land Title Insurance Company underwriters for over-limit approvals.
- Prepare constant changes to title commitments and policies on all legal documents and company products. Extreme customer contact. Finalize all endorsements and indemnity requests.
- Performed error-free property searches for both residential and commercial properties.
- Communicated clearly and effectively with realtor's, attorneys, lenders, buyers and sellers to meet daily deadlines.
- Demonstrated excellent customer service skills.

**Legal Assistant**  
MORRISON & FOERSTER - New York, NY - 1989 - 1993

- Assisted international legal firm with research and documentation for clients such as Goldman Sachs, Simon & Schuster, and Time Warner, Inc.
- Traveled throughout the U.S. to research cases.
- Researched background information by using LEXIS/NEXIS and West law databases.
- Created Lotus spreadsheets and graphs after analyzing sales, volume summaries and cost projections for legal case presentations. Developed large database for legal documents.
- Prepared memorandum to summarize factual, investigative, and strategic information.
- Coordinated directly with clients under attorney supervision.

**EDUCATION**

**Post Graduate Certificate in Applied Information Technology**  
Institute - Denver, CO  
2001

**Bachelor of Arts in English**  
Marist College - Poughkeepsie, NY  
1988

**SKILLS**

Methodologies/Documenting Rational Clear Case and Rational Clear Quest, Aqua Data Studio Object Oriented Analysis and Design (OOAD), Object Oriented Programming (OOP), Unified Modeling Language (UML), Entity Relationship Diagram (ERD) Enhancement Change Requests (ECR), Baseline Change Requests, Use Case, Request for Proposal (RFP), GUIDS Documentation Snag-it, Visio Databases DB2, SQL, Relational Database Management Systems (RDBMS), IBM Unidata, Oracle SalesForce Data administrator for account and contact data.
ADDITIONAL INFORMATION

Project and Detailed Oriented: Accurate research, analysis, preparation and production of documents and information for the following projects:

- Real estate title searches and due diligence for residential and commercial properties following strict underwriting guidelines. Examined, analyzed and prepared title commitments for lender products such as 1st mortgages, refinances and second mortgages.
- Streamlining title processes, plant conversions and creation, strategic planning and product development.
- Legal documents including, motions, legal briefs and memorandums, summary judgments, and depositions.

Writing Skills/ Communication: Excellent record of locating and recording pertinent information, preparing documents, and assuring accuracy. Outstanding verbal and written communication skills. Technical writing skills including response to a request for proposal (RFP), department flow charts and software business rules.

100% internal and External Customer Satisfaction: Worked with corporate clients such as FirstBank, Bellco Credit Union, Value Check, Kimmel Corporation, and Re max Professionals. Ability to work cooperatively as a team member and to work independently on time critical assignments.
# Employment History

## Journal Technologies

### Solutions Architect
- **2005 – Present**
  - Design and Develop eCourt Case Management business rules and workflow to support Civil and Criminal Case Management configurations and interfaces. Heavy usage of XML and SQL to support development, data migration and conversion activities from legacy systems into eCourt.
  - Design and Develop SUSTAIN Justice Edition interfaces based on Microsoft C# and .NET technologies and Microsoft SQL server. Heavy usage of XML and XSLT to support development, data migration and conversion activities.
  - Project Management responsibilities to support software development and implementation requirements.

Lead Developer of development for the following interfaces:
- SUSTAIN Web Services - Building on the broad acceptance of XML, SUSTAIN Web Services (SWS) are applications that use standard transports, encodings and protocols to exchange information. The SUSTAIN Web Services enable external computer systems on any platform to communicate over the Internet with support for end-to-end security, reliable messaging, and more. The SUSTAIN Web Services expose SJE functionality in a simple to use format by wrapping the complexities of the SJE Application Interface (API).
- DA Star - The purpose of the DA Star interface is to maintain Star (the case management system for the District Attorney’s office) data from court actions pertaining to DA-Initiated and relevant Direct File cases. All case detail is updated in a bi-directional format, supporting updates from both systems.
- Courtroom Session - This interface downloads and uploads case information into Courtroom Session. A COBOL application that runs as a standalone session on a desktop computer in each courtroom, to capture courtroom events for criminal court cases, update court case management information, and produce printed Minutes/Minute Orders for immediate distribution in the courtroom.
- Jail - The outbound, SJE to Jail CMS+, interface shares arrest, booking and release information, charge information and pending court appearance dates.
- CLEWs - This is an interface that pulls warrant and probation information from SJE and exports it to external systems.

## 3t Systems

### Principal Consultant
- **2002 – 2005**
  - Direct all phases of software development and implementation lifecycle for multiple projects simultaneously, leading teams of 4 to 30+ and managing budgets of up to $3M. Liaise closely with clients throughout development and implementation process, managing client’s expectations and building strong relationships. Determine project scope, create detailed implementation plans, and coordinate team functions to ensure timely completion. Procure appropriate resources project needs. Conduct risk management and mitigation sessions in order to determine and proactively resolve any potential issues.
  - Interface with internal/client management and department heads to develop strategic business plans and deliver project progress/budget updates. Conference with management and project teams in resolving complex issues and ensuring quality deliverables. Conducted on site and virtual meetings...
with clients, conveying complex technical concepts in terms easily understood by non-technical business audiences. Build relationships with vendors in order to provide custom solutions for clients.

Logistics Manager
- Charged with managing environments for all development and subsequent client environments for Mortgage Cadence. Actively designed, implemented, and supported 50+ internal environments and environments for 10 external 3T customers. Acted as main point-of-contact for all clients, vendors, and internal management for all internal development efforts. Also provided client support personnel with systems training, support and troubleshooting.

SUSTAIN Technologies 2001 – 2002

Developer Lead
Developer lead on SUSTAIN XAP, a highly configurable n-tier application based on the Microsoft DNA Architecture. The application layer utilized Windows 2000 Advanced Server with IIS fulfilling the web server role and MTS providing the management of system transactions. The XAP engine utilized VB/COM to provide the application core functionality. The system was designed to be database agnostic with ADO used to provide database connectivity. XML was used extensively throughout the application both for configuration and transfer of data. The XAP engine performed data transformations, business rule validations, and generation of SQL by heavily utilizing XSLT on the XML based messages.

Interlink Group, Inc. 2000 – 2001

Senior Developer
- Senior contract consultant developing and implementing Microsoft based solutions using: Windows 2000 Server, Visual Basic 6.0, SQL 7.0, COM+, MSMQ, XML, and IIS. Responsible for project management of the contract and provided key client communication as well.
- Technical Team Lead for SUSTAIN Case Management System, with emphasis on Time Standards, DMV, DOJ and JBSIS interfaces.

Technical Competencies
- Microsoft: SQL Server, Project, Project Server, Visio, Access, Word, Excel, PowerPoint, .NET, C#
- Microsoft Windows XP, 7, Server 2003, Server 2008
- XML, XSL, XSD, XSLT
- Pervasive Btrieve Database

Education and Training
Bachelors of Science in Information Systems from Arizona State University
Connor Shilling

Experience Summary

Capabilities

• Design, code and maintain web applications from start to delivery that are lightweight and utilize API to connect with a variety of applications and systems.
• Skilled in: Java, Python, JavaScript, Linux/Bash, AWS, HTML, CSS, REST API, SQL (MSSQL, Oracle, MySQL), C, C++, Objective C/Swift, Spring Framework, Agile Development, Node.js, Android Development, JSwing, JavaFX, MongoDB, Jackson, Git, Groovy

Employment History

03/18 – Curr Journal Technologies, Denver, CO

Interface Developer for Integration and Conversion team.

• Documented and streamlined business processes around the interface team.
• Assisting in the technical aspects of configuring new projects and environments.
• Developed interfaces to connect eSuite products to third party vendors.
  o Macon Bibb
    ▪ CaseLoadPro
  o King County District Court
    ▪ LEA Sector
    ▪ Automated Traffic System
    ▪ AFTS
  o Austin Municipal Court
    ▪ Boot N Tow

06/17 – 12/17 Aviall Inc, Irving, TX

Contract Software Developer

• Created REST API services and java web applications following standard design patterns.
• Worked for the Enterprise Architecture team and was responsible for development, integration, debugging and end to end testing.
• Gave end of contract presentation of project to the executive board of Aviall.

11/16 – 08/17 Encompass Technologies, Fort Collins, CO

Software Developer Intern

• Responsible for feature development, testing and debugging.
• Implemented a service to maximize customer support time by creating a tool for the support team to streamline service.
• Implemented a tutorial software to enable customer onboarding and self service.

Education

BA, Colorado State University.
Bachelor's of Science, Computer Science. Two semesters on the Dean's List.
Melissa Smith

Experience Summary

An adaptable, eager, and industrious Information Technology professional with experience at two fortune 500 companies in IT. Knowledgeable in IT areas as well as business principles and processes. Strengths include self-motivation, problem-solving skills, effective communication and eagerness to improve and increase my professional skills and abilities. Experience in:

- Java, Groovy, C++, C#, Javascript, .NET, MySQL, SQL
- HTML, CSS, Perl, Python, PHP, VisualForce, Apex, and some C
- Windows 7 / Vista, Max, OS, Linux
- Maven, Eclipse, Visual Studio, Xcode, CodeBlocks, Vim, IntelliJ

Employment History

<table>
<thead>
<tr>
<th>Journal Technologies, Denver Co</th>
<th>2018-Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer</td>
<td></td>
</tr>
</tbody>
</table>

Interface Developer for eCourt and eDefender projects and responsible for providing quality code and supporting the interface from initial requirements to go-live as needed. Collaborated with team to design and test out new strategies to improve and facilitate the interface development process moving forward.

- Redesigned and streamlined internal interface team processes to enhance project management and standardize interface development.
- Created internal pages and libraries to provide reusable code for interface development.
- Developed the following interfaces:
  - Diamond Parking (KCDC) – creates cases in eCourt from validated citation data picked up from an SFTP server.
  - CourtCal (Solano, eDefender) – Reads court data nightly to capture all future appointments into a main table with a small set of code-dictionary tables.
  - CalendarRulesAdmin (Maryland, eDefender) – Updates three lookup lists to ensure that the court had the same fields from the Calendar Rules system while maintaining their relationships and dependencies.
- Implemented new Password encryption for eCourt and passwords in confluence using the advanced encryption standard.

<table>
<thead>
<tr>
<th>General Motors, Austin Tx</th>
<th>2016-Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td></td>
</tr>
</tbody>
</table>
Software Quality Assurance Engineer

QA tester for the Online Scheduling Service team and responsible for ensuring the quality of the application. Collaborated as part of a two person QA team for the OSS application in developing and implementing quality-assurance methodologies to provide a product that complied with QA standards, company and federal regulations, and business specifications.

- Analyzed requirements to develop and execute software test plans, test scenarios and test scripts to uncover and identify software problems and their causes.
- Assumed responsibility for developing automation test plans that would leverage existing automation scripts to provide comprehensive coverage for OSS and drastically reduce the required man hours for the regression cycle allowing QA to focus on newer functionality.
- Participated formal and informal design reviews throughout the software development lifecycle to provide input on functional requirements, schedules, and potential issues.
- Leveraged experience as a developer to communicate effectively with the dev. team to assist with pinpointing the root cause for bugs and collaborating on potential solutions.

Hewlett Packard 2014-2016

Developer / Engineer, Austin Tx

Worked as part of the Sales IT team to ensure the business received the support they needed on their internal applications used within HP’s business process. Resolved issues that arose, handling them quickly and efficiently with as little interruption with the business processes and the application as possible.

- Participated in the unprecedented company split of HP on several applications that were to be cloned, retired, or split in order to facilitate the company wide split in 6 months.
- Designed and implemented TSA exits within the HP Inc space allowing the company to cut down on or reallocate the resources supporting these applications and saving the company thousands in costs.
- Successfully converted an independent internal business sales team application that managed 500 loans or more to HP’s customers a day into the Salesforce.com platform in 7 months impacting over 1,000 users. Streamlining business processes and providing a better application for the sales team to work in measurably improving the experience of HP's customers.
- Developed and implemented over 200 test cases to assist with the quality assurance of the finished application in Salesforce to ensure the out of the box functionality added to the application met the requirements of both the platform and the business team.
- Led and implemented the creation of an internal SharePoint application for the Sales IT team's managers enabling them to effectively keep track of over a 100 employee's allocation on more
than 20 projects. Reducing the time managers needed to spend keeping track over their resources and allocations ensuring there was no over allocation or under allocation of any employee.

- Provided on-going support for modification and de-bugging of the loan inventory system resulting in a major reduction of downtime.

**Developer Intern, Houston Tx**  
**Summer 2013**

Supported the XML document team as they sought to develop new innovative ways to improve the user experience of the documentation. Ensuring it was readily available, easy to use and properly formatted across various tools and operating systems.

- Performed an extensive inventory of the team's Java Code repository to reformat and improve readability of the code to determine what was still implemented in their document formatting system.
- Researched and determined options for the development of a feasible and efficient implementation of alternative online help tools.
- Prepared and presented an implementation plan to use emulators to enable the team to view their documentation layout on mobile devices for different operating systems.

### Education and Training

<table>
<thead>
<tr>
<th>Baylor University</th>
<th>Waco, Tx</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bachelor of Science, Bioinformatics</strong></td>
<td>2010 – 2014</td>
</tr>
</tbody>
</table>

- Curriculum included Database Design, Data Structures, Systems Programming, Software Engineering, Computational Biology, Organic Chemistry, Genomics & Bioinformatics, and Molecular Genetics as part of the core curricula.
Sarika Sawant

Experience Summary

- Worked on Oracle SQL 10g/11g/12c and Oracle PL/SQL 10g/11g.
- Proficiency in writing stored procedures, packages, functions, cursors, triggers, views.
- Exposure to Database Administrator (DBA) concepts involving managing database backups, restores, monitoring and tuning database performance.
- Knowledge of Object Oriented programming concepts and exposure to web technologies like C#.NET, ADO.NET, HTML, CSS, JavaScript, XML.
- Competent in developing design documents and data models using UML based tools like Rational Rose and Visio.
- Worked on T-SQL skills (MS SQL Server 2008, 2012, 2014) and MS Office Suite skills.
- Worked and performed ETL (Extract, Transform, Load) process.
- Knowledge of SQL script using (SSIS, SSRS, SSAS).
- Knowledge of creating test cases for Unit Testing.
Employment History

Journal Technologies, Englewood CO                                                                 October 2017 - Present
Software Developer

- **Data Conversion**: Involved in different data conversion projects such as KCDJA (King County – DJA) and LWMC (Lakewood Municipal Corporation). In this period have worked on different Technologies such as MS SQL Server 2014, XML, XSLT, Data Conversion Utility (DCU), Atlassian JIRA, e-Court, Confluence, Symphony.

- **KCDJA (King County - DJA)**: Scripted some part of Case Data Conversion in KCDJA. Ran multiple data conversions in KCDJA. Performed data conversion backups. Pulled latest master config on the conversion environment from the master config environment and updated the tomcat server on the conversion environment. Worked on different environments in KCDJA project namely KCDJA-Config, KCDJA-Conversion and KCDJA-Test. Worked on building the Go-Live checklist.

- **Lakewood Municipal Corporation (LWMC)**: Worked on understanding the e-Court Front-End Config in Lakewood project. Assisted BA on Lakewood project with the case data mapping document. Build case data conversion and tested the conversion in e-Court Front-End. Performed SQL data backups and pulled master config on the conversion environment for Lakewood. Currently working on the Case Data Conversion testing and e-Court Front-End testing in the conversion environment.

EnterpriseOne Solutions, Aurora CO                                                      January 2016 – September 2017
SQL Developer

- Build SQL scripts and complex queries for extracting data from database.
- Worked on creating complex SSIS packages for migrating data between systems.
- Created reports based on client requirements using SSRS.
- Designed technical specifications based on client’s business requirements.
- Wrote complex e-forms using HTML, CSS and JavaScript.
- Designed and implemented process flows and use cases using MS Visio.

Aptech Ltd. Mumbai, India                                                              December 2014 - November 2015
PL/SQL Developer

- Worked on creating reports using SQL per business requirements.
- Involved in the creation of database objects like Tables, Views, Stored Procedures, Functions, packages, triggers using tools like Toad, SQL Developer and SQL*plus.
- Responsible for data migration project which involved extracting data from 3rd part systems, manipulation of data.
and loading in the database.
- Worked on creating technical specification document.
- Involved in unit testing and system integration testing of application.

## Education

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mumbai University, Mumbai, India</td>
<td>Bachelor of Engineering in Computer Science</td>
<td>May 2014</td>
</tr>
</tbody>
</table>

## Certification

<table>
<thead>
<tr>
<th>Certification</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle PL/SQL Developer Certified Associate (OCA)</td>
<td>December 2016</td>
</tr>
<tr>
<td>Oracle Certified Database 12c SQL Fundamentals</td>
<td>December 2016</td>
</tr>
</tbody>
</table>
Implementation Plan

Our Englewood, Colorado-based team will configure the system with your team. We will provide the court and probation (and prosecution, optional) systems as a single integrated system (“eCourt”), with partitioned security.

We will utilize the results of the initial planning meetings guided by the Project Work Plan to jointly build the installation tasks and responsibilities. The project managers will prepare monthly status reports that will track performance measurements against the project’s milestones to verify that we have completed the scope of work; against the budget to confirm that we have completed the work within the contracted price; and compared to a timeline to validate that we have tracked to the schedule that is agreed by our teams.

A significant part of our work will be onsite, and the availability of the court’s personnel will determine the schedule. In addition, the timeline for the implementation depends on the completion of the conversion and interfaces.

Our individual staff members will do multiple tasks – project management, configuration of screens and workflows, notifications and documents, searches and reports, and training your administrators and staff trainers. Our implementation team seldom has the need to request code changes from developers since the tools they need to configure your system already exist in eCourt.

With so many configurability tools built into eCourt, our configuration team can make system changes extremely quickly -- often in a matter of minutes to the surprise of clients who are used to waiting days and weeks for features. For this reason, we’ve had particularly good success demonstrating a base system to your staff that meets most of your requirements and then steadily meeting side-by-side with your subject matter experts over the course of several weeks to tweak the system in real-time to meet the court’s requirements. Our progress is then confirmed by a formal Conference Room Pilot in which other users review the system for any final issues. This approach may seem unconventional at first glance, but we’ve found that it often reduces the amount of issues that slip through the cracks since the court is focused on interacting with our team rather than writing extensive documentation.

We follow the Agile model of system implementation and configuration. The required changes can be made in real time or divided into two-week sprints. Instead of waiting a long time for configuration to be done and then reviewing all of them together, this Agile methodology will allow for frequent reviews and hands-on training of the system. We will train the court’s IT staff to be able to make future changes. Any configuration changes are stored in the database thus eliminating code check-in check-out. We usually make these configuration changes on a configuration environment and then export the changes, which are XML files, into the test system.
Project Work Plan Overview

(To be tailored to your requirements)

<table>
<thead>
<tr>
<th>Mainstream (each case type/department)</th>
<th>Support</th>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Elements</td>
<td>Management Reporting</td>
<td>Technical Personnel</td>
</tr>
<tr>
<td>Case Initiation</td>
<td>Directory</td>
<td>Non-Technical Personnel</td>
</tr>
<tr>
<td>Case Headers and Folder Views</td>
<td>Calendar</td>
<td></td>
</tr>
<tr>
<td>Workflows</td>
<td>Accounting</td>
<td></td>
</tr>
<tr>
<td>Statutes/Dispositions/Distributions</td>
<td>Joinders and Person Identifiers</td>
<td></td>
</tr>
<tr>
<td>Notices, Documents and Exhibits</td>
<td>Case Notes</td>
<td></td>
</tr>
<tr>
<td>Searches and Reports</td>
<td>Interfaces</td>
<td></td>
</tr>
<tr>
<td>Judge/Supervision/Attorney Modules</td>
<td>Data Conversion</td>
<td></td>
</tr>
<tr>
<td>Tentative Rulings and Minutes</td>
<td>Technical</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>Testing</td>
<td></td>
</tr>
<tr>
<td>Public Portal</td>
<td>Deployment</td>
<td></td>
</tr>
<tr>
<td>eFiling Processes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We will have three implementation teams – a court team, an interface and conversion team and a public portal and eFiling team.

Training begins with the eCourt demonstrations and the subsequent involvement of court subject matter experts and supervisors who must also understand the issues that matter to the end users. Because eCourt is configurable, your staff will not be “forced” into using a system that doesn’t meet their expectations.

We will jointly consider the “concerns” of those who will have much to do with the successful implementations. Just like any other risk, the implementation staff must continually work to reduce the anxieties caused by change. We will use periodic Conference Room Pilot demonstrations to communicate the progress and seek input from those who will make the system work. This is also one way we evaluate the readiness of users.

With involvement in the implementation process, we expect all initial concerns will melt away. People want to eliminate the repetitive nature of their work day and efficiently dispatch their responsibilities while using modern technology.

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn! Then you will be able to configure the areas of eCourt that need to change when your business processes change, and provide first level support for your users from day one.

We work to minimize future dependency on us through knowledge transfer and the development of a client Help Desk that is staffed by experienced individuals who have worked on the project and thus have both a firm grasp of eCourt and how it was implemented. As a result, they are able to effectively triage problem reports with hardware, network and user errors being handled locally.
in an expeditious manner with us standing by to provide support or to handle problems related to software defects or functionality deficiencies.

We have never seen an IT person who didn’t want to use eCourt because it incorporates the latest technology that all want to get their hands on. They recognize that they are able to provide more service to the court and participate in solving the issues of change without being dependent on the software provider. The IT staff will be trained during the configuration processes.

We provide direct training for those with specialties, including accounting personnel. Since the court’s staff will be deeply involved in the configuration and workflow processes, from these sessions will come a jointly developed end-user training program tailored to your configured screens, processes and procedures. And this staff must have a major role in end-user training because the end-users need to know their trainers. Knowing where to go with questions reduces anxieties which can cause projects to fail especially during the first days after the go-live.
## Preliminary Implementation Schedule 12 months

<table>
<thead>
<tr>
<th>One of Many Possible Plans</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
</table>

### Project plans and status reports

### Data Model Structures for ALL
(metadata – tables and fields)
- Case Initiation, Insert, Update forms
- Lookup lists
- Folder views
- Directory, including the Bar
- Accounting, Statute Table

### Team 1 - Court Processes
- Calendaring and time slots
- Workflow and Time Standards
- Document templates
- Courtroom – Judge View and minutes
- Reports and Searches
- Misc: Security, Tills

### Team 2 – Probation Processes (Similar processes to Team 1)

### Team 3 - Prosecution Processes (Optional)
- Calendar and time slots
- Workflow and Time Standards
- Document templates
- Charging and Pleas
- Victim and Witness Management
- Courtroom – Prosecutor View
- Reports and Searches
- Misc: Security, Tills

### Team 4 - Conversion and Interfaces Team

### Team 5 - Portal and eFiling Team

### Go-live
Summary Project Work Plan, including the court participation

Our project team will work with your subject matter experts to configure your screens, workflows, assessments, documents, reports and notifications.

To be tailored to your requirements. We will incorporate into this Plan the tasks for probation and prosecution.

<table>
<thead>
<tr>
<th>Facilities/Organization/Personnel/Case, Hearing, Event and Other Types</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>JTI to demonstrate and train the Court personnel responsible for the following information so that they assist and make future changes.</em></td>
</tr>
<tr>
<td><strong>Facilities</strong></td>
</tr>
<tr>
<td>Court to provide its facilities data to the extent desired (locations, floors, court rooms, etc.)</td>
</tr>
<tr>
<td>Court to supply additional facility data, including resource characteristics – capacity, handicap access, equipment, etc. to the extent desired.</td>
</tr>
<tr>
<td>JTI to configure and load facility data.</td>
</tr>
<tr>
<td><strong>Organization</strong></td>
</tr>
<tr>
<td>Court to provide its organizational structure (divisions, departments, etc.)</td>
</tr>
<tr>
<td>JTI to configure and load organizational data.</td>
</tr>
<tr>
<td><strong>Case Types</strong></td>
</tr>
<tr>
<td>Court to supply case types, sub case types.</td>
</tr>
<tr>
<td>JTI to configure and load these types.</td>
</tr>
<tr>
<td><strong>Hearing, event and other types and case phases</strong></td>
</tr>
<tr>
<td>Court to supply list of hearings, events and other types by case type/sub case type.</td>
</tr>
<tr>
<td>JTI to configure and load these types.</td>
</tr>
<tr>
<td><strong>Roles</strong></td>
</tr>
<tr>
<td>Court to provide roles (not individual job titles) for both Court and non-court personnel serving the Court and ancillary data requirements for each role, such as bar number, badge number, former law firms, classes attended, bond companies, etc.</td>
</tr>
<tr>
<td>JTI to configure and load role data.</td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
</tr>
<tr>
<td>Court to supply list of personnel for both Court and non-court.</td>
</tr>
<tr>
<td>JTI to configure and load personnel data.</td>
</tr>
<tr>
<td>Court will keep the Directory current.</td>
</tr>
<tr>
<td><strong>Information Updates</strong></td>
</tr>
<tr>
<td>Court to provide any changes to facilities, organization, case, hearing, event and other types to JTI which will maintain the tables until the go-live.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Calendars and Scheduling</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Holidays and other Calendar Information</strong></td>
</tr>
<tr>
<td>Court to supply Court holidays, standard working hours and any special types of court business and off time.</td>
</tr>
<tr>
<td>JTI to enter holidays and standard working hours and configure court business and off time types.</td>
</tr>
<tr>
<td><strong>Calendaring and Scheduling (Configured and will only need to be update)</strong></td>
</tr>
</tbody>
</table>

City of Arvada, Colorado
JTI response to RFP-18-Court Mgmt - CMS
Court to provide the case assignment process, weighted case assignment rules, caseload balancing policies and conflict rules.

JTI to build assignment business rules.

Court to determine which roles/individuals/courtrooms are to have calendars.

Court to provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.

Court to determine if they want to use calendar time slots for each individual.

Court to determine configurable information on the individual Daily, Weekly and Monthly Court Calendars.

JTI to create assignment procedures and configure the calendars.

Court to maintain/modify the Calendars if requirements change.

JTl to demonstrate using Conference Room Pilot.

Case Initiation and Navigation (Some cases could be received electronically.)

Case Initiation (Configured and will only need to be updated.)

Court to provide case initiation and update screen shots and lookup lists of the current system.

Court to provide the information/format received from other agencies that also initiate cases.

Court to provide rules for case numbering and the processing procedures for cases that have not yet been filed with the court, for example, a person wants to pay traffic ticket before the case/citation reaches the court.

Court to supply any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.

Court and JTI to determine case initiation validation rules and error messages.

JTI will configure case initiation and update screens and lookup lists.

Navigation and Other Screens (Configured and will only need to be updated.)

Court to provide information to be included on the configurable Case Header, including the composition of the case name for internal purposes, and the Case Summary screens. In addition, Court to provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and throughout the system.

JTI to configure Navigation and other screens.

JTl to demonstrate using Conference Room Pilot.

Court Business Process Review and Workflow for each case type

Court to have available any existing workflow diagrams, notices, reports, minutes, etc. for each case process.

JTI to facilitate discussions with Court to review its processes, identify potential process improvement opportunities and determine the processes to be automated using workflow. (Many workflow processes have been configured, and they will be updated to accommodate the Court’s requirements.)

JTI and Court to review the procedures and processes to determine initial and eventual utilization of Time Standards. (For example, automatically schedule a hearing 14 days after an event.)

JTI to build workflows and time standards.

JTl to demonstrate using Conference Room Pilot.
### Notices and Documents

Court to provide current notices/documents used for internal and external communications and any regularly filed type of documents. This includes the library of standard motions that will be included in My Notes Library or the Judge’s/Court’s Library for all to use.

Court to review notices/documents to consolidate as appropriate and indicate the filed documents that are related, if any, as they can be grouped in the Register of Actions.

Court to provide Word documents for each notice/document and Court and JTI to map variables to the database and setup Document Templates.

JTJ and Court to determine business rules for when notices/documents are generated and relate to workflow, if desired, who reviews, if fees charged, etc.

### Minutes

Court will provide samples of meetings and suggest additions.

JTI will create Minutes for each type of hearings/meetings and Court and JTI will create MS Word documents to reflect the decisions.

**JTI to demonstrate using Conference Room Pilot.**

### Dashboard (Internal and Public Portal) – Configured and will only need to be updated

Court to determine the dashboard views, including internal views and Public Portal views some of which are created by pre-defined searches, which then can be selected by each individual to tailor their personal dashboard.

Court to decide to put any other case/calendar-type information on the Public Portal.

Court to determine if they will accept electronic documents via the Public Portal directly from lawyers; you could then electronically view and search these documents.

JTI to configure the Public Portal, and the Court to provide a link from its existing website.

### Reports and Searches - Searches can be used to eliminate the need for some existing reports.

**Reports (Examples to be updated)**

Court to provide copy and categorize reports by consumer (outside court, internal use), by case type and frequency.

Court to review and consolidate as appropriate with JTI’s guidance.

JTI to create the reports.

** Searches (Examples to be updated)**

Court to suggest the format for some searches, JTI to suggest others.

JTI and Court will configure searches.
### In-Court Processing
Agency to demonstrate existing in-court processes and JTI/Agency to determine to-be process.

- JTI to prepare processes.
- Agency and Court to test processes and report issues to JTI for further adjustments and approval.

### Accounting/Cashiering (Special Training provided)
Court will provide current Chart of Accounts and bank account information and JTI will load this information.

- Court to provide a list of the cashiers and collection personnel, if appropriate, and JTI to create tills.
- Court to review and approve the accounting reports and some processes, including the deposit slips and reports that summarize/detail the entries to support the case general ledger, etc.

### Other Processes

#### Seal cases and documents
Court to provide seal-type information.

- JTI to configure.

#### Warrants and Subpoenas
Court to provide warrant and subpoena processes, including modifications, forms, etc.

- JTI to configure.

#### Archive
Court to determine process to archive cases.

- JTI to configure archive processes. (Also part of workflow.)

### Data Conversion
Court confirms data to convert and transfers the legacy data to a common database system from which JTI will insert it into eCourt.

- (Court to do data cleaning or scrubbing in the legacy database after the iterations, if necessary)
- JTI to transfer the data from the common databases to eCourt.
- Court and JTI determine go-live readiness.

### Interfaces
Court will provide the requirements for the information exchange, i.e., the conditions that trigger it, what information will be transferred, the format of the information exchange, the manner of the exchange (real time or batch), required controls (such as header and trailer records), etc.

- JTI will configure and unit test the API and provide test entries, and the Court will determine go-live readiness.

### Testing

#### Acceptance Testing
JTI and Court to develop acceptance plans centered around Conference Room Pilots and test cases.

- JTI to certify that eCourt is ready for acceptance testing.
- Court to test eCourt per the acceptance test plan and note any defects.
## Training

Court to assign in-house help desk personnel early in the project. They should participate in all stages.

- JTI to train IT personnel and administrative users, including help desk personnel, from day one with the training to continue throughout the project.
- JTI to directly train the accounting personnel.
- Court and JTI to develop end user training plans.

## Implementation

- JTI to prepare eCourt for implementation.
- Court Administrative users and super-users to train end users.
- JTI and Court to migrate data from legacy information systems.
- Court to conduct implementation testing over weekend prior to implementation.
- Court and JTI to conduct “go / no go” review.

Court to conduct implementation testing over weekend prior to implementation.

- Court and JTI to conduct “go / no go” review.
- eCourt to be implemented in production.

(Although eCourtPublic will be implemented, the Court may not wish to immediately expose this site to the public pending any post-implementation data clean-up activities that may be required.)

## Technical Environment

- JTI to setup a configurable system in Los Angeles and to provide the Court’s implementation staff with access.
- JTI to provide hardware, software and system network specifications, if in-house.
- JTI to train the IT personnel for the system installation, if needed.
- Court IT to setup Production system, including the Public Portal, Testing, Training, Staging system and provide JTI with VPN credentials.
- Court and JTI to verify that all systems are ready to go-live.
Workflow Processes

Workflow Index

Process Group

A process group is a container for multiple processes. Each process group has a code, name, and description. Along with a starting and ending work queue range that is used when automatically generating work queue numbers. Each process in the process group is listed at the bottom of the screen; the process tree to the left of the screen includes processes and also its work queues. A delete will appear if the all the processes in the process group have been deleted.

Edit Process Group
Process

The process is a collection of work queues, some automatic, manual, or route connected by various results. Each workflow process is started by a trigger.

Process General

Each process requires a status, code, and name. The process will be disabled if the status is set to disabled or the current day does not fall into the valid date range. A process can be audited by clicking the “Run Audit” button. The process audit will check the process and work queue for basic configuration problems: work queue with no results, manual queues with no participants, process with no triggers, etc.

Edit Process
Process Triggers

There are three types of process start triggers: message trigger, date trigger, and timer trigger. Each type of trigger is listed in its own table. To add a trigger click the add link in the table caption area. To edit an existing trigger click the trigger in the listing. To remove a trigger link the remove link to the right of the trigger. If any of the process triggers are met then the process is started.

Message Triggers

Message triggers are generated by the application when an entity is updated, inserted or deleted. Each message trigger is defined by the entity, type of action (update, insert, delete), updated field, and a condition. All the restrictions must be met for the process to start. For example, the setup below will trigger a new process when a Case status field is updated and the Case Type is Citation condition is true.

Message Trigger Edit
**Date Triggers**

Date triggers are generated relative to date field on an entity already persisted in the application. The following properties are used when setting up a date trigger: entity, date field on the entity, number of days, and condition. The system is constantly monitoring all date triggers when trigger conditions are met the process is started. For example, the setup below will trigger a new process three days after a Scheduled Event start date time and the Event Needs an Interpreter condition is true.

**Date Trigger Edit**

![Date Trigger Edit](image1)

**Timer Triggers**

Timer triggers are eCourt’s way of scheduling certain tasks to run on a given interval. Processes started via a timer trigger are not connected to a particular case or case object but are system wide processes.

**Daily Timer Edit**

![Daily Timer Edit](image2)

**Weekly Timer Edit**

![Weekly Timer Edit](image3)
Monthly Timer Edit

Once Timer Edit

Work Queue

Work queues are where the workflow work is done. The four types of work queues are:
1. manual; work queue task is created and assigned users to complete the work manually
2. automatic; work queue is setup to run business rules
3. router; work queue is a simple router to other work queues
4. sub-process call; work queue will create entirely new process

On initial creation of the work queue the status, number, name, description and type are required. Checking the “This work queue is at the beginning of the process” will connect this work queue to the beginning of the process.

Initial Work Queue Setup
Manual Work Queue

Manual work queues can be given a configurable subject that will appear in the assigned user’s inbox. Instruction on how to complete this task can also be defined in setup of the work queue. Every work queue can have multiple other queues sending work to this work queue, if you want this work queue to start only when all senders have completed then check the option in the pre-condition area. Also, each work queue can have maximum and minimum tolerance that is used in generation of the work reports in the user’s workspace.

Manual Work Queue General Settings

Participants

Participants are setup on manual queues in three steps: choosing the assignment method, creating participant groups, and assigning people to the participant groups.

Assignment Method

Participant assignment is controlled by workflow business rules that are registered in the business rule library. The rule must have an output parameter that returns a single user or list of users. The following assignment methods are standard assignment methods:

1. Percentage of work assignment; assignments are distributed using a percentage of work algorithm.
2. Judge assignment; task is placed in the current judge’s inbox.
3. Case person assignment; similar to judge assignment but any assignment role or status can be used, for example attorney of interpreter.
4. Everyone assignment; all participants are assigned.
If the assignment method returns more than one task will have those users assigned the work. If any of the users complete the work then the task is completed for all users and the process continues. If the create a task per participant option is checked then for each user a unique task is created. This allows a user to complete their task the other users will not be affected.

Manual work queues can have groups of participants. Each group is defined by a selected condition and a name. Tasks that enter this work queue and match the given participant group condition then this group is used in the assignment method business rule.

**Manual Work Queue Participants**

![Manual Work Queue Participants](image)
Adding Participants

Select the participant group that the new participants will be added then click the add link in the participant listing. The participant search area will appear. Fill in the participant search criteria and click the “Search” button, then check the participants that you’d like to add and click the “OK” button. Participants can be removed by clicking the remove link to the left of each participant.

Manual Work Queue Adding Participants
Screens

Each manual work queue can have many screen setups to aid the user in completing the task. Each screen is defined in the business rule repository as a navigation rule and can have various parameters defined. Click the “Add” link to add screens to the work queue. Click the existing screens to modify a screen. Click the remove link to the left of the screen to remove the screen.

Manual Work Queue Screens

Results

Each manual work queue can have many results. These results are used to route work to other work queues in the process. The results can be manually selected from the user workspace inbox, used in deadline routing, and used in auto completion routing. Each result has a code, name, and description. Manual work queue results have the option to show in the user’s workspace. Automated and router queue have a condition on each result for routing decisions. The result is made up of many actions. Each action points to another work queue in the process, has a priority, and additional attributes.

Work Queue Results
Deadlines

Each manual work queue can have many deadlines. Each deadline can point to a particular result. There are two types of deadlines: warnings and timeouts. When a timeout deadline expires, then the work queue is closed and work is directed to the deadline result work queue. When a warning deadline expires the work remains in the work queue and the deadline result queue is started in parallel. The deadline also can be computed from the case or event entity.

Manual Work Queue Deadlines
**Auto Complete**

Manual work queue can be automatically completed when a certain event occurs in the system. Auto complete message triggers are setup similar to process message triggers and can direct work to various results. Auto completions are very common in manual work queues.

**Manual Work Queue Auto Complete Triggers**

![Auto Complete trigger](image)

**Automatic Work Queue**

Automatic work queue are work queue that run business rules. They do not require participants, deadlines, auto completes, or screens.

**Automatic Work Queue Rules Setup**

![Automatic Work Queue Rules Setup](image)
**Process Graph**

Depending on the process they can be many work queues, triggers, and results involved. eCourt provides a process graph utility to visualize the entire process.

**Workflow Monitor**

The eCourt system also has a workflow monitoring area. Using the monitor users can search for active work queues, past work queues, automatic work queues that encountered problems, or any triggers that encountered any problems. Also, search for a particular assignee, due date, or case.
Workflow Monitoring

<table>
<thead>
<tr>
<th>Id</th>
<th>WO</th>
<th>Type</th>
<th>Subject</th>
<th>State</th>
<th>Start</th>
<th>End</th>
<th>Assignments</th>
<th>Deadlines</th>
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<tbody>
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<td>32770</td>
<td>59R9400190</td>
<td>Generate Notice of Hearing</td>
<td>State of Nevada vs. Watson, Sarah, A</td>
<td>open.suspended</td>
<td>3/10/10 11:50:44 AM</td>
<td>3/10/10</td>
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<tr>
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<td>59R9400190</td>
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<td>State of Nevada vs. Watson, Sarah, A</td>
<td>open.suspended</td>
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<td>3/10/10</td>
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<td>59R9400190</td>
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<td>State of Nevada vs. Watson, Sarah, A</td>
<td>open.suspended</td>
<td>3/10/10 11:49:28 AM</td>
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<td></td>
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<tr>
<td>32760</td>
<td>59R9400190</td>
<td>Generate Notice of Hearing</td>
<td>State of Nevada vs. Watson, Sarah, A</td>
<td>open.suspended</td>
<td>3/10/10 11:38:53 AM</td>
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</tr>
<tr>
<td>32756</td>
<td>59R9400190</td>
<td>Generate Notice of Hearing</td>
<td>State of Nevada vs. Reese, Robert L</td>
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<td>State of Nevada vs. Smith, John A</td>
<td>open.suspended</td>
<td>3/9/10 5:50:30 PM</td>
<td>3/9/10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Data Conversion Approach and Strategy**

Using our tools and methodology, we have completed data migrations from the following databases: IBM AS400, Microsoft SQL, Microsoft Access, Alpha 4, Pervasive.SQL, FoxPro, bTrieve, EBCIDIC, Excel and comma delimited extracts.

The conversion of the Source database will be broken into the following logical areas:

- Case Data
- Financial Data (if applicable, balance forward only)
- Documents (if applicable)

The project plan developed by the JTI and Client Project Managers will include a set number of data conversion iterations

**Conversion Preparation**

Before the conversion process begins, JTI and Client will follow the steps below to prepare for conversion.

*Prepare Environment for Source Data Analysis*

To perform data analysis on legacy data, we will need an instance/copy of the production data for each of the legacy systems. JTI will provide conversion server recommendations. This may be hosted locally on the client’s network, or within a cloud hosted environment such as Amazon Web Services.

*Create Data Description Document for Source Data*

To understand the legacy system and its data structure, the Client needs to provide the legacy system data description document for each of the legacy systems, which will include:

- technical environment (operating system and database platform)
- database type (relational or hierarchical)
- data elements
- data formats and standards
- data volume
- vendor or other relevant contact information
- data dictionaries (ERD Diagrams)
- screen/field mapping specification. Each screen of the legacy system from which data will be converted will be listed and each data element on the screen will be mapped to the corresponding field in the database
- future disposition of the legacy system (whether it will be decommissioned or maintained)
Create Conversion Testing Specifications

The testing specification describes how the Client will test converted data and report issues. It will include:

- A sample of the test cases from each legacy database to test conversion against. Each conversion iteration will only be tested for this sample.
- The most critical data elements to look for in the conversion
- Data quality assurance exit criteria for concluding testing
- Any reports that need to match for conversion testing.

Analyze Source Data

We will jointly analyze the source data, assess the quality of the data and identify risks that may affect data conversion activities and outcomes. While the Client is responsible for any scrubbing of the source data, we will assist, if needed. We will jointly prepare the Data Quality Assessment Report that includes the Risk Analysis and identify at the minimum:

- Data integrity issues
- Data cleansing effort required
- Logic to determine the cases that participate in the conversion
- Identify and document issues, risks and barriers that may interfere with the data conversion work stream
- Propose recommendations and options for mitigating the identified risks

After preparation for conversion is complete, the initial review of the structure and quality of the existing databases will guide the conversions processes, but generally it will follow the process and steps outlined below.

Data Conversion Process
**Populate Mapping Documents and Data Conversion Specifications**

The conversion testing specification and the data conversion specification will control the conversions. The conversion scripts will be written based on these specifications. We will jointly prepare documents which will include:

- Data integrity analysis and cleansing methodology
- Data validation methodology
- Timing, sequencing and coordination of the data conversion tasks
- Amount of data (i.e., how far in the past data will be converted)
- The data mapping between each of the source databases and the staging database
- The data mapping between the staging database and eSuite
- All transformations that need to be done between the source database and staging and between staging and eSuite
- Source data filtering rules, including data elements to filter
- Source data attributes used to identify duplicate data from multiple data sources
- Strategy to merge duplicate data from multiple data sources
- Source data load sequence and dependencies
- Storage requirements for data to be converted
- Conversion procedures

**Update Project Work Plan and Schedule**

Data conversions are typically difficult to estimate given the volumes of data involved and the fact that significant aspects of the conversion, such as historical data type changes and old legacy conversions exacerbate the problems faced by the conversion team. At this stage of the project we will have a better idea of the amount and quality of the data we are dealing converting, hence it would be appropriate to revisit the project schedule and make necessary adjustments to set realistic expectations.

**Export Legacy Data**

The client will provide an initial export of the data from the Legacy System and import it to the eSuite Stage database in SQL Server on the Conversion Server.

💡 **Note:** The structure for the tables in the eSuite Stage database is determined by the Client. If it is easy to create one staging database table for each table in the Legacy System, then do so. For example, if in the Legacy System, there is a Case entity and a Party entity that relates to Case, and an Address entity that relates to Party, simply create three tables in eSuite Stage called: Case, Party, and Address. It is important to note that the data must be related by the information provided by the Client, primary and foreign keys must be provided in the mapping.

**Map Legacy Data to eSuite**

The client will map the Legacy Data to eSuite with JTI assistance. Excel documents will be provided to facilitate the conversion mapping.
Script Conversion Logic

JTI will create the conversion scripts that execute the logic identified in the Conversion Mapping and Code Table Mapping documents (or in the Issues List and Change Requests for subsequent iterations).

The conversion scripts will:

- Extract source data
- Validate the completeness of extracted data
- Transform, cleanse, and filter out
- Map source data to the staging database
- Load source data into the staging database
- Validating converted data

Execute Conversion

JTI will execute and monitor the conversion scripts in the conversion environment. JTI uses the JTI Data Conversion Utility to execute and monitor conversions.

Data Conversion Utility

The Data Conversion Utility (DCU) utilized by JTI is an application that runs a pipeline of actions configured in an XML file. A conversion file has one to many stages that contain one to many actions. Stages are a way grouping actions and are executed serially. The actions within stages can be executed in serial or in parallel with a configured number of workers. Tasks performed by actions are typically executing SQL statements, SQL bulk copy operations, or coded logic in plugins. When an exception occurs, the DCU can either halt or continue. This behavior is configured at the conversion, stage, or action level and flows down through the hierarchy, but can also be assigned/overridden at child levels. The conversion process outputs an XML log file with details about the run, which can be transformed into a report.
Data Conversion Utility user interface

Data Conversion Utility configuration
### Data Conversion Utility output - summary

**Mapping Errors**

- **unmapped**: spc value not found in the mapping
- **bad (mapping)**: value obtained from mapping doesn't exist in court
- **bad (values)**: value is invalid, such as a date from 1700s

- **blank**: spc value is blank/null (only an error when the court field is required)

**Data Issues**

1. Address records with blank ADDRESS_TYPE: 10493
2. Address records with blank US_STATE: 41
3. Address records without parent CAS removed: 20
4. Rail records with bad RAIL_TYPE: 16
5. Rail records with blank RAIL_STATUS: 1
6. Rail records with blank RailDETAIL: 2
7. Rail records without parent CAS removed: 19
8. Case records with bad CasDate values: 2
9. Case records with bad CasDepDate values: 2
10. Case records with bad CasRefDate values: 1
11. Case records with bad CasStatusDate values: 1
12. Case records with bad CasStatusDate values: 6
13. Case records with bad CasUserDate values: 6
14. Case records with blank CasCaptions(casName): 119
15. Case records with blank CASE_STATUS: 9
16. Characteristics records with bad CASE_SPECIAL_STATUS_TYPE: 3
17. Characteristics records with bad ChUserDate values: 30
18. Characteristics records with blank CASE_SPECIAL_STATUS_TYPE: 8

### Data Conversion Output – detail

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<th>sjctlFile</th>
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<th>sjctlFile</th>
<th>ChDate</th>
<th>sjctlFile</th>
<th>PhyDate</th>
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</tr>
</tbody>
</table>

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City of Arvada, Colorado
JTI response to RFP-18-Court Mgmt - CMS
**Data Conversion Utility – audit**

**JTI Conversion Review**

JTI will perform preliminary review in the Conversion Environment to look for:

- Any exceptions and data integrity errors as identified by the DCU
- Spot check data in the application to look for any obvious errors (Internal Testing)

Upon completion of Smoke Testing the conversion, JTI will provide a database backup of the converted data (eSuite Conv) into the Client’s Conversion Review Environment.

**Client Conversion Review**

The Client will perform User Acceptance Testing (UAT) of the converted data to verify that the data has been converted per the signed-off Testing Specifications and mapping documents.

**Client Documents Issues**

JTI utilizes JIRA for documenting and tracking conversion issues. The Client will provide written feedback according to the testing via the use of JIRA.

a. If the issue is related to missed logic defined in the signed-off mapping documents, it will be fixed in the next conversion iteration for review.

b. Any newly identified requirements will need to result in Change Requests documented by the JTI Project Manager.
c. When the iteration meets the signed-off mapping documents and no outstanding Change Requests exist, the JTI Project Manager will request final sign-off on the conversion from the Client.

Note: Data clean-up activities should occur as part of the Legacy Data Export activities performed by the Client. The JTI Delivery team will create JIRAs to document data errors that surface during the data conversion and will work with the Client to discuss, determine solutions, and document strategies for dealing with bad data (i.e., fixing data manually, putting data that does not fit into a note field, etc.) Decisions will be documented in either the Data Mapping documents or JIRAs.

**JIRA epics for conversion issues**
Conversion card issue detail

From Detailed Project Work Plan - Data Conversion

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Category</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Data Conversion Approach and Strategy</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Approve Data Conversion Plan</td>
<td>Conv</td>
<td>Court</td>
</tr>
<tr>
<td>Prepare Environment for Source Data Analysis</td>
<td>Conv</td>
<td>Court</td>
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<tr>
<td>Create Data Description Document for Source Data</td>
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<td>Court</td>
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<tr>
<td>Template for Source Data</td>
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<td>Court</td>
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<td>Technical environment (operating system and database platform)</td>
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<td>Database type (relational or hierarchical)</td>
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<td>Data elements</td>
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<td>Data formats and standards</td>
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<td>Data volume</td>
<td>Conv</td>
<td>Court</td>
</tr>
<tr>
<td>Vendor or other relevant contact information</td>
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<td>Court</td>
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<tr>
<td>Data dictionaries (ERD Diagrams); Screen/Field Mapping</td>
<td>Conv</td>
<td>Court</td>
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<tr>
<td>specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database</td>
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<td>Future disposition of the legacy system (whether it will be decommissioned or maintained)</td>
<td>Conv</td>
<td>Court</td>
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<tr>
<td>Analyze Data Sources</td>
<td>Conv</td>
<td>JTI / Court</td>
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<tr>
<td>Steps for Analysis</td>
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<td>JTI and the Agency will analyze the source data, assess the quality of the data</td>
<td>Conv</td>
<td>JTI / Court</td>
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<td>and identify risks that may affect data conversion activities/outcomes. Any</td>
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<td>by the Agency.</td>
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<td>Data integrity issues</td>
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<td>JTI / Court</td>
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<td>Recommendations for the extent of inclusion of data source/data element in the</td>
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<td>JTI / Court</td>
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<td>Identify and document issues, risks and barriers that may interfere with the data</td>
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<td>JTI / Court</td>
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<td>conversion work stream</td>
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<td>Propose recommendations and options for mitigating the identified risks</td>
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<td>JTI / Court</td>
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<td>Create and Approve Data Conversion Strategy Document</td>
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<td>JTI / Court</td>
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<td>Create Conversion Testing Specification Document</td>
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<td>Data validation methodology</td>
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<td>Timing, sequencing and coordination of the data conversion tasks</td>
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<td>The data mapping between each of the source databases and the staging database</td>
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<td>The data mapping between the staging database and eCourt</td>
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<td>All transformations that need to be done between the source database and staging</td>
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<td>and between staging and eCourt</td>
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<td>Source data filtering rules, including data elements to filter out</td>
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<tr>
<td>Strategy to merge duplicate data from multiple data sources</td>
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<td>Court</td>
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<tr>
<td>Source data load sequence and dependencies</td>
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<td>Court</td>
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<tr>
<td>Storage requirements for data to be converted</td>
<td>Conv</td>
<td>Court</td>
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<td>Conversion procedures</td>
<td>Conv</td>
<td>Court</td>
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<tr>
<td>Prepare Data Conversion Environment</td>
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<td>JTI / Court</td>
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<td>Approve the Data Conversion Specification Document</td>
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<tr>
<td>Update Project Work Plan and Schedule</td>
<td>Conv</td>
<td>JTI / Court</td>
</tr>
<tr>
<td>First Conversion</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Create Conversion Scripts</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Steps for Scripts</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Extract source data</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Validate the completeness of extracted data</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Step</td>
<td>Type</td>
<td>Responsible</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>Transform, cleanse, filter out, and merge source data</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Map source data to the staging database</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Load source data into the staging database</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Validating converted data</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Run First Full Conversion</td>
<td>Conv</td>
<td>JTI / Court</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>Conv</td>
<td>Court</td>
</tr>
<tr>
<td>Review Conversion Issues</td>
<td>Conv</td>
<td>JTI / Court</td>
</tr>
<tr>
<td>Second Conversion</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Make fixes to Conversion Scripts</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Run Second Full Conversion</td>
<td>Conv</td>
<td>JTI / Court</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>Conv</td>
<td>Court</td>
</tr>
<tr>
<td>Review Conversion Issues</td>
<td>Conv</td>
<td>JTI / Court</td>
</tr>
<tr>
<td>Final Conversion</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Make fixes to Conversion Scripts</td>
<td>Conv</td>
<td>JTI</td>
</tr>
<tr>
<td>Run Third Full Conversion</td>
<td>Conv</td>
<td>JTI / Court</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>Conv</td>
<td>Court</td>
</tr>
<tr>
<td>Approve Data Quality Assessment Reports, including risks</td>
<td>Conv</td>
<td>Court</td>
</tr>
<tr>
<td>AFTER CLIENT APPROVAL, CONVERSIONS READY TO GO-LIVE</td>
<td>Conv</td>
<td>Court/JTI</td>
</tr>
</tbody>
</table>
**Interfaces Approach and Strategy**

Your RFP did not call for any interfaces; however, we include this in the event that you later determine you need them beyond the e-Filing and e-Access portal. Any interfaces could be created by your development team or by ours under a separate statement of work.

The ability to effectively exchange data between information systems is critical to the success of integrated justice information systems. eCourt’s Data Exchange API is built on eCourt’s configurable metadata layer; new fields and columns added to the system are immediately available to the applications that exchange data between systems. In this manner, court system administrators that oversee these data exchanges can rapidly make changes to the information sent from (or added to) eCourt. So instead of waiting weeks or months for new API functions to be hard-coded into the system, court administrators have the ability to test and deploy their data exchange applications as quickly as needed.

eCourt provides the following API’s for data exchange interfaces.

**eCourt Entity API**

The eCourt Entity API is a REST Web Service API which provides CRUD (Create, Read, Update, Delete) operations on any eCourt Entity (data table). Using this API 3rd party applications can:

- Query the eCourt system Entities (data tables) using the API’s query language
- Insert, Update or Delete data in any of the tables (provided the 3rd party authentication and sufficient security privileges in eCourt to perform these operations).

Features:

- Lightweight and efficient API based on REST and JSON.
- Provides access to all entities in the system, provided sufficient security privileges are set.
- Powerful and efficient tools to query the system using eCourt’s API Query Language.
- All operations are audited and secured via standard eCourt Security

**eCourt Portal/IVR Integration API**

The Portal/IVR API is a SOAP Web Service API which provides functions to perform the following operations:

- Expose eCourt Insert Forms to display and submit
- Expose eCourt Searches to query eCourt
- Accept payments for:
  a. Document Submissions
  b. Traffic Tickets
  c. Payment Plan Installments
  d. Fine Payments
  e. Restitution Payments
f. Document Download payments

The Portal/IVR API is primarily used by eCourtPublic (JTI’s public portal application). But it is also used by 3rd party’s such as (ATI and nCourt) for their IVR and Web applications to accept payments for Courts.

ECF 4.0 (NIEM) API for eFiling

The ECF 4.0 (NIEM) API provides eFiling Functions implemented at the EFM and CMS level, so they can be consumed by the EFSPs. This is a SOAP Web Service API compliant to the specifications provided by OASIS ECF 4.0. The API provides the following functions:

1. CourtRecordMDEService
   a. GetCase
   b. GetCaseList
   c. RecordFiling

2. FilingReviewMDEService
   a. GetPolicy
   b. GetFeesCalculation
   c. ReviewFiling
   d. GetFilingList
   e. GetFilingStatus
   f. NotifyDocketingComplete

This API is designed to be consumed by any ECF 4.0 compliant EFSP to implement eFiling.

Asynchronous batch processing via File Transfer, Business Rules and Workflow

This API is eCourt’s feature to handle batch job interfaces via File Transfer, Business Rules and Workflow. eCourt’s Workflow and Business Rule engines are used to read a variety of file formats including: XML, XL, CSV, Fixed Length from a folder and update the system. Many interfaces to legacy systems, are implemented using this API mechanism.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Category</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interfaces</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide a list of interfaces</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>For each interface establish implementation approach</td>
<td>Interface</td>
<td>JTI/Court</td>
</tr>
<tr>
<td>Design, build and test interfaces</td>
<td>Interface</td>
<td>JTI/Court</td>
</tr>
<tr>
<td>Provide documentation for host system interfaces that includes:</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>Business purpose of the interface</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>All the data elements provided by the interface</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>The communication protocol(s) the interface supports</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>Any security needs/requirements for communicating with the interface</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>-------</td>
</tr>
<tr>
<td>Identify any other technical risks associated with implementing the interface</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>The projected volume of data to be transmitted</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>Create the Interface Specification Document that includes:</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>The data element mappings between the two systems and other requirements such as filtering, throttling, queuing, retention period, and resending/republishing of messages</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>The frequency/trigger at which the interface needs to run</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Specifications of the data and transport mechanisms required for the Interface transaction such as:</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>TCP/IP addresses;</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Host and other DNS names;</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Ports and firewall rules; and</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Secure networking requirements (e.g., SSL certifications, VPN, etc.).</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Specifications for monitoring the traffic through the Interface, and reporting requirements</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>If any middleware that needs to be used to manage the interface transactions</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>The data flow diagram</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Requirements for identification of exception types and exception processing of transactions</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Specifications for downtime and recovery strategy</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>System administrator account provisioning requirements for Interface access and control</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Bandwidth requirements based on transaction volumes</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Develop Interface Test Plan that includes:</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>The testing tools used to test the interface</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Identification and documentation of relevant test scenarios for the Interface</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Test scripts (including test script for reviewing historical data where applicable) for the Interface</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>The test conclusion criteria</td>
<td>Interface</td>
<td>Court/JTI</td>
</tr>
<tr>
<td>Develop Interface based on the Interface Specification Document that includes all development/configuration changes in the Application</td>
<td>Interface</td>
<td>JTI</td>
</tr>
<tr>
<td>Test Interface based on the test scenarios and other conditions specified in the Interface Test Plan document.</td>
<td>Interface</td>
<td>Court</td>
</tr>
<tr>
<td>After any changes required, retest and finalize</td>
<td>Interface</td>
<td>JTI/Court</td>
</tr>
<tr>
<td>AFTER COURT APPROVAL, INTERFACES READY TO GO-LIVE</td>
<td>Interface</td>
<td>Court</td>
</tr>
</tbody>
</table>

City of Arvada, Colorado

JTI response to RFP-18-Court Mgmt - CMS

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Testing

We will work with you to provide a testing plan which will allow for complete end-to-end system testing. The detailed testing plan will be developed after the configuration has been completed; you need to have the configurable screens and workflows before you determine how to test the new processes. We will conduct all of the unit testing, integration testing, functionality testing and performance testing related to the system and the code.

We will configure the system, however the end-to-end system testing and development of use cases for user acceptance will be the responsibility of the court/court. We will however support the development of these user/test scenarios.

Our quality assurance and testing practices combine an adherence to industry standards along with a comprehension of the flexibility necessary to successfully implement and upgrade clients with unique business requirements.

Whenever we deploy a new version of our software, professional QA department with staff run typical quality assurance tests such as:

- Black box testing based on requirements and functionality.
- White box testing based on knowledge of the internal logic of the code.
- Unit testing to test particular eCourt functions or code modules.
- Integration testing of combined parts of eCourt (workflow, calendar, etc) to determine if they function together correctly.
- Integration testing of external interfaces.
- Performance testing to ensure eCourt performs under stress.
- User acceptance testing to determining if eCourt is satisfactory to an end-user.

Performance Testing for the software

We consider performance testing to be a “catch all” phrase that generally refers to a set of tests that involve measuring various types of system performance while the system is under load, stress, high volume, etc. conditions. The relevant performance testing methodologies used in the development of eCourt are as follows:

Internally, eCourt uses LoadRunneR and Grinder to simulate clients and conduct performance tests. This is an iterative process and the goal is to achieve as high a CPU utilization as possible. If the CPU utilization doesn't increase (and hasn't yet peaked) with the addition of more users, we stop and look for bottlenecks (in the database or the application). Ideally, the CPU utilization (at steady state) is usually in the 90-95% range. Although throughput won't increase with the addition of more load, response times will increase as more clients are added. The throughput at this point determines the capacity of the hardware.

Since eCourt is a configurable system and a lot of functionality will be configured specifically for the court, we will support the court in the development and execution of a plan to cover system testing, integration testing, performance testing, security testing, UAT, load testing and benchmark testing. We will configure the system for the court, however the end to end system testing and
development of use cases for user acceptance will be the responsibility of the court. We will however support the development of these user/test scenarios.

During User Acceptance Testing (UAT), we will work closely with you to ensure the configuration and related interfaces are rigorously tested prior to acceptance and production cutover. We propose some of the following approaches, processes, tools and methodologies in support of UAT:

**Strategy and Planning**
The testing strategy will be considered early in the engagement to remain consistent with the overall project plan and ensure sufficient resources from the client will be available to participate in the testing effort. The test plan, developed with the client to ensure input and agreement, will include sections such as scope, schedule, test scripts, script execution and defect resolution processes, testing tools, resources and responsibilities, reports, and acceptance criteria.

**Script Development**
Test scripts will be developed with the client to ensure the product goes through a balanced testing program that includes end-to-end business processes as well as targeted testing for interrelated features such as security and interfaces. The scripts will be loaded into a central test management tool to facilitate script updates. Functional requirements will be mapped to test scripts to ensure complete coverage during the test execution phase. We will also work with the client to determine and load any test data needed in the system prior to execution of specific test scenarios.

**Execution and Defect Resolution**
Wide client participation during the test execution phase is an opportunity to identify obscure issues as well as encourage system adoption. Regular communication with participants, including an orientation on test management tools and testing processes, will be provided to client resources who will serve as testers during this phase. Testers will execute assigned scripts and log defects in defined cycles, and then retest the fixed defects in subsequent cycles. Regression testing will also be conducted to ensure the product remains stable after each build.

**Testing Reports**
Standard testing reports will be produced for the project team to track progress, status, and highlight any issues requiring management attention.

**Operational Readiness Testing**
A detailed cutover plan will be developed in conjunction with the overall engagement plan, but our proposed process for Operation Readiness Testing is to begin in parallel with UAT. While UAT is conducted in the training environment, we can begin addressing certain requirements in the production environment that are not dependent on the final configuration from UAT, such as connectivity to scanners and printers; connectivity to DMS; connectivity to 3rd party interfaces; loading users and their security profiles; and performing realistic load, performance and failover tests on the application, network and hardware. Once UAT is complete, the configuration from the testing environment will be
migrated to the production server where 3rd party interfaces, connectivity to peripherals, and the go-live configuration will be retested to ensure the entire application is functioning as expected. Final cutover activities will occur the weekend before the go-live date, when the client can make a go/no go decision.

User Acceptance Entry and Exit Criteria
We propose the entrance criteria for a specific test cycles should include a stable system, the appropriate test data has been pre-loaded into the database, and communication to client staff has been delivered to discuss the schedule and objectives of the test cycle and script assignments. Exit criteria for the cycle should include the complete execution of assigned scripts. The client should expect a small pause between cycles to refresh the data (if needed) and remediate issues found during the previous cycle, thereby becoming entrance criterion for the next cycle. Final acceptance criteria should include at least one execution of the defined test scripts and the resolution of all issues found during testing deemed critical for go-live.

From Project Work Plan – Testing

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Category</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop Testing Plan</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>After Court Plan updates, approve Testing Plan</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Provide System Validation training</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Identify all the Application Requirements on Server and Desktops</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Identify correct Java version installed</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Identify all Network Printers correctly attached</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Identify all EMAIL settings correctly setup</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Identify Active Directory setting correctly setup</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Provide use cases to test for eCourt setup correctly</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Provide use cases to test for printing</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Provide use cases to test for email messages</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Provide use cases to test for Active Directory integration</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Provide training for developing automated test scripts</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Provide resources for Selenium Script Development</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Provide training on utilization of Selenium Script within eCourt</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Conduct System Validation using the test scripts and test scenarios and identify any defects</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Correct testing defects</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Approve system validation testing</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Prepare for User Acceptance Testing including set up of all environments</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Identify use cases to test for eCourt Functionality related to, but not limited to</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Case Initiation</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>----------------------</td>
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</tr>
<tr>
<td>Case Updates</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Case Processing</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Directory</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Calendar</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Workflow</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Minutes</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Documents</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Financials</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Searches / Reports</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Perform User Acceptance Testing and identify any defects</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Correct User Acceptance Testing defects</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Perform Integration Testing and identify any defects</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Correct Integration Testing defects</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Perform Regression Testing(after every upgrade)</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Regression tests are done to identify all the basic functionality of the system works after every upgrade</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Identify use cases to identify basic functionality to test eCourt upgrade</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Where possible, develop automated Selenium Scripts to do regression test</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Run Regression Tests</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Identify Load testing scenarios</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Develop Load testing scripts</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Develop automated to scripts based on Load testing scenarios to simulate concurrent users performing different functions I the system</td>
<td>Test</td>
<td>JTI</td>
</tr>
<tr>
<td>Perform Load Testing</td>
<td>Test</td>
<td>JTI/Court</td>
</tr>
<tr>
<td>APPROVE TESTING</td>
<td>Test</td>
<td>Court</td>
</tr>
<tr>
<td>Continue testing that utilizes test scripts developed by the Court and JTI.</td>
<td>Test</td>
<td>Court/JTI</td>
</tr>
</tbody>
</table>
Support Services

42 in-house support staff are located in Logan, Utah.

Support Services Organization

On average, our Support Team members have worked in a JTI Support role for over 3.0 years, with an average industry-related experience of over six years.

Support Case Life Cycle

During the implementation, your JTI Account Manager will work closely with your implementation team and get to know your eCourt Administrators to help gain an understanding of processes, business rules, workflows and interfaces.

To ensure a smooth transition from implementation to Support, there is a soft transitionary period of about 90 days or more after the go-live during which both your implementation and support teams provide support. Even after a full transition to Support, implementation personnel are available to help provide solutions.

Your eCourt System Administrators and Help Desk personnel are trained during the implementation to maintain your JTI products and become the front line of support for your end users. A built-in help function provides context sensitive help as well. They can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases. In addition, access is provided to a searchable Knowledge Base, including product documentation and training materials.

We are passionate about your phone calls never having to go to voicemail. Our streamlined call answering tree continues to roll over and expands to include additional staff including our executive team.

All support issues are logged into Salesforce Service Cloud, which stores customer information including contracts, go-live dates, designated court administrators, etc. Every support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties
and solution information. Case information is accessible online through our Salesforce Community portal.

We immediately acknowledge receipt of your request, including a case ID for call tracking purposes. Most support cases are resolved in less than one hour. If the request is categorized as “Critical” we will provide a solution through a service release as soon as possible.

Troubleshooting to obtain reproducible steps of an application error begins immediately. We work closely with your eCourt Administrator while resolving each support request. When necessary, cases are escalated to our Solution Architects and then to the Development team as indicated in the subsequent Support Case Flow diagram. Nearly all issues can be resolved remotely, rarely requiring a need for onsite support. Onsite support is available when necessary.

We utilize numerous remote diagnostic tools to assist in solving support cases. GoToAssist and Bomgar screen sharing tools are typically used for remote troubleshooting. These tools provide the advantage of remotely gathering system information, reconnecting after reboot, secure file transfers, and requesting escalated permissions when needed. Our applications log errors used for troubleshooting and debugging.

Data logging tables capture changes made to the database and may also be used for troubleshooting. Java Virtual Console monitors memory and thread usage, SQL Profiler traces, Tomcat access logging, Microsoft Windows Perfmon and others are common diagnostic tools used for troubleshooting.

Throughout this process your Account Manager and Consultant updates you on the progress. Also, automated notifications are sent with each status update.

Upon solution verification from your Application Administrator, the support case is time and date stamped as closed, and an automated notification is sent to your eCourt Administrators with the solution. (A link is included in all notifications to allow feedback to the Account Manager.)

**Enhancements/Updates**

Enhancements/new feature requests are submitted by your system administrator through the Customer Support Department. They are evaluated by the Development staff and, if selected, the feature is made available in a future release.

Major Releases (also called Long Term Support or LTS releases) come out once a year and are patched quarterly for major bugs and security issues for three years. You will be notified of update availability and will retain complete control of the timing and process of any updates. Updates are typically completed within one hour. During the implementation, your staff will be trained on how to complete updates/upgrades and our support department is available to answer your questions.

Best practices for applying updates is to test and verify business processes in the new version to ensure they are fully operational in a non-production environment, perform a system/database backup, then schedule the production upgrade. The upgrade will consist of shutting down of the web service, swapping out the core version file, and restarting service.
Because eCourt is configurable, most changes to accommodate situations such as new legal requirements are accomplished by your system administrator and/or IT Staff. The changes are generally completed in a non-production system, tested, then transferred to the production with little to no impact on case processing. New feature/configuration change requests submitted to JTI will be pursuant to a Work Order.

Rolling back an update requires restoring from the software and database backup that was made immediately prior to the upgrade.
**Support Case Flow**

[Diagram of the Support Case Flow]

**Contact Information**
Support is available from 5:00 a.m. to 7:00 p.m. Mountain time, Monday through Friday, except for U.S. federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension.

- **Telephone:** 1-877-587-8927 ext. 6
- **Email:** Support@JournalTech.com
- **SupportWeb:** JournalTech.force.com

**Customer Support/Training Program**
The Continuing Education Program includes courses taught by implementation and development personnel, training guides, practical exercises, training videos, visits at customer sites and regular CJIS security awareness training.
Incident Response and Resolution Goals

Incident. An Incident is a disruption in the normal information flow or service with the software application. Each Incident will be classified in accordance with the below categories:

- **1-Critical:** Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System.

- **2-High:** Non-critical System failures: A fault that causes the System to not operate in accordance with Specifications, but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.

- **3-Medium:** Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information.

- **4-Low:** A minor fault causing the system not to operate in accordance with specifications, with no disruption to business activity. This category includes “Incidents” relating to environments other than production.

Incident Response and Resolution. CONTRACTOR shall respond to requests for technical support received via one of the standard methods of contact. CONTRACTOR shall provide a response and resolution based on the category of Incident within the time frames set forth below:

<table>
<thead>
<tr>
<th>Work Type</th>
<th>Category</th>
<th>Response Goal (via Telephone)</th>
<th>Response Goal (email, internet)</th>
<th>Resolution Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident</td>
<td>1-Critical</td>
<td>Immediate</td>
<td>4 business hours</td>
<td>ASAP, but no more than 48 hours upon verification of steps to reproduce issue</td>
</tr>
<tr>
<td>Incident</td>
<td>2-High</td>
<td>Immediate</td>
<td>4 business hours</td>
<td>ASAP, but no more than 60 days upon verification of steps to reproduce issue</td>
</tr>
<tr>
<td>Incident</td>
<td>3-Medium</td>
<td>Immediate</td>
<td>4 business hours</td>
<td>ASAP, but no more than 90 days upon verification of steps to reproduce issue</td>
</tr>
<tr>
<td>Incident</td>
<td>4-Low</td>
<td>Immediate</td>
<td>4 business hours</td>
<td>ASAP, but no more than 180 days upon verification of steps to reproduce issue</td>
</tr>
</tbody>
</table>
A response within goal is an acknowledgement that the CONTRACTOR has received the Incident Report. It does not mean that the Incident has been satisfied. Resolution Time does not include any time period(s) during which CONTRACTOR is waiting on information, clarification or task completion by CUSTOMER.

**Response and Resolution Times for the Period 7/1/2017 to 12/31/2017**

3,490 Cases solved

Median Response Time: 1.0 minute

Median Resolution Time: 0.3 hours

Average Call Answer Times = less than 10 seconds

<table>
<thead>
<tr>
<th>Priority</th>
<th>% Response Goals Met</th>
<th>% Resolution Goals Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>98%</td>
<td>98%</td>
</tr>
<tr>
<td>System Down</td>
<td>100%</td>
<td>90%</td>
</tr>
<tr>
<td>Critical</td>
<td>100%</td>
<td>81%</td>
</tr>
<tr>
<td>High</td>
<td>99%</td>
<td>95%</td>
</tr>
<tr>
<td>Medium</td>
<td>98%</td>
<td>95%</td>
</tr>
<tr>
<td>Low</td>
<td>92%</td>
<td>100%</td>
</tr>
</tbody>
</table>
Support Services Staff

Support Manager
Our Support Manager oversees all operations. He ensures the right staff is assigned to solve your case and monitors the progress of each case from his electronic case board. He also manages the training program for new employees and continuing education for current staff.

Account Managers
Your assigned Account Manager will already be familiar with your system since he works closely with the implementation team throughout your project. They see your cases on their electronic case board and monitor the progress via our internal database (JIRA). They provide up-to-date information about JTI, best practices, software maintenance, billing questions, and coordinate non-routine requests.

Support Consultants
Consultants answer and respond to phone calls, emails and Web Portal requests. They are responsible for case creation and tracking of all incidents and solving most incoming issues on the spot. They will help walk you through steps, troubleshoot problems, and provide all the information you need. When the problem is more complex, they ask for assistance from our Solution Architects. However, the primary responsibility for the case remains with the Consultant.

Solution Architects
Solution Architects are seasoned members of the support team with advanced technical and troubleshooting skills. They are an extension of the Los Angeles development department. They assist in solving escalated cases and identify when an issue is categorized as a defect or a configuration issue. They work with Development to fix any defect. In addition, they take an active role in training and coaching the support team.

Updates and Warranties
We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. Patches are released on an as-needed-basis for critical core fixes. The upgrades in versions are deployed as “war” files, which contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eCourt and do not affect any custom changes made for a particular client, so any configuration made by you will remain intact. Your IT staff will be trained to do the upgrades.

Because we lease eCourt, it is under continuous warranty.
Hardware/System Software/Architecture

eCourt can be on your servers or in the cloud.

Your servers
We have included an on-premise system configuration of hardware and system software that is scalable. The system includes fail-over application and database servers that allow uninterrupted access to eCourt if the primary servers are down. All can be virtualized using VMWare or equivalent.

Your IT department will want to determine the physical environment and network requirements for the widely used hardware and install the centralized hardware and system software. We can assist. The basic network requires a minimum 100MB to end-users and a 1G core switching.

Users only need a web browser (Internet Explorer 10+, Chrome, Firefox, etc.) to access eCourt and the Public Portals from desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system’s graphical user interface, including all screens and dashboards, is natively touch screen enabled. Baseline and standard configured screens will be available in < 1 second. Highly complex, configured screens with a lot of data can take 2-3 seconds.


eCourt supports twain compliant scanners such as Kodak i2800, as well as the Fujitsu fi-5530C, fi-5750C, and fi-6770 models.

We do not provide hardware and system software and its maintenance and support; it is the IT departments’ responsibility to provide, install, maintain and support the hardware and system software. We can assist with the installation.

The application includes built-in clustering capabilities and thus can be run on a cluster of machines. This type of setup handles single component hardware failures with automatic fail over. The recommended architecture described in the Architecture section is designed for such a clustered setup.

An identical configuration could be replicated at the secondary data center to handle widespread disaster at the primary production site. The administration documentation describes the necessary specifics for data replication. We do not mandate any specific technology for data replication to the secondary site.

The customer’s IT team is free to use any replication technology, including the replication capabilities of the database server software. The database server software also provides procedures for switching over to the secondary site database.
Assuming the database server is switched over, the switchover procedure consists of re-configuring the DNS server to make the site host name point to the IP address of the secondary data center. Such a switch is typically done manually by the customer IT team, but could also be automated based on specific criteria in customer policy. A typical switchover to the secondary site for eCourt should take less than 10 minutes.

We also recommend at minimum daily incremental backups of the production database. The backup capabilities of the database server software or any 3rd party backup software can be used for this purpose. An off-site backup is also necessary to insure against large scale disaster at the primary backup location.

Recommended backup and recovery procedures are to be determined by your network and infrastructure teams. We will assist.

**Hosted**

Your web-based system can be hosted by Amazon Web Services (“AWS”) which is one of the largest cloud hosting companies. AWS offers an environment specifically for government applications called GovCloud.

AWS GovCloud (US) is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). AWS GovCloud (US) is operated solely by employees who are vetted U.S. Citizens on U.S. soil, and root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment.

All the hosted data remains your property during and after the lifetime of the hosting contract. You may have access to it at any time, subject to appropriate security controls and procedures.

Snapshots and backups are conducted at regular intervals as specified by your Support Level Agreement (SLA) with us. Both data backups and server snapshots are “encrypted at rest” with FIPS 140-2 compliant encryption techniques. Hot or warm redundant servers are available and multiple, generational backup copies are maintained. Backup data is stored in geographically separated areas.

Disaster recovery is included in your hosted solution. Using state-of-the-art replication technology, your data is replicated to a redundant site. Replication happens on a trickle system keeping the recovery site aligned with the primary site almost to the second. With our hypervisor-based replication solution, we achieve Recovery Point Objective (RPO) in seconds, and Recovery Time Objective (RTO) in minutes.
We conduct quarterly third-party penetration and vulnerability tests on every hosted customer environment. Tests span discovery, exploitation, brute-forcing and reporting, providing advanced evasion and post-exploitation methods.

The connection to your location is established using a FIPS 140-2 compliant virtual private network (VPN). Your data is always encrypted to Federal standards while in route to or from the AWS GovCloud servers.

Similar capabilities are available from Microsoft Azure using their Microsoft Azure Government cloud computing platform.
Customer Hosted - Disaster Recovery

REMOTE OFFICE USERS

REMOTE USERS

FIPS 140-2

Customer Disaster Recovery Data Center

Disaster Recovery Application Zone
eCourt Zone

APPLICATION

APPLICATION SERVER

PRIMARY DATABASE

DATABASE STORAGE

DOCUMENT STORAGE

VPN

HTTPS

FIREWALL

FIREWALL

FIREWALL

PUBLIC PORTAL APPLICATION SERVER

FROM PRIMARY DATA CENTER

DMZ
Data Centers
Hardware/Software Manifest

- **APP01** - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux
  - Tomcat 8
  - Java 8
  - Terracotta

- **APP02** - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux
  - Tomcat 8
  - Java 8
  - Terracotta

- **APP03** - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
  - Ubuntu Linux
  - Tomcat 8
  - Java 8
  - Jasper

- **APP04** - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux
  - Apache or Nginx

- **APP05** - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux
  - Tomcat 8
  - Java 8

- **APP06** - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux
  - Apache or Nginx

- **DB01** - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition

- **DB02** - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition

- **ST01** - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data

- **ST02** - Database storage device with
  - 1 TB for DB

- **ST03** - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data
- ST04 - Database storage device with
  - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.*
System Configuration Features

The following features and benefits are achieved by following the JTI application system guidelines. Other configurations are possible, but we believe that this configuration provides the optimum balance of performance, redundancy and security.

Application

● A dedicated application server is available. Some configurations include two or more, load balanced, application servers.
● A dedicated database server is available. Using Microsoft SQL Enterprise version creates a high availability cluster environment with the fallback database server. Application and document storage is provided on a dedicated network storage device. The storage device provides replication services to the fallback storage device. JTI will work with you to estimate initial storage requirements. A typical starting point is 1TB of database storage and 1TB of document storage.
● Database storage is provided on a dedicated network storage device. This provides high performance and isolation from the document and application storage device. Database replication is provided by MS SQL Server software.

Security

● All user connections are via FIPS 140-2 VPN, internal LAN or secure WAN.
● All public connections are via HTTPS to a service portal in a DMZ.
● The internet facing customer portal is in a DMZ. Access is via a firewall protected connection.
● Remote JTI Support is available via secure VPN connection.
● In some environment a dedicated server may be included to ensure HIPAA compliance.

Disaster Recovery (Optional)

There are many strategies to implement disaster recovery and the selection depends on budget, availability of a backup data center, tolerance of down time, etc. This information is presented as one possible strategy and JTI will consult on other possible strategies during implementation of your system.

● Database data is replicated to the disaster recovery zone in real time.
● Document data is replicated to the disaster recovery zone in real time.
● Data is encrypted at rest.
● A disaster recovery application server is available.
● A disaster recovery database server is available. Using Microsoft SQL Enterprise version ensures that data on the disaster recovery server is only moments behind the production server.
● Failover to the disaster recovery environment is not automatic. Some intervention will be required to establish VPN connectivity to the disaster recovery zone. This may be set up in advance to minimize downtime.
User/Interface/Port Connections

- Internal users connect directly to the system, bypassing VPNs and firewalls
  - Network scanning and printing is available
- Remote users, clustered in an office, connect via VPN to achieve FIPS 140-2 compliance
  - Network scanning and printing is available
- Individual remote users connect via software VPN to achieve FIPS 140-2 compliance
  - Network scanning and printing is not available, but scanning too and printing from the local workstation is supported
- Communication protocols use standard ports and external interfaces generally do as well.

Training, Testing and Reporting

- A dedicated application server is available for training, testing and reporting
- A dedicated database server is available for training, testing and reporting
- The production database is replicated to the reporting database on a 24 hour basis

Public Portal

- A dedicated application server in a DMZ is available for the public portal.
- Connections to the portal server are encrypted via TLS.
**Workstation Hardware Configuration**

<table>
<thead>
<tr>
<th>Component</th>
<th>Minimum Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>1 @ 2.0 Ghz or faster</td>
</tr>
<tr>
<td>Hardware</td>
<td>Any</td>
</tr>
<tr>
<td>Memory</td>
<td>4 GB minimum</td>
</tr>
<tr>
<td>Monitor Size</td>
<td>Minimum resolution: 1600x1200</td>
</tr>
<tr>
<td>Video Card</td>
<td>Standard</td>
</tr>
<tr>
<td>Disc space</td>
<td>100 GB minimum</td>
</tr>
<tr>
<td>Network interface</td>
<td>Ethernet NIC</td>
</tr>
<tr>
<td>Operating system/version</td>
<td>Windows 7 or 8/8/1</td>
</tr>
<tr>
<td>Other required software and versions</td>
<td>Browser of your choice. Supported browsers IE 10+, Firefox, Chrome. Java Runtime Environment 7 for printing.</td>
</tr>
<tr>
<td>Third-party applications and versions, what they are used for</td>
<td>MS Word, Adobe (This is for viewing and generating documents in Word and PDF format).</td>
</tr>
</tbody>
</table>

**Interactive Voice Response (IVR)**

JTI products have the ability to seamlessly interface with third party IVR products. JTI works with our IVR partner, Heartland, to provide PCI compliant solutions that reduce the complexity and liability of handling credit card transactions on the phone.

Simple user access control can include a combination of case number, birthdate, driver's license number, pin, etc.

Typical uses of IVR include:

* Accessing appointment schedules
* Paying fees and fines
* Providing specific case information

**Bar Code Technology**

JTI products have the ability to automate and streamline document tagging and identification by using bar code identifiers. JTI programs work with most bar code readers and scanners to provide bar coded, work flow solutions.

Typical bar code uses include:

* Matching payment documents to cases
* Quickly pulling up case documents
* Automated scanning by interleaving documents
**Architecture**

*eCourt* is an n-tier, web-based application developed on Java Enterprise Edition (JEE) platform, an industry standard. A principle reason of choosing JEE is that it provides a superior match of cross-platform flexibility and performance relative to competing application environments. As a result, you can leverage your existing software investments.

The core design pattern of eCourt is the Model-View-Controller (MVC) pattern, a proven, established methodology of architecting enterprise web applications. MVC separates design concerns (data persistence and behavior, presentation, and control), decreasing code duplication, centralizing control, and making the application more easily modifiable.

The software architecture consists of the following components:

- **Application Layer**: See below for detailed description of the main Application architecture.
- **Client Layer**: This consists of the various web-enabled devices (desktop PC’s, notebooks, iPhones, PDAs, etc.), the browsers installed on them as well as any 3rd party applications installed on them. Since eCourt uses standard Javascript/AJAX throughout the application, the clients may use Internet Explorer, Firefox or Chrome on all workstations throughout the organization (including branch offices, etc.). We use current html versions and avoid the use of technologies like Flash which may introduce security vulnerabilities. In addition, On the other hand 3rd party applications can communicate with eCourt through the built-in Web Services APIs (see below).
- **Data Layer**: This includes the relational database (RDBMS) and the storage media supporting it. eCourt is database agnostic through the use of the Hibernate framework (details below). eCourt does not use triggers, cursors, stored procedures or any other database objects whose functionality may change across database platforms. eCourt employs a relational database model with referential integrity strictly enforced. eCourt indexes the baseline fields needed for general use. However, due to the configurable nature of eCourt, system administrators are free to create indexes on additional fields as they see fit.

**Application Layer Architecture**

The Application Layer is composed of many modules, such as the data access layer, customizable metadata, security, configurable screens and searches, workflow, business rules, conditions, cash receipts, assessment engine, calendaring, minutes, directory, reports, document management, dashboard, etc. Below is a brief description of some of the most important modules that make-up eCourt’s architectural back-bone.

- **Data Access** – The Data Access module is the lowest layer in the application and is in charge of handling all communication with the DBMS. eCourt uses the prominent open source Hibernate framework as the main method for query execution and persistence management. Hibernate manages the connection to the database and provides object relational persistence and query services. The use of Hibernate also ensures that eCourt is database agnostic – it can run on Microsoft SQL Server, Oracle or MySQL. Hibernate also provides other important performance benefits such as built-in entity and query caching.
- **Metadata** – Customizable Metadata is an abstract layer right above the Data Access layer and is in charge of providing information about all the entities in the system to other modules such as Screen Builder or the REST API. This module enables clients to extend eCourt baseline tables (entities) and add completely new fields, tables and relationships to the system without the need of additional development or eCourt upgrades. This functionality allows clients to exactly meet their present and future data requirements. All the features provided by other modules, such as the Screen Builder, the Searches or the REST API, are equally available for these custom entities as they are for built-in entities.

- **Security** – See below in the security section.

- **Screen Builder** – The Screen Builder is one of the most often used administrative tools in the system. It not only gives clients control of the data being displayed on case-management screens, but also provides functionality to display the data in different views and styles (columnar vs. tree, grouping, different colors and icons, etc).

- **Searches & Reports** - eCourt ad hoc reporting is done through its powerful configurable searches. eCourt searches are built using eCourt’s custom search builder. The search builder provides an easy to use user interface for constructing both the search criteria and search results. Building searches does not require database knowledge and can be done in real time. Users can save commonly used search criteria, these “saved searches” can be displayed on the user’s dashboards where they can be opened or run in one click. Each criteria field can be filtered using various operators, such as equals, greater than, less than, soundex, contains with wildcard support, and many more. Date differences, day of week, month, year, and other standard date functions are available when building criteria and results.

From the search results users can select multiple results then execute bulk operations, such as reschedule event, update cases, update addresses, adding of attorneys, etc. The user can easily sort the search results by clicking the column headers and pagination size of the results can be controlled user. Search results can also be exported in multiple formats, including: Excel, XML, CSV, PDF, and RTF.

eCourt searches can be made into drill down searches by grouping on various search results. When grouping various aggregate functions are available, for example: averages, counts, maximums, minimums, and summations. Result data can also be pivoted to more advanced layouts.

In cases where searches can provide the desired report, eCourt also has a built-in support for Jasper Reports and Crystal Reports engines. These engine makes it possible to design professional looking reports, then register the report in eCourt which can then be run against the live data or on the reporting database.

In addition to on the spot execution of reports and searches they both can be setup on a schedule (ex: weekly, monthly, annual, etc.). eCourt will automatically run these scheduled report / searches then the results will be emailed of posted on the appropriate user's dashboard.
- **Conditions & Business Rule Engine** – eCourt condition engine is a custom, forward chaining processor built using a “best practices” approach for processing production/inference rules. These types of rules are used to represent behaviors of the type IF condition THEN action. For example, “IF pending charges still exist, THEN the case cannot be disposed”. The key aspect of the business rule engine is that through a web administrative interface, clients can create and manage business rules in real-time without changing the underlying code.

  eCourt also contains a complete business rule engine. This engine allows for easy management of custom rules. eCourt includes standard business rules for automatic notice generation, automatic scheduling, official assignment, and many more. Users can modify these existing rules or create new rules using the user-friendly Groovy scripting language. Also, eCourt interface allows for rules to be executed in test / debug mode, for rapid development.

- **Workflow Engine** – eCourt’s workflow engine allows for the processing of business procedures or "workflows" during which information or tasks and documents are passed from one participant to another in a way that is governed by rules or procedures. The workflow processor has complete access to the business rule engine to carry out all automated functions. By design, the workflow engine can exist on separate, dedicated clustered servers to increase efficiency.

  In addition to access to data elements the workflow engine can provided document manipulation services such as automated signing and stamping of documents.

  eCourt also includes a workflow management console, which provides a complete view of all tasks inside a work queue and allows for modification to a single task or multiple tasks at once. Each work queue management screen contains a summary at the top of the page that details all open tasks for the queue along with the following: number of high priority tasks, number of unassigned tasks, number completed today, number received today, number past due, number due today, number due tomorrow, number due in two to three days, the number of tasks aged fifty to seventy-five percent, number of tasks aged over seventy-five percent, and how the queue is performing compared to the pre-configured tolerance levels. The statistics are provided for the entire work queue and also broken down by individual participating in the queue.

- **Web Services and API** – See Integration.

- **Dashboard** - The dashboard consists of multiple gadgets. Each user in the system can choose what gadget they wish to display on their dashboard and how they are organized. The gadgets can be organized in several layouts. eCourt also has built in user based color schemes, enabling each user to choose look and feel they are most comfortable with. Gadgets can be rearranged by simply dragging them into position. Some of the currently supported gadgets are: saved searches, assigned cases, upcoming events, recent cases, embedded reports, work flow assignments, agency news, recently archived reports, embedded calendar, notepad, etc.

  eCourt dashboard is complete implementation of java portlet specification (JSR-168). The
dashboard implementation based on an open standard allows for rapid development of future gadgets and allows for clients to extend eCourt’s dashboard and develop their own gadgets.

Virtualization
On the server side, eCourt can run on bare hardware, as well as inside Virtual Machines, such as VMWare or Microsoft HyperV. eCourt could also be fully hosted on the cloud such as Amazon’s AWS.

On the client side, since the main requirement is a simple web browser such as Internet Explorer or Chrome, the users’ Desktop environments could be virtualized in to fit the agency’s IT infrastructure. No additional client server is typically required for eCourt.

Integration with Other Systems
The ability to effectively exchange information between information systems is critical to the success of integrated justice information systems (IJIS). In older systems, APIs would be hard-coded for each integration point. This means every time the agency needed to send data to another justice agency these integration points would have to be hard coded. These hard-coded information exchanges are normally very expensive to develop and maintain and cannot be readily adapted to meet new requirements for information sharing including the ability to handle new information exchanges or to adapt to new standards.

eCourt uses an Enterprise Service Bus (ESB) to manage and monitor data exchange between systems using their native APIs. An ESB is fundamentally an architecture. It is a set of rules and principles for integrating numerous applications together over a bus-like infrastructure. The core concept of the ESB architecture is that you integrate different applications by putting a communication bus between them and then enable each application to talk to the bus using a common, pre-agreed upon language. This decouples systems from each other, allowing them to communicate without dependency on or knowledge of other systems on the bus.

eCourt's API utilizes the configurability of our Metadata layer and the Form Builder to allow dynamic API calls. With our configurable API, systems administrators can configure a brand-new data hierarchy and make it available to other departments when unique interface requirements arise. So instead of waiting weeks (sometimes months) for new API functions to be hard coded into the system, these functions can be rapidly prototyped, tested, and deployed without any new code.

- The eCourt API is implemented using a standard SOAP based HTTP communication which allows third party systems to communicate with eCourt in a generic XML format. It eliminates the need for third party systems to understand eCourt's Java backend. The WSF complies with SOAP 1.1, and WSDL 1.1 (Web Service Description Language), and WS-I Basic Profile v1.1 specifications. A complete REST API is also available.
- While the web services framework is robust and efficient in dealing with third party integration, Journal Technologies will meet with administrators to provide an alternative to systems that cannot work with web services protocols such as interfaces to an IVR system. Journal Technologies will likely provide a library of eCourt functions available for C.R.U.D. (C - Create, R - Retrieve, U - Update, D - Delete) utilities dealing with entities
and data in eCourt. This hard-coded API can be consumed in either its Java format (jar files), in other Java systems, or by non-Java based systems such as .NET or VB6 by creating a JAVA-COM bridge which allows .NET developers to utilize the eCourt functionalities straight into their code.

- eCourt's workflow engine supports the configuration of triggers (such as the entry of a disposition on a case, a request for a bench warrant, or the entry of a probation violation) that can initiate an information exchange with another information system. Triggers can be conditioned to ensure that the information exchange occurs only under specific circumstances and the information exchanges can either be directly sent to the other information system or routed to a queue where they can be manually reviewed before being released.

- The full slate of business rules and validations are available to all transactions as if they were screens from within eCourt itself. Open and Loosely Coupled Database - eCourt utilizes an open source module called "Hibernate" as the main method for query execution and persistence management. Hibernate is a high performance object/relational persistence and query service for Java. Hibernate manages the connection to the database keeping eCourt portable to all SQL databases. Although we generally propose Microsoft SQL Server, you can use any major JDBC-compliant database platform (Oracle, MySQL, etc.). For more information about Hibernate, go to http://www.hibernate.org.

eCourt is also compatible with the Citrix network, Microsoft Active Directory and LDAP.

**Security**

eCourt has constructed a sophisticated security paradigm based on the Spring Security Framework (http://www.springsource.org/spring-security). This approach allows administrators to design their own flexible operational hierarchies of security levels using criteria such as agency, case type, role, etc.

All application objects (system functions or tasks, cases, business rules, forms, reports, etc) are passed through a security audit to check user privileges before proceeding with a transaction. Additionally, eCourt allows for a number of sensitivity settings for case data including private, sealed confidential, and medically sensitive. Other points concerning security:

- eCourt supports multiple methods of authentication, including Microsoft Active Directory and LDAP, Single Sign-On, OAuth2. eCourt also supports Remember-Me authentication, which allows the user to forgo the login prompt for a period of time when logging into eCourt. Two-factor authentication is also supported.
- Multiple configurable password policies are supported, such as expiring passwords after [n] days, not allowing password reuse, minimum length and other strength measurements of passwords, etc. Password resetting is done through configurable secret questions. Passwords are never sent through email or any other means; they are only reset based on one-time tokens.
- An administrator defined timeout period can optionally cause the system to disconnect users who have been inactive for a set period of time.
eCourt validates that web application inputs to prevent against SQL injection or cross-site scripting attacks.

The following concepts are used in eCourt's security:

User: A user is anyone who has access to the system. Users are authorized to perform tasks based on the group they belong to. Additionally, Access Control Lists (ACLs) can be used to grant special permissions to individual users.

Group: Groups are collections of users. Every user must belong to a group but cannot belong to more than one group. All rights (“Authorizations”) to perform tasks are set at the group level. However, users of a group may not always have the exact same permissions to a resource because ACL entries may give them special permissions.

Authority: Authorities are defined by the system administrator and determine the access rights to resources (such as URLs, Tasks, Forms, etc.). Then groups are granted authorities. Each group can have multiple authorities granted to them.

Seals: Cases or documents can be sealed by inserting a seal record into the case or document. In addition to permanent seals, eCourt supports sealing for a limited period of time by setting their start and finish dates.

The agency administrator can add permission to access sealed cases and documents to an existing authority or to an authority specifically created for this purpose. Then that authority can be granted to a user (through the user's group). Users with such authority can access sealed cases and documents.

Access Control List (ACL): ACLs are used for handling instance (or record) level security. Each secured object in the system may have an ACL. Objects can inherit ACLs from their parent objects (e.g. a Sentence can inherit ACLs from its parent Charge).

Security Rules: In cases where special security requirements cannot be satisfied with the built-in security methods, eCourt provides hooks for writing custom business rules granting or denying access for specific situations.

Access Levels: Access levels are another way to handle instance (or record) security and might be easier to configure and use than ACLs. Each authority in the system can be configured with an access level from 0 to 50. Each secured object can also be assigned a security level from 0 to 50. eCourt will then check and prevent access to an object if the user has no authority with high enough access level for the corresponding object.

URL security: eCourt also allows securing any page in the system based on its URL. This is perhaps the easiest way to configure security to prevent unauthorized access to certain areas of the application. For example, it can be used to prevent non-administrator users from ever getting to administrative pages.
A key part of any security implementation is the prevention of malware infiltration. eCourt functions with all standard anti-virus or anti-malware programs.

Encryption

- **Communication** – To ensure full end-to-end encryption of all communication between eCourt and the clients (either users’ workstations or 3rd party applications), eCourt should be run under https. It is our strong recommendation to run eCourt with only with https protocol enabled. The eCourt Installation Manual provides detailed step-by-step instructions on how to correctly configure the TLS/https settings for eCourt.

- **Passwords** – To ensure that passwords will not be lost even in the event of a data breach, eCourt saves the user passwords in the database using the strong BCrypt hash algorithm. This algorithm incorporates additional features (such as built-in salt and variable number of rounds) that makes it resistant to brute-force attacks.

- **Other Secrets** – To provide interoperability with external services such as Microsoft Exchange or Google Calendar, eCourt allows the users to save their passwords for these system as part of their user profile in eCourt. These passwords are encrypted in the database using the standard PBEWithMD5AndDES algorithm. The master password for this encryption algorithm can be saved in a protected storage provided by the host operating system. The master password can also be rotated periodically by the system administrator to provide additional safety for these saved secrets.

- **Encryption for data at rest** – eCourt can encrypt specific database columns on demand. However eCourt itself does not provide ways to encrypt the entire database. The vendor of the DBMS can provide options for encrypting the entire database or the database can use disks encrypted by the host operating system.

- **Encryption of documents** – When using eCourt’s built-in Document Management System, the actual document files are stored on the filesystem. eCourt does not currently encrypt individual documents. If document encryption is necessary, the document storage can be configured to use a disk or folder that is encrypted by the host operating system.

Auditing, Monitoring, Logging

**Audit Logs and Version Tables**: The audit-logging feature in eCourt is an essential part of the administration of the system. eCourt provides full audit-logging capabilities for all the domain objects. The database contains version tables for each entity, where the modification of the data (“Create”, “Update”, and “Delete”) is recorded. This includes information about the user, the time, the action that was performed (“Create”, “Update”, “Delete”), the name and the record number of the affected entity, the IP number of the client browser, etc. Additionally, these changes are grouped by database transactions, that they were part of. The version tables are useful not only for auditing purposes, but also for recovering accidentally changed or deleted information.

**Application Logs**: As part of normal operations eCourt writes lots of log messages (error, debug, info, and warning) into log files. The log files are important for troubleshooting issues that are not easy to reproduce. The log files are restricted in size and in number, and are automatically rotated by eCourt. These ensures that there will be enough information in the log files when needed and also allows controlling the amount of space the log files will take on the disk. Similarly, the application also generates access log files, that contain information about the time and the duration of access as well as the resource accessed.
eCourt also logs and keeps track of other metrics during normal operations. For example all searches, reports, business rule executions are logged into appropriate database tables, including detailed timing information. This type of logging is useful both for auditing, but also for finding out slow running searches, reports or rules, and give us the opportunity to optimize them. They also provide a good way of detecting system performance regressions over time or from version-to-version.

**Monitoring:** eCourt has built-in tools for self-monitoring, such as system memory or CPU use. However, it's typically better to use 3rd party tools for monitoring the system externally, as they provide a more independent view of the system. There is a vast selection of 3rd party tools – both free and commercial - to monitor a standard Java web application running under the standard Tomcat application server. All of these tools can be directly used with eCourt. We are also working with independent vendors that can provide monitoring both for our cloud solutions as well as customers who are hosting on their own.
REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: Journal Technologies, Inc.

Contact Names: Sales/Customer Service

Maryjoe Rodriguez, Administrator

Address: 915 E 1st Street, Los Angeles, CA 90012

Phone: (213) 229-5402 Email(s): maryjoe_rodriguez@dailyjournal.com

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

By: Maryjoe Rodriguez

Signature of Authorized Agent

6/29/18

Date

Administrator

Typed/Printed Name of Agent

Title of Agent

FEIN 87-0626854

maryjoe_rodriguez@dailyjournal.com

Agent email

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

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

We prefer check.

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

Page #:_____ Item # or Section:________________________

Variance: See Tab 7 for Clarifications/Exceptions.

Page #:_____ Item # or Section:________________________
SUBMITTAL INSTRUCTIONS:
Proposals shall be submitted in the order listed below with each section clearly identified.

☑ Submit ON-LINE
☑ Cover & Executive Summary.
☑ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
☑ Details of Proposal – Proposed products & services, implementation timeline and warranties.
☑ Completed City Submittal Forms including this sheet and all other attachments specifically requested.
☑ Pricing – All fee and costs associated with the proposal.
☑ A detailed software features/functions matrix should be included which lists software features and functions determined to be necessary to accomplish the work of this project. The matrix shall include, but not be limited to, the Tasks listed within the RFP scope of work.
☑ Performance Measures per Special Conditions when applicable.
☑ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page. See Tab 7.
☑ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
☑ Please initial to acknowledge Addenda, if any, have been considered in your proposal:
   #1 ☑   #2 ☑   #3 ☑

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

See Tab 2.

SOFTWARE LICENSING COSTS: Please use this format to provide software and annual maintenance costs for the proposed software.

See Tab 6.
Cost Proposal Overview

<table>
<thead>
<tr>
<th>Professional services, including expenses</th>
<th>One-Time Cost</th>
<th>Annual License and Maintenance Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation services</td>
<td>$150</td>
<td></td>
</tr>
<tr>
<td>Data Conversion (Notes)</td>
<td>25</td>
<td>$60</td>
</tr>
<tr>
<td>Interfaces (Notes)</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>Licenses, maintenance, upgrades and support</td>
<td>$250</td>
<td>$60</td>
</tr>
<tr>
<td>Hosting fees</td>
<td></td>
<td>$40</td>
</tr>
</tbody>
</table>

Jury Management – (Licenses - $26,000; implementation - $15,000; annual maintenance - $7,000; hardware - $2,000)

Notes

Since governments normally have limited capital budgets, we lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows the court to plan for growth in a cost conscious way and provides reinforcement and incentives in a “succeed-or-lose” environment for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, the court pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. Because we lease eCourt, it is under continuous warranty.

There are no upfront, one-time license fees or implementation progress payments. The annual eCourt license and maintenance fees and the professional service fees to date are due just before the rollout. Because eCourt is configurable, there should be no customization required, except for the interfaces.

The minimum annual fees for up to 100 user licenses is $89,000 and $50,000 for annual hosting fees, respectively. However, we have reduced the annual fees to $60,000 and $40,000 for annual hosting fees for up to 65 users to encourage you to select eCourt. If the number of those court users increases above 65, the annual eCourt user license fees, including an annual CPI adjustment, will be adjusted pursuant to a Pricing Schedule.

If the court and prosecutor decide to share a single eCourt instance, the prosecutor may add its licenses, up to the 65, at no additional cost; there will be an additional one-time implementation fee of $100,000 - $120,000 depending on the conversion and interfaces, if any. The prosecutor
may also install eProsecutor as a separate instance for an annual license fee of $50,000, plus hosting fees of $40,000, and the one-time implementation fees.

Training will be integrated into all facets of configuration and implementation. Training begins day one. You will be able to configure eCourt when your business processes change. We have an unlimited budget for implementation training and we will train until you want no more.

There must be significant involvement from your IT personnel during the legacy court system conversion and interfaces listed below. Since your IT department will become familiar with eCourt’s API, you will be able to create and maintain interfaces. We will include the following interfaces:

- CO DMV
- Niche Police RMS
- City’s Finance System
- eProsecutor integration (optional)
- Brazos eCitation
- InFax
- Collections

We will assume that your IT department will transfer the legacy data to a common database system provided by your IT department from which we will insert it into eCourt. Your team will assist with the conversion mapping, and we will use our conversion tools to then move the data into eCourt. While doing your conversion testing, you may need to scrub or clean data in the source database after running each iteration of the conversion.

We have provided the hardware and system software specifications. Government agencies can purchase/lease equipment, especially the recommended standard hardware, at significant discounts. Consequently, you should use your costs of any additional equipment and system software you need in the planning process. We do not provide hardware and its maintenance and support. We have also included our estimated annual hosting fee of $40,000 for Amazon GovCloud to provide a ballpark estimate, but it does not totally consider the type of hosting, including disaster recovery requirements, and large storage requirements. This estimate includes 1TB of database storage and 1TB of document storage with each additional TB costing about $4,000 annually. You can also use Microsoft’s Azure.

There are no software escrow fees; see Software Escrow Agreement. We have prepared our proposal on the assumption that the City is exempt from federal excise taxes and is not subject to any Colorado or local sales or use taxes.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. The current hourly rate is $175. However, because eCourt is configurable, the IT department and power users will be able to make most changes.

Electronic Filing Fees - All Case Types

eFiling Fees are paid directly by members of the public utilizing the eCourt System, as applicable. Maximum pricing for filing using the JTI User Interface (UI) $5.00/filing (unlimited
documents per filing). JTI may not increase the eFiling Fees without the Court’s express written consent.

General eFiling Pricing Notes:

- There are no additional charges for Electronic Service (“eService”) when combined with a filing.
- A filing must only contain documents for a single case.
- There are no additional charges for other case types such as complex litigation cases.
- A credit card fee of 2.75% is passed on to the filer unless alternate forms of payment are established. For the limited purpose of collecting the Court filing fees associated with any eFiling transaction, the Court designates Contractor as the Court’s agent. There is no fee for ACH fund transfers.
- There are no transaction charges for fee waiver cases and govt. agency exemptions

ePay-it

a. JTI’s charges for processing electronic payments made to the agency, including but not limited to payments made using the ePay-it system, and including but not limited to the payment of fees, fines, penalties, assessments and any other agency-ordered debt, will be as follows. These payments can be borne totally by the public or partially offset by the agency. Many agencies absorb the credit card fees and have the public pay the fixed fee.
   i. Payments in full - JTI will charge a fixed fee of $5.95 per transaction;
   ii. Partial payments - JTI will charge a fixed fee of $2.95 per transaction.

b. On transactions paid via credit card JTI may charge an additional fee of 2.75% of the total amount paid in each transaction. These fees may be absorbed directly by the agency and paid upon invoice from JTI to the agency if requested by the agency.

c. JTI will provide a weekly ACH transfer of funds at no additional charge.
SOFTWARE LICENSING COSTS: Please use this format to provide software and annual maintenance costs for the proposed software.

Software License, Maintenance and Support Costs

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 65 users</td>
<td>eCourt License, Maintenance and Support fees</td>
<td>$60,000*</td>
<td>$60,000</td>
<td>Lease</td>
</tr>
</tbody>
</table>

Please specify the software license type (per seat, concurrent user, server null, etc.)

Maintenance Costs

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maintenance costs are included above.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* See Cost Proposal Overview. Annual costs adjusted by changes in the number of users and the CPI. This excludes annual hosting costs (optional) and Jury Systems’ annual license and maintenance costs.
Clarifications/Exceptions

We have identified certain requirements in the Request for Proposal and related documentation that our legal counsel believes require clarification or, in some cases, modification. Below is a list of these items, with explanations of our concerns and proposed alternatives. The comments and limitations in any section hereof is intended to qualify other sections of the RFP and related documentation to the extent it is apparent from a reading of the comment or limitation that such clarification or exception is applicable to such other sections. In addition, JTI’s standard (i) Professional Services Agreement, (ii) Software License, Maintenance and Support Agreement, and (iii) Software Source Code Agreement have been included with JTI’s proposal. JTI notes that these agreements were specifically designed for the implementation of case management systems and would request their use.

GENERAL TERMS AND CONDITIONS

Page 2, Item 1 – Payments to Constitute Current Expenditures: JTI understands that financial obligations of the City are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council. JTI would like to clarify that, in the event that the Contract is terminated due to the lack of funding, JTI will nonetheless be paid for all work and services performed or delivered in a reasonably satisfactory manner prior to termination, whether or not completed or accepted.

Page 2, Item 2 – Taxes: JTI agrees that it will be responsible for payment of taxes on its income, but would like to clarify that all sales and similar taxes, if any, levied on account of payments to JTI are the responsibility of the City.

Page 2, Item 4 – Indemnification: JTI understands the importance of the indemnification provision and is willing to indemnify the City from claims that are caused by the negligent and/or willful misconduct of JTI, its officers, employees, agents, representatives, or subcontractors. To the extent that the indemnification provision purports to extend JTI’s indemnification obligations beyond this level, JTI objects. In addition, if JTI is undertaking the cost of defending the City from claims, JTI believes that it should have the right to control the defense of such claims.

Page 2, Item 7 – Ownership of Work Product: JTI would like to make clear that while the City will own all custom work product specifically developed under the contract, the City will not own any of JTI’s pre-existing or independently developed proprietary materials, which will be licensed to the City pursuant to a software license agreement. Additionally, just as the City will benefit from the efficiencies and expertise gained from JTI’s prior work for other customers, JTI requests a perpetual, non-exclusive license back from the City permitting JTI to use, reproduce, modify, and distribute such custom work product and intellectual property for the purpose of incorporating such work product into products prepared for other customers.

Page 3, Item 11 – Subcontracting: From time to time, JTI will engage consultants as regular staff enhancements who prefer to provide services as independent contractors rather than as employees. Accordingly, JTI requests that the City approve in advance JTI’s use of any such consultants who, individually or through small companies, act as regular staff enhancements. JTI accepts that JTI
will be responsible for all subcontractors performing services pursuant to any agreement with the City.

Page 3, Item 14 – Right to Terminate: In light of the substantial resources that JTI will devote to the project, JTI proposes that the City give at least thirty (30) days’ prior written notice before terminating the Contract. In addition, in the event of termination of the Contract, JTI would like to clarify that it will be paid for all deliverables delivered and work and services rendered in a reasonably satisfactory manner, in each case, prior to such termination, including work in progress, and not only for the goods and services that have been delivered and accepted prior to termination—.

Page 4, Item 17 – Governing Law and Venue: JTI proposes that any disputes be subject to arbitration so as to avoid the inherent conflicts of litigation in the local courts of Jefferson County, as well as to save money, time and other resources. Accordingly, JTI proposes replacing the venue provision with a standard arbitration provision.

Page 4, Item 19 – Binding Arbitration Prohibited: JTI proposes deleting this section.

**SPECIAL TERMS AND CONDITIONS**

Page 4, Item 1 – Prices Fixed and Firm for the Term of the Contract: All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any and all renewals. However, JTI would like to clarify that fixed fee amounts for the services to be performed and the licenses to be provided must, at a minimum, be subject to contingencies such as additional users, changes in the consumer price index (CPI), and subsequent statements of work entered into between the parties. The pricing information contained with JTI’s bid response details the annual CPI adjustment and total license fee adjustments for additional users with respect to software license fees, as well as the current rate that JTI charges for additional services that may be requested by the City outside the contract that would be handled pursuant to a subsequent statement of work entered into between the parties on mutually acceptable terms.

Page 4, Item 2 – Option to Renew for Subsequent Years: The immediately preceding exception is hereby incorporated by reference.

Page 5, Item 10 – Conditions of Materials and Packaging: JTI would like to clarify that the City will have reasonable discretion to determine, after implementation and testing, that the software is acceptable and is ready for Go-Live. By acceptance, the City will have agreed that JTI has met the specifications contained in the contract. In addition, JTI does not agree to a return of any products provided under the contract for “full credit”.

**INSURANCE REQUIREMENTS**

Page 6, Item 3 – Automobile Liability: JTI notes that it does not have any owned automobiles, and accordingly JTI’s automobile policy does not cover owned vehicles.
ADMINISTRATIVE INFORMATION

Page 7, Item 4 – Rejection of Offers: JTI has prepared its bid on an all or none basis in order to minimize total costs, therefore its proposal does not reflect the terms on which JTI would be willing to perform a portion of the work specified in the RFP. Accordingly, the terms of JTI’s submitted proposal are offered only for the entire award. If the City would like to make the award on a partial basis, then JTI would consider preparing an alternative proposal.

SECURITY ASSURANCES

6. JTI proposes that this section should be amended as follows-Contractor shall notify Arvada within seventy-two (72) hours of any breach of security (whether physical, data, or network) that results in the unauthorized access to Client Data.
Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “Journal Technologies”), and _______________________ (hereinafter “Client”), is made as of the date executed by both Journal Technologies and Client (the “Effective Date”).

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Deliverable(s) means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 Go Live has the meaning ascribed to such term in the License Agreement.

1.3 License Agreement means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4 Licensed Software has the meaning ascribed to such term in the License Agreement.

1.5 Project means each project undertaken by Journal Technologies under Section 2 (“Services”) pursuant to a Statement of Work.

1.6 Service Fees means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.7 Services means those services provided by Journal Technologies to Client under Section 2 (“Services”) of this Agreement.

1.8 Statement of Work means a statement of work, prepared and executed pursuant to the provisions of Section 2 (“Services”) of this Agreement.
2. SERVICES

2.1 Projects. Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2 Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or Exhibit A hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Procedure for Agreement upon Statements of Work.

2.3.1 Statement of Work. Upon Client’s receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2 Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.3.3 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4 Journal Technologies’ Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or
code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.5 **Status Reporting.** Journal Technologies will provide reasonable status reports to Client upon request.

2.6 **Status Meetings.** If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.7 **Record Keeping and Inspection.** Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies’ charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies’ main office and during Journal Technologies’ normal business hours.

2.8 **Go Live.** Upon the occurrence of each Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.9 **Ownership of Product of Services.** Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein, provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client’s internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement.

3. **WARRANTIES**

3.1 **Services Warranties.** Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies’ employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 **Warranty of Law.** Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the “Legal Warranty”). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and
expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies’ normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for implementation Services for the Licensed Software shall become due and payable upon the final Go Live of the Licensed Software for such Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES’ TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6. CONFIDENTIALITY

6.1 Client’s Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary
information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2 Journal Technologies’ Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 (“Confidentiality”), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 (“Confidentiality”) shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 (“Term and Termination”).
7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of amounts due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies’ fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 (“Confidentiality”) shall survive the termination of this Agreement.

8. GENERAL
8.1 **Waiver, Amendment or Modification.** The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 **Notice.** All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:

Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To Client:
Name
Address
Address
Attention:

8.3 **No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 **Successors and Assigns.** Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of
corporate control, merger, sale of substantially all of a party’s assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 **Dispute Resolution.** Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 **Initial Resolution by Meeting.** The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 **Mediation.** If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 **Arbitration.** Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 **Control of Defense.** All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party’s receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party’s reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications
failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 **Governing Law.** The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.9 **Independent Contractor.** Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client’s personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker’s compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.10 **Severability.** In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.11 **Counterparts.** This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC.:

By: ________________________________ Date: _____________
Printed Name and Title: ___________________________________________________

____________________________:

By: ________________________________ Date: _____________
Printed Name and Title: ___________________________________________________
EXHIBIT A

PRICING PROPOSAL

[See attached.]
Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this “Agreement”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “Licensor”), and _______________________________ (hereinafter “Licensee”), is made as of the date executed by both Licensor and Licensee (the “Effective Date”). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Application Administrator is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 Customer Data means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 Documentation includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 Go Live means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee’s production environment.

1.5 Licensed Software means the proprietary computer software program or programs identified in Exhibit A (“LICENSE, MAINTENANCE AND SUPPORT FEES”), together with all related Documentation.

1.6 License, Maintenance and Support Fees means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 Loss Event Expenses means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
(3) unauthorized access to or acquisition of Customer Data;
(4) a loss of Customer Data;
(5) a ransom or cyber extortion demand involving Customer Data;
(6) misuse of Customer Data; or
(7) an actual or alleged failure to:

(a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
(b) take appropriate steps to ensure the accuracy of Customer Data;
(c) adequately minimize the collection, processing, use, or retention of Customer Data; or
(d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 Maintenance means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 Professional Services Agreement means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 Support means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 Use or Using means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 User means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general
public (including litigants and their attorneys, reporters and interested citizens, but not
government employees or contractors who are performing their jobs), or a computer
terminal or computer system used by such a person, accessing the Licensed Software at
any given time for any reason through its public portal (including to file documents
electronically or to view information already in or accessible through the Licensed
Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor
grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-
transferable, personal license to install and Use the Licensed Software; provided, however,
that Licensee’s rights with respect to the Licensed Software are at all times and in all
respects subject to the terms and conditions of this Agreement. Licensee’s authorized
Users may Use the Licensed Software only during the License Term and only so long as
Licensee has paid the required License, Maintenance and Support Fees for such Users and
is not otherwise in default under this Agreement. This license includes the right to make
one copy of the Licensed Software in machine-readable form solely for Licensee’s back-up
purposes. The Licensed Software is the proprietary information and a trade secret of
Licensor and this Agreement grants Licensee no title or rights of ownership in the
Licensed Software. The Licensed Software is being licensed and not sold to the Licensee.
The Licensed Software is protected by United States copyright laws and international
copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of
initial Go Live; provided that the License, Maintenance and Support Fees for the first year
of the License Term for any Users that will Use the Licensed Software as of or
immediately following such Go Live must have been received prior to such date (and the
license file shall not be delivered, and the License Term shall not begin, until such License,
Maintenance and Support Fees have been received by Licensor). The License Term shall
continue until the fifth anniversary of the date of final Go Live, and shall thereafter
automatically renew for successive one-year periods (the “License Term”), unless
Licensee elects to not renew the License Term upon written notice to Licensor given not
less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. Licensee shall make
payment of the License, Maintenance and Support Fees to Licensor based on the number
of Users and calculated in accordance with Exhibit A, in advance of each applicable year
of the License Term, including each year of the original License Term and each one-year
extension; provided that the License, Maintenance and Support Fees for the first year of
the License Term must be paid prior to initial Go Live in accordance with the proviso set
forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to
increase in accordance with Exhibit A. Licensee may increase the number of Users at any
time upon written notice to Licensor, which shall be promptly followed by payment
reflecting the increased License, Maintenance and Support Fees, calculated according to
Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 (“Licensor’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensor to provided hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit D (“HOSTED SERVICES”) and to the payment of the requisite hosting fees set forth therein. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit D to this Agreement upon Licensee’s request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.
3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Licensor using the Licensed Software’s application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as “Critical” (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software’s database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit C (“SYSTEM REQUIREMENTS”). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee’s operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.
3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 Licensee must provide Licensor’s support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 (“Conditions to Receive Support”) above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days’ notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the “Legal Warranty”). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as
long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM. MOREOVER, IN NO EVENT SHALL LICENSOR’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF EXHIBIT D OR THE HOSTED SERVICE PROVIDED FOR THEREIN EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF HOSTING FEES PAID HEREUNDER TO LICENSOR FOR THE PRIOR TWELVE MONTHS OF THE HOSTING TERM.

6. CONFIDENTIALITY

6.1 Licensee’s Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it
shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 **Licensor’s Responsibilities.** Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor’s support personnel from accessing Licensee’s Customer Data for purposes of investigating or resolving a Support request.

6.3 **Confidentiality Breach.** In the event a party breaches any of its obligations under this Section 6 (“Confidentiality”), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 **Exclusions.** The provisions of this Section 6 (“Confidentiality”) shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. **TERM AND TERMINATION**

7.1 **Term.** The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 (“Term and Termination”).

7.2 **Termination by Licensor.**
7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 (“Confidentiality”) shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To Licensee: Name
Address
Address
Attention:

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party’s assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:
8.5.1 **Initial Resolution by Meeting.** The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 **Mediation.** If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 **Arbitration.** Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 **Control of Defense.** All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party’s receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party’s reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 **Governing Law.** The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.
8.9 **Severability.** In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 **Counterparts.** This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: ________________________________ Date: ____________
Printed Name and Title: ________________________________________________

By: ________________________________ Date: ____________
Printed Name and Title: ________________________________________________
EXHIBIT A
LICENSE, MAINTENANCE AND SUPPORT FEES

[See attached.]
EXHIBIT B
SOURCE CODE ESCROW AGREEMENT

[See attached.]
EXHIBIT C
MINIMUM SYSTEM REQUIREMENTS*

[See attached.]

* These specifications are based on Licensor’s preliminary assessment of Licensee’s system and requirements based on the initial information provided by Licensee, but may be updated by Licensor if the preliminary information or assessment changes.
EXHIBIT D
HOSTED SERVICES

[To be attached if hosted services requested by Licensee.]
IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe. Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
  - Complete client service
  - Fees Locked For the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

Questions? Please call (800) 239-3989 or Live Online Support at www.innovasafe.com
California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"Beneficiary" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"Beneficiary Enrollment Form" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"Designated Beneficiary" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"Description of Escrow Deposit" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"Escrow Deposit" or "Deposit" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"License Agreement" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"Replacement" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"Software" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"Source Code" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"Update" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c)
Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe’s SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet.

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail (“email”) to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe’s acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and
a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a “Release Condition”): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has breached a material obligation under the License Agreement for which the License Agreement provides for the release of the Deposit to Beneficiary as a remedy, and such breach has not been cured by Depositor as provided in the License Agreement; (d) Depositor’s duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the “Notice of Release Request”); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the “Contrary Instructions”); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary; or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n),
as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of ___________ from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least
forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and usable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION
8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative (“Designated Representative”) identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification:

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively “InnovaSafe”) from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively “Liabilities”), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, “Expenses”) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, “Actions”), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor
and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 **Mediation and Arbitration:** (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) **Disclaimer of Warranties:** InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) **Limitations of Claims and Consequential Damages Limitation:** (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) **Limitation of Liability:** In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) **Proceedings:** If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a “Proceeding”) then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with...
prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the “Change of Status” form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Gerald Salzman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
<tr>
<td>Street address:</td>
<td>915 E. 1st. St.</td>
</tr>
<tr>
<td>City, State, Postal Code</td>
<td>Los Angeles, CA 90012</td>
</tr>
<tr>
<td>Country:</td>
<td>USA</td>
</tr>
<tr>
<td>Phone:</td>
<td>213-229-5300</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>213-229-5481</td>
</tr>
<tr>
<td>Email:</td>
<td>c/o <a href="mailto:claudia_nading@dailyjournal.com">claudia_nading@dailyjournal.com</a></td>
</tr>
<tr>
<td>Purchase Order (if applicable):</td>
<td>NA</td>
</tr>
</tbody>
</table>

INNOVASAFE, INC.

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or
obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys’ Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party’s reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.
11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR
BY: ______________________
Signature
Name: ______________________
Title: ______________________
Date: ______________________

INNOVASEF.
BY: ______________________
Signature
Name: ______________________
Title: ______________________
Date: ______________________
EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVSAFE ACCOUNT # 2738

THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVSAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVSAFE CORPORATE OFFICES LOCATED AT:
28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Deposit Details

<table>
<thead>
<tr>
<th>Media Type (CD, DVD, DAT etc…):</th>
<th>Indicate hardware used to create deposit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Media:</td>
<td>Indicate operating systems used:</td>
</tr>
<tr>
<td>Copies (1 or 2):</td>
<td>Indicate backup command/software used:</td>
</tr>
<tr>
<td>Product(s) Name:</td>
<td>Indicate software compression used:</td>
</tr>
<tr>
<td>Product Version:</td>
<td>Indicate whether encryption/password protection was used:</td>
</tr>
<tr>
<td></td>
<td>What computer language was the source written:</td>
</tr>
<tr>
<td></td>
<td>Approximate size of the data on the media: (MB/GB)</td>
</tr>
</tbody>
</table>

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ Return  OR  ☐ Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select “All”:

☐ All or Specific Deposits (list here): ___________________________________________________
EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVSAFE ACCOUNT # 2738

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _________ day of _____, 20 _______ (the "Agreement").

BENEFICIARY INFORMATION:
*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

<table>
<thead>
<tr>
<th>Company:</th>
<th>Designated Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Signature (Required): __________________________________________________________________________

DEPOSITOR INFORMATION:

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

| See Ex. “C” | Party responsible for: | Annual Deposit fee: | Party responsible for: | Annual Beneficiary fee: |
| Schedule of Fees | Depositor | Beneficiary | Depositor | Beneficiary |

Invoicing Contact (Required):

<table>
<thead>
<tr>
<th>Depositor:</th>
<th>Beneficiary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Contact Name:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>eMail:</td>
<td>eMail:</td>
</tr>
<tr>
<td>PO#:</td>
<td>PO#:</td>
</tr>
</tbody>
</table>

Please return this form to: InnovaSafe, Inc.
PO Box 800256
Valencia, CA 91380-0256 USA
EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVA_SAFE ACCOUNT # 2738

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

**Beneficiary Information:**
*This contact person will receive the Beneficiary enrollment notification.*

- Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Email</td>
</tr>
<tr>
<td>St. Address</td>
<td>City/State</td>
</tr>
<tr>
<td>Postal Code</td>
<td>Country</td>
</tr>
<tr>
<td>Tel #</td>
<td>Fax #</td>
</tr>
</tbody>
</table>

**Please list which software package(s) this beneficiary is entitled:**

**Depositor Information:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Email</td>
</tr>
<tr>
<td>St. Address</td>
<td>City/State</td>
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<tr>
<td>Postal Code</td>
<td>Country</td>
</tr>
<tr>
<td>Tel #</td>
<td>Fax #</td>
</tr>
</tbody>
</table>

Signature (Required): ________________________________

Date: __________________

---

**Invoicing Contact (Required):**

<table>
<thead>
<tr>
<th>Depositor: Contact Name:</th>
<th>Beneficiary: Contact Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>eMail:</td>
<td>eMail:</td>
</tr>
<tr>
<td>PO#:</td>
<td>PO#:</td>
</tr>
</tbody>
</table>

Please return this form to: InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

EXHIBIT C
### SCHEDULE OF FEES

**INNOVASAFE ACCOUNT #2738**

<table>
<thead>
<tr>
<th>Set Up Fee</th>
<th>No Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Traditional Escrow Annual Deposit Fee</strong>*</td>
<td></td>
</tr>
<tr>
<td>▪ 1st Product</td>
<td>$675</td>
</tr>
<tr>
<td>▪ Additional Products – per product</td>
<td>$350</td>
</tr>
<tr>
<td><strong>Included Benefits and Services</strong></td>
<td></td>
</tr>
<tr>
<td>○ 4 Free Updates/Replacements</td>
<td></td>
</tr>
<tr>
<td>○ Physical or Electronic Deposits</td>
<td></td>
</tr>
<tr>
<td>○ Deposit Notification – all parties</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Beneficiary Fee</strong></td>
<td>$200</td>
</tr>
</tbody>
</table>

| **Dynamic Escrow Option** |        |
| ▪ Annual Fee – Per Vault  | $995   |
| ▪ Basic Report            | No Fee |
| ▪ Detailed Report         | $95 per report |

| **Optional Benefits and Services (annual fee)** |        |
| ▪ Unlimited Updates        | $200   |
| ▪ Dual Vaulting            | $200   |
| ▪ Account Status Reports - Quarterly | $200 |
| ▪ Deposit Tracking - Quarterly | $200   |
| ▪ SafeAccess (24/7) Online Deposit History Only | $200 |
| ▪ FullAccess (24/7) Online Comprehensive | $200 |
| ▪ L1 Deposit Verification – Limited Only | $200   |

| **Additional Optional Services** |        |
| ▪ L2 Verification – File Analysis – per check | Quote Only |
| ▪ L3 Verification – Comprehensive – per check | Quote Only |

| **Release Request Fee – per request** | $200   |

*One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing
EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVA SAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this __________ day of _____________________, 20__ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $______ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Signature (Required): __________________________

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVA SAFE, INC.
PO BOX 800256
VALENCIA, CA  91380-0256 USA

BY COMMERCIAL COURIER

INNOVA SAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515
Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "Agreement"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "Licensor"), and the City of Arvada, a Colorado home rule municipal corporation (hereinafter "Licensee"), is made as of the date executed by both Licensor and Licensee (the "Effective Date"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Application Administrator is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 Customer Data means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 Documentation includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 Go Live means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5 Licensed Software means the proprietary computer software program or programs identified in Exhibit A ("LICENSE, MAINTENANCE AND SUPPORT FEES"), together with all related Documentation.

1.6 License, Maintenance and Support Fees means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees").

1.7 Loss Event Expenses means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
(3) unauthorized access to or acquisition of Customer Data;

(4) a loss of Customer Data;

(5) a ransom or cyber extortion demand involving Customer Data;

(6) misuse of Customer Data; or

(7) an actual or alleged failure to:

(a) provide adequate notice, choice, consent, access, or security regarding Customer Data;

(b) take appropriate steps to ensure the accuracy of Customer Data;

(c) adequately minimize the collection, processing, use, or retention of Customer Data; or

(d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general
public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of initial Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of final Go Live, and shall thereafter automatically renew for successive one-year periods (the "License Term"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term. This Agreement does not contain any multi-fiscal year financial obligations by either party that extend beyond its current fiscal year. The financial obligations of each party under this Agreement shall be subject to and limited by the appropriation of sufficient funds appropriated by its governing body. Nothing herein obligates Licensee to budget, authorize or appropriate funds for any future fiscal year. In the event that there is no appropriation of funds to pay the financial obligations, then the Agreement shall terminate.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set
forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee represents, warrants and covenants to Licensor that Licensee is a tax exempt entity and shall maintain its tax exempt status during the term of this Agreement. Licensee shall deliver a copy of Licensee's tax exempt status certificate to Licensor upon request.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 ("Licensor's Responsibilities") shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B ("SOURCE CODE ESCROW AGREEMENT"). Licensee shall complete the beneficiary enrollment form and provide the completed form to Licensor for submission to InnovaSafe, and Licensee shall pay the annual beneficiary fees to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensor to provide hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit D ("HOSTED SERVICES") and to the payment of the requisite hosting fees set forth therein. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit D to this Agreement upon Licensee's request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.

3. MAINTENANCE AND SUPPORT
3.1 **Maintenance.** Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 **Support.** Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Licensor using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 **Conditions to Receive Support.**

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit C ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.
3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensor shall promptly notify Licensee in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as
long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM. IF LICENSEE ELECTS TO RECEIVE HOSTED SERVICES FROM LICENSOR PURSUANT TO THE TERMS OF SECTION 2.2.6 AND THE ADDITION OF EXHIBIT D TO THIS AGREEMENT, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF EXHIBIT D OR THE HOSTED SERVICE PROVIDED FOR THEREIN EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF HOSTING FEES PAID HEREUNDER TO LICENSOR FOR THE PRIOR TWELVE MONTHS OF THE HOSTING TERM.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or
unauthorized or improper disclosure of the Licensed Software or any of such materials, it
shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also
reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or
unauthorized or improper disclosure and with any litigation against the third parties deemed
necessary by Licensor to protect its proprietary rights. Licensor acknowledges that Licensee is
subject to the Colorado Open Records Act, C.R.S. §24-72-201 et seq. In the event that Licensor
asserts that any information constitutes a trade secret, Licensee will not release such records
without first notifying Licensor and affording it an opportunity to challenge in a court of competent
jurisdiction the requester's right to access such information. The entire burden of maintaining and
defending the trade secret designation shall be upon Licensor. Licensor acknowledges and agrees
that if it shall fail, in a timely manner, to initiate legal action to defend the trade secret designation
or be unsuccessful in its defense of that designation, Licensee shall be obligated to and will release
the information.

6.2 **Licensor's Responsibilities.** Licensor shall implement reasonable and
appropriate measures designed to help secure confidential Customer Data of Licensee that
Licensor obtains from Licensee in the course of the performance of this Agreement from
accidental or unlawful access or unauthorized or improper disclosure. Except as required
by law, Licensor shall not voluntarily and affirmatively disclose to any third party
confidential Customer Data that Licensor obtains from Licensee without the prior written
consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor
becomes aware of any accidental or unlawful access to or unauthorized or improper
disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any
event within 5 business days. Licensor shall also reasonably assist Licensee with
preventing the recurrence of such accidental or unlawful access or unauthorized or
improper disclosure and with any litigation against third parties deemed necessary by
Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section
is not intended to prevent Licensor's support personnel from accessing Licensee's
Customer Data for purposes of investigating or resolving a Support request.

6.3 **Confidentiality Breach.** Each party acknowledges and agrees that money
damages alone would not be a sufficient remedy for a breach of this Agreement by the
other party, and that, in addition to any money damages to which the non-breaching party
may be entitled under applicable law, the non-breaching party shall be entitled to
equitable relief, including injunction and specific performance, as remedies for any such
breach, and each party hereby agrees to waive any requirement for security or the posting
of any bond in connection with such remedies. Such remedies shall not be deemed the
exclusive remedies for a breach by a party of its obligations under this Section 6
("Confidentiality"), but shall be in addition to all other remedies available at law or in
equity.

6.4 **Exclusions.** The provisions of this Section 6 ("Confidentiality") shall not
apply to any information (a) that is in the public domain prior to the disclosure or that that
becomes part of the public domain other than by way of a breach of this Agreement, (b)
that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to
the disclosure without a confidentiality obligation to any person, (c) that was disclosed to
the Licensor or Licensee, as the case may be, by a third party who was in lawful possession
of the information without a confidentiality obligation to any person, (d) that was
independently developed by Licensor or Licensee, as the case may be, outside the scope of
this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose
7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee.

7.3.1 Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.3.2 Lack of Appropriation. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of Licensee are expressly dependent and conditioned upon the continuing availability of funding beyond the term of Licensee’s current fiscal period ending upon the next succeeding December 31. Financial obligations of Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of
Licensee and applicable law. Upon the failure to appropriate such funds, Licensee shall immediately provide written notice to Licensor thereof and this Agreement shall be deemed terminated.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Michael Greaney

To Licensee: City of Arvada
8101 Ralston Road
Arvada, CO 80002
Attention: City Manager

and

City of Arvada
City Attorney’s Office
8101 Ralston Road
Arvada, CO 80002
8.3 **No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 **Successors and Assigns.** Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 **Dispute Resolution.** Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 **Initial Resolution by Meeting.** The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 **Mediation.** If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 **Arbitration.** Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Denver, Colorado, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 **Control of Defense.** All indemnification obligations under this Agreement
are conditioned upon (i) written notice by Licensee to Licensor within thirty (30) days of Licensee's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to Licensor and (iii) such reasonable cooperation by Licensee in the defense as the Licensor may request; provided, however, Licensor shall not, without the prior written consent of Licensee, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against Licensee.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to its conflict of law principles.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement may be executed in counterparts by electronic signature or by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]
IN WITNESS WHEREOF, the parties have caused this Agreement to be
duly executed this _______ day of ________________, 2019.

JOURNAL TECHNOLOGIES, INC.

________________________
Maryjoe Rodriguez (Oct 10, 2019)
Maryjoe Rodriguez, Vice President
915 E. 1st St.
Los Angeles, CA 90012

CITY OF ARVADA, a Colorado home rule municipal
corporation

________________________
Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
Rachel Morris, City Attorney

By: _______________________
    Aaron Jacks, Assistant City Attorney
EXHIBIT A
LICENSE, MAINTENANCE AND SUPPORT FEES

A. eCourt®

1. Licensed Software: eCourt®. The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.

2. Annual eCourt® License, Maintenance and Support Fees: $60,000 (and adjusted for any CPI increase after the first year as further set forth below), which includes:

   (a) Licensed Software licenses for up to 50 court Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.12).

   (b) 10 additional licenses (i.e., 20% of court Users) for unlimited use of the eCourt® Public Portal by other governmental agencies including those accessing the Licensed Software via interfaces or the Public Portal (i.e., Users identified in clause (b) of such “User” definition).

   (c) 5 additional licenses (i.e., 10% of court Users) for unlimited use of eCourt® Public Portal by public Users (i.e., Users identified in clause (c) of such User definition).

For a total of 65 User licenses.

The minimum annual License, Maintenance and Support Fee for up to 100 User licenses is usually $89,000. However, JTI has reduced the City’s minimum annual fee to $60,000 for up to 65 User licenses to encourage the City to select eCourt®. If the number of court Users increases to require more than 65 User Licenses, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual License, Maintenance and Support Fee of $60,000:

### Pricing Table for System User Licenses for Centralized System above 65 Users*

<table>
<thead>
<tr>
<th>User Groups</th>
<th>Total Licenses</th>
<th>Annual License and Maintenance and Support Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Per License over 65</td>
</tr>
<tr>
<td>66-100</td>
<td>35</td>
<td>$890</td>
</tr>
</tbody>
</table>

*The actual number of User licenses will be used to determine the annual fee, with 100 licenses being the minimum. Each additional court User shall require the purchase of 1.3 additional User licenses.

An annual CPI adjustment (as determined by reference to the Bureau of Labor Statistics most recent published trailing 12-month average Consumer Price Index for All Urban Consumers (CPI-U) – Denver-Aurora-Lakewood) will automatically be applied to the annual License, Maintenance and Support Fees for each year of the License Term after the first year.
EXHIBIT B
SOURCE CODE ESCROW AGREEMENT

[See attached.]
IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe. Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required

Services include:
- Complete client service
- Fees Locked For the Initial Term
- Physical or Electronic Deposits
- Quarterly Deposits Included
- No Additional Storage Fee
- Toll Free Telephone Support (800) 239-3989

Questions? Please call (800) 239-3989 or Live Online Support at www.innovasafe.com
California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"Beneficiary" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

“Beneficiary Enrollment Form” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

“Designated Beneficiary” means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

“Description of Escrow Deposit” means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

“Escrow Deposit” or “Deposit” means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

“License Agreement” means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

“Replacement” means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

“Software” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

“Source Code” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

“Update” means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c)
Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe’s SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet.

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail (“email”) to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe’s acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and
a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a “Release Condition”): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has breached a material obligation under the License Agreement for which the License Agreement provides for the release of the Deposit to Beneficiary as a remedy, and such breach has not been cured by Depositor as provided in the License Agreement; (d) Depositor’s duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the “Notice of Release Request”); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the “Contrary Instructions”); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe receives Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary; or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n),
as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of __________ from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least
forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and usable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION
8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative (“Designated Representative”) identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification:

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively “InnovaSafe”) from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively “Liabilities”), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, “Expenses”) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, “Actions”), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor
and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however, that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a “Proceeding”) then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys’ fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with
prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the “Change of Status” form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

| Contact Name:          | Gerald Salzman                    |
| Title:                | President                         |
| Street address:       | 915 E. 1st. St.                  |
| City, State, Postal Code | Los Angeles, CA 90012         |
| Country:              | USA                               |
| Phone:                | 213-229-5300                      |
| Facsimile:            | 213-229-5481                      |
| Email:                | c/o claudia_nading@dailyjournal.com |
| Purchase Order (if applicable): | NA                             |

INNOVASAFE, INC.

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or
obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 **Waiver:** No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 **Attorneys’ Fees:** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 **Force Majeure:** Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party’s reasonable control.

11.6 **Due Authorization, No Third Party Rights, Partial Invalidity, Headings:** (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 **Governing Law:** The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 **Instructions to InnovaSafe:** This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 **Authorization to Copy:** Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.
11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

**DEPOSITOR**

BY: ______________________

Signature

Name:

Title:

Date:

**INNOVASAFE.**

BY: ______________________

Signature

Name:

Title:

Date:
EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVSAFE ACCOUNT # 2738

THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVSAFE. PLEASE SEND ALL
DEPOSITS TO THE INNOVSAFE CORPORATE OFFICES LOCATED AT:
28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Deposit Details

<table>
<thead>
<tr>
<th>Media Type (CD, DVD, DAT etc…):</th>
<th>Indicate hardware used to create deposit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Media:</td>
<td>Indicate operating systems used:</td>
</tr>
<tr>
<td>Copies (1 or 2):</td>
<td>Indicate backup command/software used:</td>
</tr>
<tr>
<td>Product(s) Name:</td>
<td>Indicate software compression used:</td>
</tr>
<tr>
<td>Product Version:</td>
<td>Indicate whether encryption/password protection was used:</td>
</tr>
<tr>
<td></td>
<td>What computer language was the source written:</td>
</tr>
<tr>
<td></td>
<td>Approximate size of the data on the media: (MB/GB)</td>
</tr>
</tbody>
</table>

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ Return OR ☐ Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select “All”:

☐ All or Specific Deposits (list here): ___________________________________________________
EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVSAFE ACCOUNT # 2738

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this ________ day of _____, 20 _______ (the "Agreement").

**BENEFICIARY INFORMATION:**
*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

<table>
<thead>
<tr>
<th>Company:</th>
<th>Designated Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Signature (Required): ____________________________________________________________

**DEPOSITOR INFORMATION:**

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

**PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:**

|------------------------------|------------------------------------------|-----------|-------------|-----------------------------------------------|-----------|-------------|

**Invoicing Contact (Required):**

<table>
<thead>
<tr>
<th>Depositor:</th>
<th>Beneficiary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Contact Name:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>eMail:</td>
<td>eMail:</td>
</tr>
<tr>
<td>PO#:</td>
<td>PO#:</td>
</tr>
</tbody>
</table>

**Please return this form to:**

InnovaSafe, Inc.
PO Box 800256
Valencia, CA 91380-0256 USA
EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVA SAFE ACCOUNT # 2738

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

**BENEFICIARY INFORMATION:**
*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

**PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:**

**DEPOSITOR INFORMATION:**

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Signature *(Required)*: __________________________________________________________

Date: ______________________

See Ex. “C” Schedule of Fees

**Invoicing Contact *(Required)*:**

<table>
<thead>
<tr>
<th>Depositor:</th>
<th>Beneficiary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Contact Name:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax</td>
</tr>
<tr>
<td>eMail:</td>
<td>eMail:</td>
</tr>
<tr>
<td>PO#:</td>
<td>PO#:</td>
</tr>
</tbody>
</table>

Please return this form to:

InnovaSafe, Inc.
PO Box 800256
Valencia, CA 91380-0256 USA

EXHIBIT C
## SCHEDULE OF FEES

**INNOVSAFE ACCOUNT #2738**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Set Up Fee</strong></td>
<td>No Fee</td>
<td></td>
</tr>
<tr>
<td><strong>Traditional Escrow Annual Deposit Fee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Product</td>
<td>$675</td>
<td></td>
</tr>
<tr>
<td>Additional Products – per product</td>
<td>$350</td>
<td></td>
</tr>
<tr>
<td><strong>Included Benefits and Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Free Updates/Replacements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical or Electronic Deposits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Notification – all parties</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Beneficiary Fee</strong></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td><strong>Dynamic Escrow Option</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Fee – Per Vault</td>
<td>$995</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>Basic Report</td>
<td>No Fee</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>Detailed Report</td>
<td>$95 per report</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td><strong>Optional Benefits and Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Updates</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>Dual Vaulting</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>Account Status Reports - Quarterly</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>Deposit Tracking - Quarterly</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>SafeAccess (24/7) Online Deposit History Only</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>FullAccess (24/7) Online Comprehensive</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td>L1 Deposit Verification – Limited Only</td>
<td>$200</td>
<td>Yes ☑️ No ☒️</td>
</tr>
<tr>
<td><strong>Additional Optional Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L2 Verification – File Analysis – per check</td>
<td>Quote Only</td>
<td></td>
</tr>
<tr>
<td>L3 Verification – Comprehensive – per check</td>
<td>Quote Only</td>
<td></td>
</tr>
<tr>
<td><strong>Release Request Fee</strong></td>
<td>$200</td>
<td></td>
</tr>
</tbody>
</table>

*One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing.
EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVA SAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this __________ day of __________, 20__ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $______ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

<table>
<thead>
<tr>
<th>Company:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>St. Address:</td>
<td>City/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Country:</td>
</tr>
<tr>
<td>Tel #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

Signature (Required): __________________________________________________________

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVA SAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVA SAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515
EXHIBIT C
MINIMUM SYSTEM REQUIREMENTS

Below are the minimum system requirements and please note that Licensor does not provide hardware and system software and its maintenance and support; it is the Client’s IT departments’ responsibility to provide, install, maintain and support the hardware and system software. Licensor can assist with the installation.

<table>
<thead>
<tr>
<th>ESERIES APP SERVER AND DB SERVER MINIMUM SPECS</th>
<th>1-50</th>
<th>50-100</th>
<th>100-200</th>
<th>200-300</th>
<th>300-400</th>
<th>400-500</th>
<th>500-600</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of users eSeries ---&gt;</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Number of users eSeries ---&gt;</strong></td>
<td>1-100</td>
<td>100-200</td>
<td>200-400</td>
<td>500-800</td>
<td>800-1600</td>
<td>1600+</td>
<td></td>
</tr>
<tr>
<td>eSeries Application Server # 1: CPU Core Count Requirement Intel Xeon® E5-2686 (Broadwell) or better</td>
<td>4</td>
<td>8</td>
<td>12</td>
<td>12</td>
<td>16</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>eSeries Application Server # 2: CPU Core Count Requirement</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>12</td>
<td>16</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>eSeries Application Server # 3: CPU Core Count Requirement</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Load Balancer</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>eSeries Application Server: Memory Requirement</td>
<td>16G</td>
<td>32G</td>
<td>32G</td>
<td>32G</td>
<td>32G</td>
<td>32G</td>
<td>32G</td>
</tr>
<tr>
<td>eSeries Application Server: Disk Space Requirement (eSeries not IDM share)</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
</tr>
<tr>
<td>eSeries MSSQL Server: CPU Requirement</td>
<td>4</td>
<td>8</td>
<td>12</td>
<td>16</td>
<td>16</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>Intel Xeon® E5-2686 (Broadwell) or better</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>eSeries MSSQL Server: Memory Requirement</td>
<td>16G</td>
<td>32G</td>
<td>64G</td>
<td>128G</td>
<td>128G</td>
<td>128G</td>
<td>128G</td>
</tr>
<tr>
<td>eSeries MSSQL Server: Disk Space: DATA Volume - converted cases * 200kb + (number of cases per year * 10 years * 300kb)</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>250G</td>
<td>500G</td>
<td>500G</td>
</tr>
<tr>
<td>eSeries MSSQL Server: Disk Space: TEMP Volume</td>
<td>data x 5</td>
<td>data x 5</td>
<td>data x 5</td>
<td>data x 5</td>
<td>data x 5</td>
<td>data x 5</td>
<td>data x 5</td>
</tr>
<tr>
<td>eSeries MSSQL Server: Disk Space: Backup Volume - 1 30 day backup - 3 weekly backups (14 day, 21 day, 28 day) - 7 daily backups - 3 day (15 minute trn file)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IDM/DMS VOLUME SIZING**

* eSeries DMS File Share volume: Disk space requirement.
  - (converted document images total size) + 10 years * (scanned documents * avg scanned pages * 1MB) + 10 years * (non-scanned document * avg non scanned document size)
<table>
<thead>
<tr>
<th>PUBLIC PORTAL SPECS w/ MySQL Server</th>
<th>1-100</th>
<th>100-300</th>
<th>300-500</th>
<th>500+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of public user logins per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Portal: CPU Requirement</td>
<td>4</td>
<td>6</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Intel Xeon® E5-2686 (Broadwell) or better</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Portal: Memory Requirement</td>
<td>8 GB</td>
<td>12 GB</td>
<td>32 GB</td>
<td>32 GB</td>
</tr>
<tr>
<td>Public Portal: Disk Space Requirement</td>
<td>100 GB</td>
<td>100 GB</td>
<td>250 GB</td>
<td>500 GB</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PUBLIC PORTAL DISK SHARE SIZE</th>
<th>1-2000</th>
<th>2001-5000</th>
<th>5001-10000</th>
<th>10000+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Cases filed per year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Portal: File Share volume disk space requirement</td>
<td>40 GB</td>
<td>100 GB</td>
<td>200 GB</td>
<td>300 GB</td>
</tr>
<tr>
<td>- Regular deletion of old documents in shared folder will reduce usage</td>
<td>*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT D
HOSTED SERVICES

[To be attached only if hosted services requested and paid for by Licensee.]
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-106 A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40

Report in Brief

Council action is requested on the attached resolution authorizing a professional services contract (sample attached) with Stantec, in the amount of $1,440,485.00, for the design and bidding phase support services of the Ralston Raw Water Pump Station and Pipeline Project. This planned project will provide a secondary source of raw water supply to the Ralston Water Treatment Plant both in the future as warranted and during the planned Denver Water shutdown of the Ralston Reservoir. Denver Water plans to empty Ralston Reservoir to make repairs to its facilities in preparation of construction of the new Northern Water Treatment facilities located west of Highway 93. This shutdown will effect the main raw water supply feeding the Ralston Water Treatment Plant. The new pump station and pipeline is crucial to providing flow to the Ralston Water Treatment plant during the Denver Water shut down.

The Arvada team recommends that the City Council approve R19-106, A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40.

Financial Impact

Financial Impact: $1,440,485.00
This is a one-time request for Design Services.

Funding Source:
Type - Enterprise Fund
Fund - Water Financial Account CIP Number 97585.

Future associated costs requiring Council action: (None)

Background

On August 30, 2019, the City advertised a Request for Qualifications for providing a delivery method for a designed and constructed pump station and associated 7,200 foot-pipeline operational by September 2021. Included in the request for qualifications were general requirements of the project. There were five design teams that submitted statements of qualifications. Those teams are as follows:

Dewberry / Filanc Denver
Stantec Denver
CDM Smith Denver
PSI Colorado Springs
Burns & McDonnell / Garney Englewood
Discussion

The Arvada team has determined that Stantec has the required project experience and staff expertise to provide a delivery method and complete the design of a water pump station and pipeline of this size and complexity. With this selection, our team requested that Stantec provide a scope and associated fee for the first phase of this work.

The engineering and design services scope from Stantec shows a well qualified firm and competitive pricing. Therefore, our team recommends approval of the design and bidding phase services fee in an amount not to exceed $1,440,485.00.

This first phase of services includes providing the delivery method workshop and pump station alternative workshop to identify project direction early in the process, preliminary and final design, permitting, and bidding phase services in support of the City team for the construction of a raw booster pump station and associated 7,200-foot pipeline with a minimum capacity of 8,300 gallons per minute.

This location of this station at the existing Arvada-Blunn Water Treatment Plant site and the approximate alignment of the pipeline are shown on the attached exhibit.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Utility Department has a performance measure to update and improve the City water treatment and distribution system. This action also aligns with the City Council Strategic Plan Priority Area of Infrastructure.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R19-106, A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40.

Suggested Motion:

I move that R19-106, A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40, be (approved) (rejected).

Prepared by:
William Jennings, Senior Civil Engineer

Reviewed by:
Karen Custer, Administrative Assistant 10/21/2019
Gail Walker, Legal Specialist-Contracts 10/21/2019
Toni Riebschlager, Law Office Administrator 10/22/2019

Approved by:
Brita Van Horne, Deputy Director of Community & Economic Development 10/21/2019
Don Wick, Director of Public Works 10/21/2019
Sharon Israel, Director of Utilities 10/21/2019
Bryan Archer, Director of Finance 10/21/2019
Emily Grogg, Senior Assistant City Attorney 10/30/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RALSTON RAW WATER PUMP STATION AND PIPELINE PROJECT

CITY OF ARVADA

EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION
This exhibit describes Stantec's (CONSULTANT) Scope of Work for the Ralston Raw Water Pump Station and Pipeline Project (Project). The Project includes permitting, power load study, environmental survey, site survey, subsurface utility engineering, geotechnical investigation, Basis of Design Report, Preliminary Design, and Final Design and professional engineering consulting services for a new raw water pump station and approximately 7,400 feet of pipeline.

The Project will include provisions in the design to allow for the implementation of Plan B as defined in the Proposal, if required. Plan B consists of renting and connecting temporary pumping equipment to convey flows to the Ralston Water Treatment Plant during the Construction Phase of the Project.

PROJECT DESCRIPTION
The Project will be located in the southwest part of the City of Arvada (CITY). The new pump station will be on available property at the CITY’s Arvada Water Treatment Plant and convey raw water from the Arvada Reservoir to the CITY’s Ralston Water Treatment Plant. The proposed pipeline will begin at the new pump station and extend south and then west to the CITY’s Ralston Water Treatment Plant.

Notice to Proceed (NTP) is expected on November 18, 2019. Pipeline design is anticipated to be completed within eight (8) months of receipt of NTP. Pump Station design is anticipated to be completed within ten (10) months of receipt of NTP.

SUBCONSULTANTS
The following subconsultants will be contracted with and utilized by the CONSULTANT to work on the Project. The CITY will be notified of any changes or additions:

Geotechnical Engineer: Kumar
Site Survey: Farnsworth
Subsurface Utility Engineering: Kinetic
Environmental Survey: Corvus
Power Load Study, Electrical, and Instrumentation & Controls: NEI

TASKS
This scope is being performed in conformance with the CITY’s Request for Qualifications (RFQ). The scope assumes the project will follow the Design Bid Build delivery method, but other delivery methods will be evaluated and may be selected. The tasks and subtasks included in the CONSULTANT’s Scope of Work are described below. The major task headings are:
Task 1 – Preliminary Design Services
Task 2 – Final Design Services
Task 3 – Bidding Support Services
Task 4 – Construction Support Services

TASK 1 – PRELIMINARY DESIGN SERVICES

Task 1.1 – Project Management and Coordination

This task will consist of project monitoring and administration, communication and correspondence with the CITY, attendance at regularly scheduled progress meetings with CITY staff, and project quality assurance/quality control (QA/QC) activities.

Task 1.1.1 – Project Implementation Plan and Kick-off Meeting. The CONSULTANT will prepare a Project Implementation Plan (PIP) for distribution to CITY and CONSULTANT project team members. The PIP will consist of the project scope, schedule, and deliverables; and list the key members of the project team with addresses, telephone numbers, and email addresses. The CONSULTANT will conduct a project kick-off meeting with CITY staff. The kick-off meeting is intended to introduce key Project personnel, define areas of responsibilities and communication protocols, identify CAD/BIM standards, review the scope of work and schedule for the Project, review the timing and intent of Project deliverables, review procedures and schedules, and establish procedures for communicating potential changes in the work or schedule. The Project Manager and three additional key team members are anticipated to attend a two (2) hour meeting.

Deliverables: Kick-off Meeting Agenda and copies for distribution at Kick-off Meeting; One (1) electronic copy of Kick-off Meeting Minutes in PDF format; One (1) electronic copy of the PIP in PDF format.

Task 1.1.2 – Project Monitoring, Administration, and Status Reporting. The CONSULTANT will establish internal project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. The CONSULTANT will submit monthly invoices to the CITY and execute and administer subconsultant contracts. The CONSULTANT will prepare monthly progress reports (1-2 pages) and submit to the CITY with each project invoice. The progress reports will list the work completed during the previous month and illustrate current budget and schedule status.

Deliverables: Monthly Invoice and monthly Progress Report.

Task 1.1.3 – Project Progress Meetings. The CONSULTANT will meet with CITY staff bi-weekly to review project status. Meetings shall be at the CITY’s office and will be attended by the CONSULTANT’s Project Manager, Design Manager, and other key personnel as determined to be necessary. The CONSULTANT shall prepare an agenda for each of the progress meetings. The CONSULTANT will prepare meeting minutes to document key information items and decisions made. An action item list will be generated from each meeting, as required. Up to six (6) 1-hour project progress meetings over the duration of the Preliminary Design phase are assumed for budgeting purposes.

Deliverables: Progress Meeting Agenda and copies for distribution at Progress Meetings; Progress Meeting Minutes in PDF format.
**Task 1.1.4 – Project Workshops.** The CONSULTANT will facilitate a Delivery Method Workshop and a Pump Station Alternative Workshop to identify project direction early in design. The Delivery Method Workshop will occur early, right after the Kickoff Meeting. Design Review Workshops will be conducted after each deliverable. Up to three (3) 1-hour workshops over the duration of the Preliminary Design phase are assumed for budgeting purposes.

*Deliverables:* Progress Meeting Agenda and copies for distribution at Progress Meetings; Progress Meeting Minutes in PDF format.

**Task 1.1.5 – Project QA/QC Activities.** The CONSULTANT will perform internal QA/QC activities to obtain expert guidance on project methodology, review project deliverables, and perform checks of engineering calculations and Opinion of Probable Construction Cost (OPCC).

**Task 1.1.6 – Data Exchange.** The CITY shall provide the CONSULTANT within fifteen (15) work days of authorization to proceed relevant drawings, data, CAD files, data aerals, plans/studies, policies, guidelines and standards and other applicable information and technical data in the CITY’s possession or control that are reasonably required for the proper performance of the services.

CONSULTANT shall establish Document Storage (ProjectWise) to allow for shared document access between the CITY and CONSULTANT.

**Task 1.2 – Early Activities**

**Task 1.2.1 – Survey, ROW, and Subsurface Utility Engineering (SUE)**

**Task 1.2.1.1 – Initial Mapping.** In order to assist in early development of alignment and risk analysis, the following services will be provided by the CONSULTANT’s subconsultant:

1) **Project coordinates and control basis** – Project coordinates will be established based on National Geodetic Survey (NGS) horizontal control monuments and CITY benchmarks. If the CITY has control diagrams from previous projects, control showed in these drawings can be the basis of coordinates and ground modification factors, if desired. Geodetic parameters and Environmental Systems Research Institute (ESRI) projection file will be provided to assist in usage of GIS products.

2) **Base map layers** – Various Geographic Information System (GIS) open data layers will be complied into a Civil3D (drawing adjusted to project coordinates. Layers may include:

   a. Planimetric (sidewalks, driveways, building roof lines, edge of pavement & paved parking)
   b. Parcels
   c. Right of Way
   d. Street Centerlines

3) **Utilities – SUE Quality Level “D”** – Utility maps and data files will be obtained from utility owners (see SUE services below) and compile into a single Civil3D drawing.

4) **Contours** – 2013 contours published by Denver Regional Council of Governments (DRCOG) will be incorporated, without adjustment or verification, to Civil3D drawing.
5) **Imagery** – DRCOG imagery (latest version) will be obtained from the CITY and will be imported to drawing file on project coordinates. If unavailable from the CITY, the files can be directly obtained from DRCOG vendor for a small fee.

**Task 1.2.1.2 – Detailed Survey.** The following survey services will be provided by the CONSULTANT’s subconsultant for final design tasks:

1) **Set Control Points** – Supplemental temporary control points will be set throughout the project areas. Control points shall have line of site to at least one other point. Control points will typically be a Mag Nail and disk or 18-inch long rebar and red plastic cap. Control will be based on Real-time Kinematic (RTK) GPS calibration using CITY Benchmarks and NGS Horizontal Control points near the project area.

2) **Control Diagram** – A control diagram signed and sealed by a Colorado Professional Land Surveyor with coordinate listing will be prepared that can be inserted into the design plans. The information shall be in a format conforming to CITY specifications. Content (base drawing, tables, and notes) will be prepared which client will incorporate into their drawings and border.

3) **Supplemental Survey** – A topographic survey will be performed to include above ground improvements and trees over 4-inch in diameter (as measured 4-feet above ground) along a 100-feet wide corridor following the proposed pipeline route and pump station site. LiDAR from the 2013 flood mapping project will be extracted from .LAS files to CAD points and adjusted based on ground elevations from the topographic survey above. The Topographic survey and LiDAR points will be merged to form a single comprehensive base map of existing ground and features. If areas have changed significantly since 2013, those areas will be completely field located including breaklines and spot elevations necessary to generate a 1-foot contour map with a horizontal scale no greater than 1-inch equals 50-feet and which meets National Map Accuracy Standards (NMAS). Surface structures are considered part of above ground improvements.

4) **Geotechnical Support** – Proposed pothole and geotechnical investigation boring locations will be staked with a 60d nail & whisker and guard lathe and survey the top of nail elevation for up to ten (10) investigation points (minimal mobilization).

5) **Property** – Vesting deeds and right-of-way deeds for impacted properties and adjacent roadways will be obtained. GIS land positions at or near the controlling corners for these deeds will be located. These deeds will be plotted on project coordinates using the GIS land positions as basis for location, creating a property base Civil3D drawing with near survey-grade boundary and right-of-way lines. Property corner pins shall be located. Unfound pins shall be noted on survey documents, design drawings, and maps.

   o **Option Easement** – It is assumed the CITY will provide title commitments as requested from CONSULTANT, detailing encumbrances to the effect parcels (i.e. easements, utility rights-of-way). The location of these encumbrances will be plotted using the GIS land positions as basis of location.

   o This effort does not include any research, recovery of verified corners, or delineation of property lines on the ground which could require the preparation and depositing of a land survey plat per Colorado revised statutes.
Task 1.2.1.3 – Subsurface Utility Investigations

1) The following subsurface utility engineering (SUE) services will be provided by the CONSULTANT’s subconsultant: **Utilities ASCE SUE Level “D” (research)** – Per ASCE C-I 38-02 specifications, a Colorado 811 “E-ticket” will be submitted to obtain list of expected utility owners in the area, contact these owners and attempt to obtain utility system maps. These maps will be provided to client, as-is. The maps and expected utility list will serve as a quality-control check on the services below to verify no known utilities are missed.

2) **Utilities ASCE SUE Level “B” (locates)** – Per ASCE C-1 38-02 specifications, underground utilities will be marked using induction tracing and magnetic detection equipment. If utilities* are unlocatable, such as PVC lines without tracer wire or marking balls, they will be noted but not marked or sketched. Field crews will locate these marks and surface evidence of utilities. Additionally, crews will open sewer and storm manholes, inlets, and vaults to determine invert elevations and approximate pipe sizes, without entry into these structures.

*per Senate Bill 18-169, now a part of Colorado Revised Statutes (CO Statutes), this task will now include all service lines, unless CO Professional Engineer in responsible charge determines a reasonable rationale that this is not necessary.

**Utilities ASCE SUE Level “A” (potholes)** – Per ASCE C-1 38-02 specifications, proposed pothole locations will be marked with white paint and a CO 811 locate request will be submitted where existing utilities are desired to be exposed, location verified, and depth obtained. These locations will then be excavated using hydro-vacuum method; utility type, size, and depth will be verified by staff under our licensed surveyor’s responsible charge.

As the site is a mix of vacant land and built environment with some known pipeline corridors and conduits in place, several spot checks will be performed along the proposed route using ground penetrating radar (GPR) to search for unknown and undocumented utilities.

CO Statutes require utilities horizontally within 18-inches of any proposed excavation be exposed by non-evasive methods and verified prior to excavation/construction. While it is unknown what the exact quantity of utility conflicts will be, a budget of eight (8) days is included.

3) **SUE Report** – A surveyor’s report will be prepared including a certificate detailing the methods used to recover utility locations and noting utilities which could not be located to ASCE Quality level “B”. The report will also detail best methods for further refinement of utilities prior to construction, if necessary.

Task 1.2.2 – Geotechnical Investigation. The geotechnical consultant will provide geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include initial geotechnical exploratory work, such as soil borings, penetration tests, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design, and other field and laboratory tests and analyses necessary to provide design information. It is anticipated that eight (8) pipeline soils borings at a depth of 25
feet at approximately 1,000-foot spacing and two (2) pump station soil borings at a depth of 15 to 30 feet will be required. This scope assumes no tunneling or Horizontal Directional Drilling will be required.

**Task 1.2.2.1 – Geotechnical Data Report and Geotechnical Design Memorandum.** An initial Geotechnical Data Report (GDR) will be provided by the CITY’s on-call geotechnical consultant presenting the data results of the exploratory work, laboratory testing and site conditions found by report research. A Geotechnical Design Memorandum (GDM) will be prepared by the CITY’s on-call geotechnical consultant and provided to the CONSULTANT containing recommendation and interpretation of data to be used during design.

**Task 1.2.3 – Environmental Survey.** The CONSULTANT shall perform environmental surveys and investigations to support acquisition of permits for construction. Anticipated surveys are Historic/Archeological, presence/absence survey for threatened and endangered species, Migratory Bird Treaty Act investigation, and Phase I/II environmental site assessment(s). If applicable and needed for permit acquisition, prepare compliance letters to USFWS documenting results of habitat evaluations for Endangered Species Act and State Historic Preservation Office (SHPO) for preservation of historic properties (Section 106).

The CONSULTANT shall conduct a Section 404 Environmental Survey for Wetlands/Waters of the U.S. of the project site and prepare a nationwide 404 permit submittal package to U.S. Army Corps of Engineers and Colorado Parks and Wildlife. For budgeting purposes, a site specific 404 permit is not anticipated.

**Task 1.2.4 – Permitting – Utility and Agency Coordination**

**Task 1.2.4.1 – Utility and Agency Meetings.** CONSULTANT will coordinate with utilities and agencies having facilities within the limits of or adjacent to the project throughout the duration of the project, this includes attendance to related meetings. Utilities and agencies to be contacted will consist of:

- City of Arvada (Site Development Permit, Development Review Site Plan Application, Building Division)
- Jefferson County (Public Health Department, Community and Economic Development Department, Building Department)
- CDPHE
- Arvada Fire Protection District
- Cities/towns within 3 miles from project site (CDPHE Site Application Signatories)
- Colorado Parks and Wildlife
- US Army Corps of Engineers
- Xcel Energy
- Denver Water
- Up to three neighboring landowner/s

The CONSULTANT shall be entitled to reasonably rely upon the information and data provided by the CITY or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Services.
**Task 1.2.4.2 – Project Permits.** The CONSULTANT shall identify permits needed for the Project. The CONSULTANT shall assist the CITY in preparing technical documentation and permit applications for the regulating agencies and assist the CITY in obtaining required permits per the CITY’s RFQ. The CITY shall pay for all permit fees.

During the design process, the CONSULTANT shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the CONSULTANT and included in the Basis of Design Report. This scope includes preparation of two (2) Denver Water license agreements to cross the ditch and conduits.

**Task 1.2.5 – Power Load Study.** The CONSULTANT shall perform an evaluation of current power available and the location it would be provided from. The study will include identifying additional power needs and locating potential sources. CONSULTANT shall coordinate with local agencies and the electrical utility company and provide support to the CITY for permitting, as required.

**Task 1.3 – 30% Design and BODR**

The CONSULTANT shall provide 30% submittal services which consist of furnishing a Basis of Design Report, plans, sections, and a list of specifications to the CITY for review, approval, and printing.

**Task 1.3.1 – Basis of Design Report.** The CONSULTANT shall prepare a report for the pipeline and pump station consisting of:

- Pump Station Design Criteria;
- Pipeline Design Criteria;
- Preliminary Hydraulic Transient Analysis
- Permit Matrix;
- Geotechnical Investigation;
- Right-of-way identification;
- Construction project schedule;
- Project opinion of probable construction cost;

Following a two-week review period by CITY staff, the CONSULTANT shall meet with CITY to discuss Draft Basis of Design review comments. The CONSULTANT shall address and incorporate applicable comments and provide written responses to comments in a matrix format for submission with the Final Basis of Design Report.

*Deliverables:* One (1) electronic copy in PDF format of the Draft Basis of Design Report for review and comment; One (1) electronic copy in PDF format of the Final Basis of Design Report.

**Task 1.3.2 – 30% Design Plans.** The CONSULTANT shall prepare and submit 30% design drawings for CITY review and approval. The design plans will be set up on a 22” x 34” standard ANSI plan size template with the CITY’s title block. The full-size plan and profile sheets shall be based upon a horizontal scale of 1-inch equals 40-feet and a vertical scale of 1-inch equals 10-feet. The 30% Design Plans will be submitted as two packages. The first package will consist of design of the pipeline and the second package will consist of design of the pump station. One list of specifications will be prepared for the 30% submittal. The drawings are anticipated to consist of the following:
Package 1

- Cover, Legend, Drawings Index, General Notes and Details;
- Plans and Profile Sheets;

Package 2

- Cover, Legend, Drawings Index, General Notes and Details, Process Flow Diagram (PFD), Hydraulic Grade Line;
- Civil Site Plan;
- Architectural Plan and Section;
- Mechanical Details, Plan and Section;
- Electrical Symbols and Legend, Standard Details, Site Plan and One-line Diagram;
- Process & Instrumentation Diagram (P&ID).

The CONSULTANT assumes that no tunneling or utility relocations are required or will be performed under this scope of work.

The CONSULTANT shall develop 30% design documents and meet with the CITY to review and discuss the submittal. The CONSULTANT shall prepare meeting minutes that will summarize design considerations or plan revisions.

*Deliverables*: One (1) electronic copy in PDF format of 11” x 17” plans at half scale for review and comments; One (1) electronic copy in PDF format of the Basis of Design Report; One (1) electronic copy in PDF format of the list of specifications.

**Task 1.3.3 – Opinion of Probable Construction Cost.** Using the information developed during the Basis of Design Report, the CONSULTANT will prepare a preliminary OPCC to a Class IV level. The OPCC will be prepared in accordance with AACE International Standards. CONSULTANT’s opinions, recommendations and assessments are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond CONSULTANT’s control. Any estimates to construction costs are limited by a lack of control over financial and/or market conditions, including the future price of labor, materials, and prospective bidding environments and procedures. CONSULTANT does not warrant or guarantee the accuracy or completeness of its Services to the extent impacted by these limitations and CITY should limit its reliance on the Services in like manner.

**TASK 2 – FINAL DESIGN SERVICES**

**Task 2.1 – Project Management and Coordination**

This task will consist of project monitoring and administration, communication and correspondence with the CITY, attendance at regularly scheduled progress meetings with CITY staff, and project quality assurance/quality control (QA/QC) activities.

**Task 2.1.1 – Project Monitoring, Administration, and Status Reporting.** The CONSULTANT will establish internal project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. The CONSULTANT will
submit monthly invoices to the CITY and execute and administrate subconsultant contracts. The CONSULTANT will prepare monthly progress reports (1-2 pages) and submit to the CITY with each project invoice. The progress reports will list the work completed during the previous month and illustrate current budget and schedule status.

Deliverables: Monthly Invoice and monthly Progress Report.

Task 2.1.2 – Project Progress Meetings. The CONSULTANT will meet with CITY staff bi-weekly to review project status. Meetings shall be at the CITY’s office and will be attended by the CONSULTANT’s Project Manager, Design Manager, and other key personnel as determined to be necessary. The CONSULTANT shall prepare an agenda for each of the progress meetings. The CONSULTANT will prepare meeting minutes to document key information items and decisions made. An action item list will be generated from each meeting, as required. Up to twelve (12) 1-hour project progress meetings over the duration of the Final Design phase are assumed for budgeting purposes.

Deliverables: Progress Meeting Agenda and copies for distribution at Progress Meetings; Progress Meeting Minutes in PDF format.

Task 2.1.3 – Project Workshops. The CONSULTANT will facilitate Design Review Workshops after each deliverable. Up to four (4) 1-hour workshops over the duration of the Final Design phase are assumed for budgeting purposes.

Deliverables: Progress Meeting Agenda and copies for distribution at Progress Meetings; Progress Meeting Minutes in PDF format.

Task 2.1.4 – Project QA/QC Activities. The CONSULTANT will perform internal QA/QC activities to obtain expert guidance on project methodology, review project deliverables, and perform checks of engineering calculations and Opinion of Probable Construction Cost (OPCC).

Task 2.2 – Package 1 – Pipeline

Task 2.2.1 – 60% Design. The CONSULTANT shall provide 60% submittal services which consist of furnishing plans and design specifications to the CITY for review, approval and printing.

Task 2.2.1.1 – 60% Design Plans. The CONSULTANT shall prepare and submit 60% design drawings in accordance with project standards. The drawings are anticipated to consist of the following:

- Cover, Legend, Drawings Index, General Notes and Details;
- Survey Control Plans with Existing Right-of-Way;
- Monumentation Map and Survey Data;
- Plans and Profile Sheets
- Tie-in Connection Details;

The CONSULTANT shall develop 60% design documents and meet with the CITY to review and discuss the submittal. The CONSULTANT shall prepare meeting minutes that will summarize design considerations or plan revisions.
Deliverables: One (1) electronic copy in PDF format of 11” x 17” plans at half scale for review and comments; One (1) electronic copy in PDF format of design specifications.

Task 2.2.1.2 – Opinion of Probable Construction Cost. The CONSULTANT will update the previous 30% OPCC to a Class III level based on 60% Design documents. The OPCC will be prepared in accordance with the same standards and limitations as the previous estimate.

Task 2.2.2 – 90% Design. The CONSULTANT shall provide 90% submittal services which consist of furnishing plans, special provisions, general conditions, and design specifications to the CITY for review, approval and printing. For budgeting purposes, no major changes are anticipated to the design documents at the 90% Design.

Task 2.2.2.1 – 90% Design Plans. The CONSULTANT shall develop 90% complete design documents that incorporate applicable 60% review comments. A response matrix that consists of responses to the 60% design review comments will be provided.

Deliverables: One (1) electronic copy in PDF format of 11” x 17” plans at half scale; One (1) electronic copy in PDF format of project specifications for review and comments.

Task 2.2.2.2 – Opinion of Probable Construction Cost. The CONSULTANT will update the previous 60% OPCC to a Class II level based on 90% Design documents. The OPCC will be prepared in accordance with the same standards and limitations as the previous estimate.

Task 2.2.3 – Final Design. The Final Design Submittal will be provided for final comments by the CITY. The CONSULTANT shall develop 100% complete design documents that incorporate applicable 90% review comments. A response matrix that consists of responses to the 90% design review comments will be provided. For budgeting purposes, no major changes are anticipated to the design documents at the Final Design.

The CONSULTANT will update the previous 90% OPCC based on Final Design documents. The OPCC will be prepared in accordance with the same standards and limitations as the previous estimate.

Deliverables: One (1) copy of full scale plans (22” x 34”); Four (4) copies of 11” x 17” plans at half scale and specifications; One (1) electronic copy in PDF format of full scale plans (22” x 34”), 11” x 17” plans at half scale, specifications, and the updated construction cost estimate.

The CONSULTANT will furnish to the CITY electronic copies of the plans (AutoCAD Civil 3D version 2019).

Task 2.2.4 – Permitting. Planning and Building Department Site Plan Preparation and Submittals.

Task 2.3 – Package 2 – Pump Station

Task 2.3.1 – 60% Design. The CONSULTANT shall provide 60% submittal services which consist of furnishing plans and design specifications to the CITY for review, approval and printing. The CITY will select a pump station option and the corresponding design direction during the Pump Station Alternatives Workshop in the Preliminary Design Phase. The Basic Services Fee Schedule is arranged to support the three (3) pump station tier options as indicated in the
Proposal. The base tier option (Tier 1 – Pre-packaged Pump Station) is provided as a cost deduct through the Supplemental Services selection.

**Task 2.3.1.1 – 60% Design Plans.** The CONSULTANT shall prepare and submit 60% design drawings in accordance with project standards. The drawings are anticipated to consist of the following:

- Cover, Legend, Drawings Index, General Notes and Details, PFD; Hydraulic Grade Line
- Civil Details, Site and Grading Plans;
- Structural Details, Plan and Sections;
- Architectural Details, Plan and Sections;
- Mechanical Details, Plan and Sections;
- HVAC and Plumbing;
- Electrical Details, Plans and One-line Diagrams;
- P&IDs.

The CONSULTANT shall develop 60% design documents and meet with the CITY to review and discuss the submittal. The CONSULTANT shall prepare meeting minutes that will summarize design considerations or plan revisions.

**Deliverables:** One (1) electronic copy in PDF format of 11” x 17” plans at half scale for review and comments; One (1) electronic copy in PDF format of design specifications.

**Task 2.3.1.2 – Opinion of Probable Construction Cost.** The CONSULTANT will update the previous 30% OPCC to a Class III level based on 60% Design documents. The OPCC will be prepared in accordance with the same standards and limitations as the previous estimate.

**Task 2.3.2 – 90% Design.** The CONSULTANT shall provide 90% submittal services which consist of furnishing plans, special provisions, general conditions, and design specifications to the CITY for review, approval and printing. For budgeting purposes, no major changes are anticipated to the design documents at the 90% Design.

**Task 2.3.2.1 – 90% Design Plans.** The CONSULTANT shall develop 90% complete design documents that incorporate applicable 60% review comments. A response matrix that consists of responses to the 60% design review comments will be provided.

**Deliverables:** One (1) electronic copy in PDF format of 11” x 17” plans at half scale; One (1) electronic copy in PDF format of project specifications for review and comments.

**Task 2.3.2.2 – Opinion of Probable Construction Cost.** The CONSULTANT will update the previous 60% OPCC to a Class II level based on 90% Design documents. The OPCC will be prepared in accordance with the same standards and limitations as the previous estimate.

**Task 2.3.3 – Final Design.** The Final Design Submittal will be provided for final comments by the CITY. The CONSULTANT shall develop 100% complete design documents that incorporate applicable 90% review comments. A response matrix that consists of responses to the 90% design review comments will be provided. For budgeting purposes, no major changes are anticipated to the design documents at the Final Design.
The CONSULTANT will update the previous 90% OPCC based on Final Design documents. The OPCC will be prepared in accordance with the same standards and limitations as the previous estimate.

*Deliverables:* One (1) copy of full scale plans (22” x 34”); Four (4) copies of 11” x 17” plans at half scale and specifications; One (1) electronic copy in PDF format of full scale plans (22” x 34”), 11” x 17” plans at half scale, specifications, and the updated construction cost estimate.

The CONSULTANT will furnish to the CITY electronic copies of the plans (AutoCAD Civil 3D version 2019).

**Task 2.3.4 – Permitting.** Planning and Building Department Site Plan Preparation and Submittals.

**TASK 3 – BIDDING SUPPORT SERVICES**

For Design Bid Build delivery method, the CONSULTANT will support the CITY during bidding phase through attendance at the pre-bid meeting, technical support, preparation of addenda, bid tabulation, evaluation of the low bidder, and recommendation of award. The CITY will distribute the bid documents (drawings, specifications and geotechnical report) via the Rocky Mountain Bid Net service. For other delivery methods, the bidding budget may be redistributed to another project Phase or Task as determined appropriate by the CITY and CONSULTANT.

**TASK 4 – CONSTRUCTION SUPPORT SERVICES**

Construction phase services are not part of this scope of work.
EXHIBIT A-1
SUPPLEMENTAL SERVICES

RAW WATER PUMP STATION AND PIPELINE PROJECT

The CONSULTANT shall provide Supplemental Services directly related to the Project when requested and authorized in writing to do so by the CITY. The fee schedule included as Exhibit “B” shall be in effect for the duration of the Project.

SS 1.0 Additional Pump Station Option

The Basic Services Fee includes the design cost budget for the top tier pump station options as defined in the Proposal (Tier 2 or Tier 3):

Tier 2 – Skid-Mounted Pumps with Traditional Building and Piping: This pumping station includes skid-mounted pumps with a traditional building. By bundling the pumps and controls onto a common skid, design time and construction schedule are slightly reduced compared to a Traditional Pump Station.

Tier 3 – Traditional Pump Station: This option offers the greatest ability to customize the design and features associated with the pump station. Drawings and construction documents would be created for a new building, pumping equipment and controls necessary for a complete and operable system. While this alternative offers the most opportunity for customization, it also presents the longest schedule and highest design cost.

As part of the Pump Station Alternatives Workshop, the CITY will select the pump station option they prefer. Tier 1 is included below as a Supplemental Service to allow for the CITY to choose any of the tier options presented and respectively control the project budget for the different levels of design effort.

At the CITY’s written request, the CONSULTANT shall:

• Provide reduced design services for the bottom tier pump station option with a pre-packaged pump station (Tier 1).

Tier 1 – Pre-packaged Pump Station. This alternative includes development of a performance-based specification and drawings to enable a fabricator to design and construct a skid-mounted building that houses the pumps, VFDs, piping, and controls. The entire pump station will be assembled and tested at the factory. Pre-packaged pump stations offer some ability for customization including the type of controls, features, and building exteriors. This alternative presents the shortest schedule and lowest design cost.
## EXHIBIT B
### FEE SCHEDULE

**RAW WATER PUMP STATION AND PIPELINE PROJECT**

### B.1 BASIC SERVICES FEE SCHEDULE

Scope of services, tasks and associated fees.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Preliminary Design</td>
<td>$534,910</td>
</tr>
<tr>
<td>2 Final Design</td>
<td>$846,245</td>
</tr>
<tr>
<td>3 Bidding Phase Support Services</td>
<td>$59,330</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,440,485</strong></td>
</tr>
</tbody>
</table>

Supplemental Service Deduct for Tier 1  ($326,923)

### B.2 STANTEC HOURLY RATES

<table>
<thead>
<tr>
<th>Labor Category/Job Title</th>
<th>Hourly Rate&lt;sup&gt;(1)&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Officer/Senior Technical Expert</td>
<td>$265</td>
</tr>
<tr>
<td>Principal Professional</td>
<td>$225</td>
</tr>
<tr>
<td>Program Manager/Supervisory Professional</td>
<td>$210</td>
</tr>
<tr>
<td>Senior Associate Engineer/Designer</td>
<td>$200</td>
</tr>
<tr>
<td>Project Associate Engineer/Designer</td>
<td>$185</td>
</tr>
<tr>
<td>Associate Engineer/Designer</td>
<td>$170</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$160</td>
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<tr>
<td>Associate Professional</td>
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<tr>
<td>Project Professional</td>
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<tr>
<td>Staff Professional</td>
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</tr>
<tr>
<td>Senior Administrator</td>
<td>$130</td>
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<td>Administrative Assistant</td>
<td>$115</td>
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Rates for Other Direct Charges\(^{(2)}\)

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Vehicle Mileage(^{(3)})</td>
<td>IRS Rate</td>
</tr>
<tr>
<td>Travel: car rental, hotel, and per diem</td>
<td>At Cost</td>
</tr>
<tr>
<td>Mark-up on Subconsultants/Outside Professional Services</td>
<td>10%</td>
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</table>

1. Hourly rates include salary, overhead, and profit. Rates are effective through December 31, 2020. For subsequent calendar years, the hourly rates may be adjusted each year as negotiated between CITY and CONSULTANT.

2. Computer time charges are incorporated into the hourly billing rates and will not be billed separately.

3. Vehicle mileage shall be billed at current IRS audit rate at the time of service performance.

4. Project related services shall be billed once monthly.

5. Office related consumable supplies (e.g., copies, printing, faxing, telephone, courier, etc.) shall be billed at cost with “no additional markup.”

6. Project related printing and reproduction services shall be billed at cost with “no additional markup.”

7. Subconsultants shall be billed at cost plus a 10% markup.
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Start Date</th>
<th>Finish Date</th>
<th>Duration</th>
<th>Predecessors</th>
</tr>
</thead>
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<td>205305372.00</td>
<td>Project Milestones</td>
<td>18-Nov-19</td>
<td>25-Sep-20</td>
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<td>A1010</td>
<td>NTTP</td>
<td>18-Nov-19</td>
<td>25-Sep-20</td>
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<td>A1040</td>
<td>Project Completion</td>
<td>25-Sep-20</td>
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<th>Activity ID</th>
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<td>Package 1 - Pipeline</td>
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<td>Package 3 - Package Workshops</td>
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<td>A1260</td>
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<th>Activity Name</th>
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<td>A1100</td>
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<td>25-Sep-20</td>
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</tr>
</tbody>
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### Milestones
- Project Start: 18-Nov-19
- Project Finish: 25-Sep-20

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**City of Arvada - Raw Water Pump Station And Pipeline Project**

**Baseline Schedule**

**Remaining Level of Effort**

**Milestone**

**Actual Work**

**Project Baseline Bar**

**Remaining Work**

**Critical Remaining Work**

---

**Summary:**
- Project Start: 18-Nov-19
- Project Finish: 25-Sep-20
- Total Duration: 216.00 days

**Activities:**
- Project Milestones
- Preliminary Design
- Final Design
- Bidding
- 9909 - Direct ARC Charges
- Indirect ARC Charges
City of Arvada
12 MGD Raw Water Pump Station and Pipeline
High Level Concept
Pumping Water from Arvada Reservoir to the Ralston WTP
REQUEST FOR QUALIFICATIONS

RFQ #: RFQ-19-12 MGD Raw Water Pump Station and Pipeline
Title: 12 MGD Raw Water Pump Station and Pipeline
RFQ Issued: 8/30/2019
Informational Meeting: N/A
Question Deadline: 9/13/2019 4:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com
Qualifications Due By: 9/20/2019 3:00 p.m. local time
Electronic Submissions must be submitted online at BidNet Direct.com by the above date and time.
Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation.
Late responses will not be considered for award.

For additional information, contact: Nancy Allen at nallen@Arvada.org
Contact with the requesting department may result in vendor disqualification.

City of Arvada Project Manager: William Jennings PE.
Senior Engineer

Arvada 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.
I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

6. OPEN RECORD REQUESTS. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 et seq.), which may require the City of Arvada to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.

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

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

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

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

11. SUBCONTRACTING. Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

A. Successful Vendor ("Contractor") shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails
to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").

B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
   (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
   (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.

E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.

F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.

G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

13. 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.

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

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

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

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

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

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

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

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

II. SPECIAL TERMS AND CONDITIONS

1. TERM OF CONTRACT. The contract shall commence on the date determined in the final negotiated agreement. The Contract may also include the option for contract renewals following the initial one (1) year period, up to five (5). Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract. During the option period(s), the City may consider an adjustment to pricing. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

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

3. 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.

4. 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. Commingling 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.

5. 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 RFQ, 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.

III. 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 $100,000 each accident/disease and $500,000 aggregate.

3. ☒ Automobile Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

4. ☒ Umbrella Liability of $5,000,000 following form to the Commercial General Liability.

5. ☐ Builders Risk or Course of Construction Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☐ Professional Liability Professional Liability insurance in an amount of not less than One Million Dollars and No cents ($1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☐ Pollution Legal Liability Insurance for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily injury, personal injury and property Damage.
8. □ Privacy/Network/Cyber Liability Insurance for limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

- 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.

IV. ADMINISTRATIVE INFORMATION

A. PURPOSE - TO ESTABLISH A CONTRACT:
The purpose of this Request for Qualifications is to provide vendors with sufficient information regarding the City's needs in order to establish a contract with the City.

RFQ documents must be received by the date and time established in this solicitation. Once the deadline has passed, documents will not be accepted and will be returned to the vendor.

Submitted documents are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an award is made.

B. PREPARATION AND SUBMISSION

Offers will be prepared as follow:
1) 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.

2) The only authorized version of this Solicitation and addenda is available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.

C. RESPONSE FORMAT

The following items are to be included in your proposal. The entire proposal document may be no longer than twenty five (25) pages, excluding front and back cover pages, personnel resumes, subcontractor resumes, and table of contents page.

To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

1. Cover Letter
Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFQ (please note that significant exceptions may make your proposal nonresponsive). This letter should also provide principal contact information for this RFP, including address, telephone number, e-mail, and website (if applicable).

2. Company Information
   a) Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
   b) Identify the year in which your company was established and began providing consulting services.
   c) Describe any pending plans to sell or merge your company.
   d) Provide a comprehensive listing of all the services you provide.

3. Firm’s Related Experience
   Describe your company’s qualifications to perform the work described in Section II. Ensure that your description demonstrates how your company meets or exceeds the Minimum Mandatory Qualifications. Include an itemized description of how your company meets or exceeds each of the minimum mandatory qualifications outlined below. The successful firm will demonstrate conclusively how the company exceeds these minimum mandatory qualifications and will also communicate additional qualifications that would bring additional value to the project. Failure to meet or exceed the following minimum requirements, which are stated below, will disqualify your response.

   a) Firm’s Related Experience: State firm’s particular abilities, experience, and qualifications related to this project.
   b) Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
      i. Client/company name,
      ii. Contact name,
      iii. Phone number,
      iv. Fax number,
      v. Email address,
      vi. Brief description of project,
      vii. Status of project,
      viii. Results of the project.

   The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

   c) Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
      a. Qualifications of Subcontractors: List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

4. Technical Area
   In the Technical Area, the Consultant should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFQ. Further, the Consultant should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Consultant provide sufficient content and detail to answer completely the following questions.
   a). Understanding of Compliance with Technical Requirements
      i. Does the proposal demonstrate a firm understanding of the requirements and goals of the Scope of Work as well as industry standards and reasonable expectations for a company in the industry?
      ii. Does the proposal fully and completely address each requirement and goal of the Scope of Work?
      iii. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
      iv. Does the technical solution seem realistic?
v. Does it generally appear that the Consultant knows and thoroughly understands the business and requirement?

In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. Resumes do not count toward the page limit. It is highly recommended that the Consultant is to provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

b) Project Approach
   i. In the Technical Area, the Consultant should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, proposed concept exhibits and detailed specifics are all encouraged.
   ii. Project Management Approach including discussions on
       o Overall Project Management
       o Budget and Cost Control Describe the firm’s project and budget management program.
       o Quality Assurance/Quality Control: Describe the firm’s quality assurance/ quality control program.

5. Schedule
   The City anticipates awarding a design contract and notice to proceed around the middle of October to the selected firm. The pump station and pipeline must be operational by September 2021. The City is open to Alternative Delivery methods. It is expected the Consultant to clearly demonstrate how to accomplish with in this timeframe. The schedule shall be on shown on a 11x17 sheet.

6. Price Area
   Submit a Rate sheet for project team.

D. REJECTION OF OFFERS
1. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
   a) The vendor misstates or conceals any material fact in its Proposal;
   b) The vendor’s Offer does not strictly conform to the law or requirements of the Solicitation;
   c) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
   d) The Offer does not include documents which are required for submission with the Offer; or
   e) The offer has not been executed by the vendor through an authorized signature.

2. The City may, at its sole and absolute discretion:
   a) Reject all or parts of Offers submitted by prospective vendors;
   b) Re-advertise this Solicitation;
   c) Postpone or cancel the Solicitation;
   d) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
      i. is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
      ii. 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.
      iii. has pending litigation against the City on the date and time that the Solicitation is due.
V. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFQ Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

1. Firm’s related experience. (20 Points)
2. Results of previous projects. This criterion may include reference checks. (10 Points)
3. Evaluation of the qualifications of assigned personnel. (10 Points)
4. Firm management to include Quality Control/Quality Assurance program, budget controls, and cost controls. (5 Points)
5. Understanding of project requirements and project approach/proposal. (30 Points)
6. Ability to complete the work in the required time frame. (25 Points)

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).

VI. SCOPE OF WORK

The City of Arvada (City) requests engineering services for conceptual design, preliminary design, final design, permitting, bidding, and construction phase services for the Ralston Water Treatment Plant Raw Water Pump Station project and the design of approximately 7000 ft of waterline. Project maps and additional information is included in Exhibit A.

SPECIAL CONDITIONS

- Delivery schedule: The pump station must be operational by September 2021. Due to the compressed schedule the City is open to Alternative Delivery Methods.
- The normal feed for the City's Ralston WTP is Ralston Reservoir, owned by Denver Water. Denver Water is planning on taking Ralston Reservoir off-line in October 2021. The planned 12 MGD pump station will supply an alternative source of water for the City's main treatment facility, Ralston WTP.
- The City will consider various methods for design, bid, and construction.

The project will generally include the following:

- Conceptual design of pump types and pump station configuration.
- Selection of preferred pump station configuration and final design of a new pump station with firm capacity of 8,333 GPM (12 MGD). The system will capable of a delivery ranging from 700 GPM (1 MGD) to 8,333 GPM (12 MGD).
- The pump station will be located in a new building near the outlet of the Arvada Reservoir. It will pump raw water from the Arvada Reservoir.
- The pump station will lift water approximately 120 ft. into an existing raw water pipeline that supplies water to the Ralston Water Treatment Plant. Delivery pressure at Ralston WTP is 20 PSI.
• The pump station building will be masonry construction consistent with the style and appearance of the existing Arvada Water Treatment Plant buildings.

• Perform a power study to identify pump station electrical loads and options available to supply a new electrical power supply for the new Pump Station, including options for a backup generator. Electrical tasks include field investigations, utility coordination, and permitting.

• Integrate pump station control with the existing plant SCADA system. Work will be specified by Engineer and performed by Contractor.

• Design of a 7,000 foot pipeline to convey the pumped water to the raw water delivery system for the City’s Ralston Water Treatment Plant. The construction for the pipeline will be bid separately from the pump station.

**Project Management** will be ongoing through the duration of the project including coordination and attendance at project meetings and ongoing project management activities including management of subcontracts, invoicing, progress reports, and coordination of project staff.

Requirements include monitoring work schedule and budget and providing general contract administration. The successful firm will prepare monthly status reports with invoices addressing tasks completed, updates on cost and schedule controls, and deliverables.

Firm will attend one project kick-off meeting and monthly design progress meetings with City staff and supply meeting notes to attendees. A review workshop shall be held to review the Basis of Design Report, the 30 percent complete preliminary design, and confirm decisions and direction going into final project design. Project review meetings will be held after the 60 percent and 90 percent complete submittals are made. When possible, project review meetings will be combined with project progress meetings for efficiency.

**Geotechnical investigation** will also be performed at the proposed location of the new pump station building utilizing the services of the City’s on-call geotechnical consultant. Geotechnical borings are anticipated at the proposed Pump Station site and a geotechnical engineering report will be required for use as the basis of the structural design of the pump station building. Engineer will coordinate the requirements of the geotechnical field investigation and report.

**Survey** The Consultant, using organic staff or sub-consultants, shall conduct a thorough ground survey of the project area and shall provide surveying for all design and construction services.

i. Survey control shall be tied to applicable aliquot corners and section lines as defined by the Public Land Survey System (PLSS). Any aliquot corner used for control shall meet the physical standards for PLSS monuments as defined in Section 6.4 under the by-laws and rules of the Colorado State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors. The consultant shall be responsible for hiring a Colorado Professional Land Surveyor to upgrade those monuments, if necessary, and to re-establish any section corner, quarter corner or sixteenth corner disturbed or destroyed due to the construction of this project. Vertical control shall be tied to an exclusive datum established by the City of Arvada.

ii. Project Benchmark(s). The Consultant shall identify a City of Arvada benchmark appropriate for the project benchmark. The City has an interactive benchmark map available online at arvada.org

iii. Topographic Survey. The Consultant shall conduct a topographic survey of the project area of detail sufficient to produce contour maps at a one (1) foot contour interval at a horizontal scale of no greater than 1 inch = 50 feet.

iv. Property Boundary Survey. The Consultant shall conduct a property boundary survey of the project area that identifies all utility easements and property lines and locates as many property corner pins as possible. Unfound pin locations shall be clearly noted on all survey documents, design drawings, and maps.

v. Constructed Infrastructure Survey. The Consultant shall identify all surface structures within the project area. Surface structures include, but are not limited to, buildings, fences, signs, trees, utility poles, and electric cabinets.

vi. Utility Survey. Ground survey of underground and overhead utilities and easements within the project area shall be performed for the various alternative storm drainage designs identified during the alternative analysis phase of the project in order to identify and reduce utility conflicts. The Consultant will identify underground utilities by potholing and
shall have a representative onsite to confirm utility type, material and horizontal and vertical location of utilities. Horizontal and vertical locations of utilities shall be obtained under this task;

**Power Study**: Electrical Utility Coordination and Permitting and Coordination with the electrical utility company as required for the new pump station power feed and transformer, including support with any applications and permitting requirements.

**Preliminary Design** will consist of information gathering and updating of the preliminary layouts and cost estimate developed during the previous preliminary design study with revisions based on a pump station building with a lower level subfloor basement. Following Preliminary Design Review Workshop, the Firm will incorporate City comments into a preliminary design and develop a **Basis of Design Report** and 30% design reflecting selected Pump Station configuration, design criteria, and construction sequencing.

**Pump Station Final Design** will include a detailed design of the pump station and development of contract bid documents, consisting of drawings and specifications for use in obtaining permits, soliciting bids, and construction of the new pump station. Documents will be provided to the City for review at 60% and 90% of design completion.

**Final Design Drawings and Specifications, and Engineer’s Opinion of Probable Construction Costs (OPCC)**. Prepare construction drawings and specifications in sufficient detail for competitive bidding with progress submittals at each successive completion milestone. Prepare and submit technical and “front-end” general and contractual specifications for competitive bidding at the 90-percent and 100-percent levels of completion. Prepare and submit bid form. Update and submit the engineer’s opinion of probable construction cost at each successive completion milestone. Hold 60-percent and 90-percent completion meetings.

Deliverables must include the following documents at each completion milestone:

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<td>General Notes, Legend, Symbols and Abbreviations</td>
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<td>Building Elevations (2 Sheets)</td>
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<td>Building Sections (2 Sheets)</td>
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<td>Architectural Details and Schedules (2 Sheets)</td>
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Approvals and Permitting – Firm will coordinate, prepare applications, and submittals necessary to obtain required City regulatory approvals and permits including:

- City of Arvada, Site Development Permit
- City of Arvada, Development Review Site Plan Application
- City of Arvada, Building Division Plan Review
- Arvada Fire Protection District, Plan Review

Coordination with review agencies will begin during design and will typically extend into bidding and construction. The City pays all permit application and review fees.

City of Arvada Engineering – Site Development Permit (Stormwater). The Firm will prepare and submit Site Development Permit Application to the City of Arvada for review and incorporate revisions needed so the Contractor can obtain a Site Development Permit for construction. Prepare Sediment and Erosion Control Plans showing BMPs
to be applied and including standard plan notes and details per City standards. The drawings will be included in the project bid documents and will also be assembled into a separate set to be submitted to the City. A review of the City’s existing MS4 permit for the site will also be conducted.

**City of Arvada Planning – Development Review Site Plan Application.** The Firm will schedule and attend a pre-application meeting with the City Planning department. Prepare site plan and application, schedule and attend pre-submittal meeting with City Planning Department, and submit Site Plan to the City of Arvada for review and approval. Site Plan submittal at a minimum will include:

- Application Form
- Legal Description and Proof of Ownership (to be provided by City)
- Project Description
- Site Plan Map (showing both existing and proposed facilities)
- Utility Plan
- Erosion Control Plan
- Architectural Plan and Elevations (for proposed facilities only)
- Geotechnical Report

Coordinate with the City Planning Department through the review process to address comments. This scope assumes the project will follow the City’s Administrative Review process with up to three rounds of City review and no public hearing.

**Arvada Fire Protection District** – Prepare and submit Plan Review and Construction Permit Application to the Arvada Fire Protection District. Coordinate with reviewer to address comments and obtain approval.

**City of Arvada Building Division** – Include submittal of drawings to the City Building Division for building code and energy code compliance review and incorporating revisions needed so the contractor can obtain a building permit for construction.

**Bid Phase Services.** Engineer will support the City during the bidding phase through attendance at the pre-bid meeting, technical support, preparation of addenda, bid tabulation, evaluation of the low bidder, and recommendation of award. The City will distribute the bid documents (drawings, specifications and geotechnical report) via the Rocky Mountain Bid Net service.

**Construction Phase Services** This task will be defined and negotiated once the Delivery Method and project schedule is identified.
REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _______________________________________________________________________________________

Contact Names: Sales/Customer Service ____________________________________________________________________

Address: _____________________________________________________________________________________________

Phone: (______) ____________________ Email(s): __________________________________________________________

The undersigned hereby affirms that:

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

By:__________________________________   ______________________ _______________________________
    Signature of Authorized Agent                     Date          FEIN

__________________________________    ______________________ _______________________________
    Typed/Printed Name of Agent                 Title of Agent   Agent email

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

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

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

Page #:______ Item # or Section: _________________________
    Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
    Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
    Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
    Variance __________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
    Variance __________________________________________________________________________________________
SUBMITTAL INSTRUCTIONS:
Qualifications must be submitted in the order listed below with each section clearly identified.

• Submit ON-LINE OR one (1) unbound original proposal, X copies and one (1) copy on a flash drive.

• Cover & Executive Summary.

• Detail Firm’s and employees’ Capabilities, Experience, Licensing, and Compliance Status.

• Details of Qualifications – products & services, implementation timeline and warrantees.

• Completed City Submittal Forms including this sheet and all other attachments requested.

• Pricing – All fee and costs associated with the offering.

• Performance Measures Form, when this is for an applicable service.

• Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.

• CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

• Please initial to acknowledge Addenda, if any:
#1 _________________________ #2 ______________________ #3 _________________________

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: _________________________________________
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Name: ___________________________________________     Contact Person: ______________________
Address: __________________________________________________________________________________
Telephone No: ______________________________________ Email: _______________________________
Describe type of work/service performed or items supplied: _________________________________________
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PERFORMANCE MEASURES FORM INSTRUCTIONS:
The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the
City in response to solicitations for Services (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor’s performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor’s self-scored measures.

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

(a) Price/Cost
   Example Measure: Consultant will submit detailed invoices substantiating amounts requested.
   1. ____________________________________________________________________________________
   2. ____________________________________________________________________________________

(b) Punctuality/Responsiveness
   Example Measure: Reporting of project status will occur monthly with the City and consultant’s Project Manager.
   1. ____________________________________________________________________________________
   2. ____________________________________________________________________________________

(c) Quality/Reliability
   Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.
   1. ____________________________________________________________________________________
   2. ____________________________________________________________________________________

(d) Sustainability and/or Innovation
   Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.
   1. ____________________________________________________________________________________
   2. ____________________________________________________________________________________

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

PERFORMANCE AND PAYMENT BOND

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ___day of _______________, 20 .

IN PRESENCE OF: PRINCIPAL_____________________________

By______________________________

Address ____________________________

(Corporate Seal) OTHER PARTNERS

(Surety Seal) SURETY__________________________

Attorney-___________ in _________ Fact ____

Address__________________________

Note: If Contractor is Partnership, all partners should execute Bond.
Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

5
AN AGREEMENT BETWEEN THE CITY OF ARVADA AND STANTEC CONSULTING SERVICES INC. FOR DESIGN AND ENGINEERING SERVICES FOR A RAW WATER PUMP STATION AND PIPELINE IN AN AMOUNT NOT TO EXCEED $1,440,485.00

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”) and Stantec Consulting Service Inc. whose place of business is located at 1560 Broadway, Suite 1800, Denver, Colorado 80202 (“Contractor”).

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified firm to provide permitting, power load study, environmental survey, site survey, subsurface utility engineering, geotechnical investigation, basis of design report, preliminary design, final design, and professional engineering consulting services for a new raw water pump station and approximately 7,400 feet of pipeline.

2.2. On or about August 30, 2019, Arvada issued a Request For Qualifications for 12 MGD Raw Water Pump Station and Pipeline, RFQ-19-12 MGD Raw Water Pump Station and Pipeline seeking proposals from qualified firms to provide professional services described in Sec. 2.1 (“the Work”). The RFQ includes: Exhibit A, Scope of Services; Exhibit A-1, Supplemental Services; Exhibit B, Fee Schedule; Exhibit C, Project Schedule; Maps and Drawings titled, City of Arvada 12 MGD Raw Water Pump Station and Pipeline High Level Concept; and an Addendum titled, Questions and Answers RFQ-19-12 MGD Raw Water Pump Station and Pipeline.

2.3. Contractor has extensive experience in water infrastructure and alternative project delivery methods related to pump stations, lift stations, and pipelines. On or about September 20, 2019, Contractor submitted its Response to Arvada’s RFQ (“Response”).

2.4. Arvada has determined that Contractor has the requisite background, skill, specialization, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.

2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its own discretion, use other City approved consultants to perform similar professional services, and that this Agreement in no way limits Arvada from hiring other advisors or constitutes a contract for exclusive services from Contractor.

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

   Exhibit 1: Arvada’s RFQ-19-12 MGD Raw Water Pump Station and Pipeline; including RFQ Exhibits A, A-1, B, C, provided maps and drawings, and addendum; and
Exhibit 2: Contractor’s Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of Arvada, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of 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. Arvada shall provide notice to Contractor in the event Arvada fails to appropriate funds, and in such event Contractor's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

5. SCOPE OF SERVICES. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address 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.

6. TERM.

6.1. This Agreement will become effective and binding on all parties upon Arvada’s execution of the Agreement, which will occur within a reasonable time following Arvada’s receipt of the executed Agreement from Contractor.

6.2. The term of the Agreement shall be from issuance of the Notice to Proceed to Contractor’s completion of the Work which shall occur by September 25, 2020.

6.3. While Arvada has listed its major requirements for its solicitation in the RFQ, 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.

7. COMPENSATION. Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement. The total amount for the Work shall not exceed $1,440,485.00. Contractor agrees to submit monthly invoices for actual services completed to
Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

8. CHANGE ORDER PROCESS.

8.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.

8.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.

8.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

9. STAFF DIRECTION. Arvada designates William Jennings as Arvada’s Project Manager. Mr. Jennings 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 Manager(s) at its own discretion and will promptly notify Contractor of any such change in writing.

10. QUALITY OF WORK. The Work performed by Contractor shall be done in accordance with generally accepted professional practices and to the level of competency presently maintained by other practicing professional consultants in the same type of work in the Denver metropolitan community.

11. TERMS AND CONDITIONS IN SOLICITATION. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and other RFQ requirements, and agrees to be bound by those terms and conditions as edited below. The following sections of Arvada’s General Terms and Conditions in the RFQ will be amended and replaced with the following sections.

11.1. Number 2, Taxes, of Arvada’s General Terms and Conditions is amended to state as follows:

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

11.2 Number 4, Indemnification of City, of Arvada’s General Terms and Conditions is amended to state as follows:
“4. INDEMNIFICATION OF ARVADA. Architect, Engineer, Surveyor Services for Public Works Construction. Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys’ fees and related costs) arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions, or negligence of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada’s own negligence. “

11.3 Number 7, Ownership of Work Product, of Arvada’s General Terms and Conditions is amended to state as follows:

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

11.4 Number 14, Right to Terminate, of Arvada’s General Terms and Conditions is amended to state as follows:

“14. RIGHT TO TERMINATE. Upon 30 days’ written notice to the Contractor, the City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties. Both Parties may terminate this Agreement upon seven days’ written notice in the event that either Party has committed material breach of this Agreement. Non-payment of the Contractor’s invoices that are not under dispute will be considered a material breach of this Agreement.”

12. 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.

13. 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 maintains a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement and the mutually agreed upon schedule, subject to Section 10 (Quality of Work). 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.

14. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed by Contractor on the final page of its Response/Proposal to Arvada’s solicitation and accepted by Arvada, which are included in the Contract Documents that are exhibits to this Agreement.

15. 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.

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

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

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

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

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

DATED this__________day of__________________________, 20__.

CITY OF ARVADA, a Colorado home rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ________________________________________

STANTEC CONSULTING SERVICES INC.

Robert Armstrong, Project Development Leader
1560 Broadway, Suite 1800
Denver, Colorado 80202
RESOLUTION NO. R19-106

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND STANTEC FOR PROFESSIONAL SERVICES RELATING TO THE CIVIL ENGINEERING DESIGN OF RALSTON RAW WATER PUMP STATION AND PIPELINE PROJECT IN AN AMOUNT NOT TO EXCEED $1,440,485.00.

PROJECT NO. 19-WA-40

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00. Project No. 19-WA-40.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

_____________________________
Marc Williams, Mayor

ATTEST:

_____________________________
City Clerk

APPROVED AS TO FORM:

_____________________________
Rachel A. Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-107 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

Report in Brief

The City of Arvada entered into a one year agreement with FirstBank of Arvada, FirstBank North, and FirstBank of Wheat Ridge to provide subsidized loans under the City Essential Home Repairs Program in 2019. A new Agreement is proposed to continue the partnership with FirstBank for the Essential Home Repairs Program in 2020.

The Arvada team recommends that the City Council approve Resolution R19-107, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program.

Financial Impact

The total estimated subsidy cost to the City is no more than $40,000. Sufficient funds are budgeted and funding is available to cover this anticipated cost.

Background

This Program has provided services and related financing for the rehabilitation and improvement of single family, owner occupied homes for low and moderate income households in the City since 1979 and utilized private lenders for the 0% and 3% loan options available through the Program. In September of 2014, the City put out an RFQ to select a lender for the program and FirstBank was chosen at the conclusion of that RFQ process. Subsequently, the City has entered into a yearly agreement with FirstBank to continue their participation in the program.

Discussion

Since 1982, private lenders participating in the Program have made over 181 loans. The current agreement terminates on December 31, 2019. A new agreement to continue this collaborative public/private partnership for the Essential Home Repairs Program is necessary for 2020. The proposed agreement for 2020 mirrors the original agreement executed for the program for 2019.

The Agreement will provide banking services for subsidized 0% and 3% single family housing rehabilitation loans through the Essential Home Repairs Program to low and moderate income Arvada homeowners. The three FirstBank locations participating in the Program will include:

•FirstBank - Northwest 6355 Ward Road, Arvada
•FirstBank - North 8800 Wadsworth Blvd., Arvada
•FirstBank - Northwest 4350 Wadsworth Blvd., Wheat Ridge
The proposed agreement with FirstBank will run from January 1, 2020 through December 31, 2020.

It is estimated that in 2020 the City will process, at a maximum in cooperation with FirstBank, three 0% interest loans and three 3% interest loans at a total estimated subsidy cost to the City of no more than $40,000. Sufficient funds are budgeted and funding is available to cover this anticipated cost.

**Public Contact**
Posting of the City Council agenda.

**Commission Recommendation**
N/A

**Strategic Alignment**
As this action supports the availability of owner occupied affordable housing for Arvada residents, the proposed actions aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan.

**Alternative Courses of Action**
N/A

**Recommendation for Action**
The Arvada team recommends that the City Council approve Resolution R19-107, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program.

**Suggested Motion:**
I move that R19-107, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program, be (approved) (rejected).

Prepared by:
William Quintanilla, Housing Rehabilitation/Loan Specialist

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/31/2019

Approved by:
Jessica Prosser, Assistant to the City Manager 10/29/2019
Bryan Archer, Director of Finance 10/30/2019
Gail Walker, Legal Specialist-Contracts 11/4/2019
Emily Grogg, Senior Assistant City Attorney 11/4/2019
Rachel Morris, City Attorney 11/4/2019
SUBJECT: R19-107 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-107

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND FIRSTBANK FOR PROVISION OF LOANS THROUGH THE ESSENTIAL HOME REPAIRS PROGRAM

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and FirstBank for Provision of Loans through the Essential Home Repairs Program.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

_________________________________
Marc Williams, Mayor

ATTEST:

_________________________________
City Clerk

APPROVED AS TO FORM:

_________________________________
Rachel A. Morris, City Attorney
AN AGREEMENT BETWEEN THE CITY OF ARVADA,
AND FIRSTBANK FOR PROVISION OF LOANS THROUGH
THE ESSENTIAL HOME REPAIRS PROGRAM

1.0 PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule
municipal corporation ("Arvada") and FirstBank - Northwest, 6355 Ward Road, Arvada
CO 80001, FirstBank - Northwest, 4350 Wadsworth Blvd., Wheat Ridge, CO 80033, and
FirstBank - North, 8800 Wadsworth Blvd., Westminster, CO 80020 ("FirstBank").

2.0 RECITALS AND PURPOSE.

2.1 Arvada requires banking services for the City of Arvada Essential Home Repairs
Program (the "Essential Home Repairs Program" or "Program").

2.2 FirstBank has the requisite staff and expertise and has been providing banking
services for provision of loans for the Program.

2.3 Arvada desires that FirstBank continue to provide banking services for provisions
of loans for the Program.

2.4 Funds sufficient to satisfy all obligations on the part of Arvada have been
previously allocated from federal Community Development Block Grant funds. This
Agreement is not intended to constitute a multi-fiscal year obligation within the meaning
of Article X, Section 20 of the Colorado Constitution.

3.0 TERMS AND CONDITIONS.

3.1 The term of this Agreement shall be for one year and shall commence January 1,
2020, through and including December 31, 2020.

3.2 FirstBank shall commit $300,000 to the Essential Home Repairs Program for a
one-year period commencing on January 1, 2020. This amount shall be made available
by FirstBank solely for use as housing rehabilitation loans pursuant to the Essential
Home Repairs Program. FirstBank shall not be obligated to fund subsidized loans if
Arvada does not have sufficient funds available to make interest subsidy payments.

3.3 FirstBank shall charge an initial annual interest rate on all 5-year loans (less than
$10,000) approved by FirstBank equal to the Wall Street Journal Prime rate in effect on
the date on which the loan application is received by FirstBank. For loans of 10 years
approved by FirstBank under the Program, FirstBank will charge an initial rate equal to
the Wall Street Journal Prime Rate that is in effect on the date on which the loan
application is received by FirstBank plus 0.5%. If either the Wall Street Prime rate or the
10 year home equity loan rate is below 5% at loan application, a 5% interest rate will be
used for the loan. The applicable interest rates shall apply to only those loans approved
after the date of execution of the Agreement and through the term of this Agreement.
Loans shall be made until the funding committed by FirstBank or Arvada is exhausted.
The loans the City presents to FirstBank that are for low and moderate income applicants shall be subsidized by a lump sum payment made at the time of closing. The loans for applicants whose maximum income is 130% above the subsidized limit shall be made by FirstBank at the prevailing home equity installment loan rate.

3.4 FirstBank shall provide all loan collection services and pay all costs applicable for loans made under the conditions of this Agreement.

3.5 FirstBank shall provide all loan services and pay all costs applicable, including the appraisal fee, for loans made under the conditions of this Agreement.

3.6 FirstBank shall pay all loan loss reserve costs for all loans made under the conditions of this Agreement.

3.7 FirstBank shall not discriminate against any person, business, corporation or entity for reason of race, religion, age, marital status, sex, sexual orientation, military status, or condition of disability for purposes of this Agreement.

3.8 FirstBank agrees to abide by all Local, County, State and Federal rules, laws, ordinances or regulations pertaining to this Agreement and the Essential Home Repairs Program.

3.9 FirstBank shall comply with all applicable provisions of the Program Guide of the Essential Home Repairs Program before releasing loan funds.

3.10 FirstBank shall pay all data processing costs incurred for loans made under this Agreement.

3.11 FirstBank shall not charge any loan application fee, loan origination fee, appraisal or similar charges to an applicant for a loan through the Essential Home Repairs Program.

3.12 Loan approval or disapproval shall be completed, upon compliance with Bank's documentation requirements, no later than 7 business days after application.

3.13 FirstBank shall provide the following services in closing the loan:

a. **Subsidized Loans:** Upon approval of a loan by FirstBank and Arvada, FirstBank shall close the loan with the applicant. The proceeds check shall be made jointly to the applicant and Arvada. The check shall be released to Arvada after the 3 day right of rescission period and upon receipt of the interest subsidy payment and “Determination of Interest Subsidy” from Arvada. Arvada shall hold the funds in an escrow account for the owner. Upon completion of the construction work, any remaining funds in the escrow account shall be issued to FirstBank for reducing the principal of the applicant’s loan. No adjustment shall be made to the applicant’s monthly payment.
b. **Non-Subsidized Loans:** Upon approval of the loan by FirstBank, FirstBank shall close the loan with the applicant. The loan proceeds shall be made by check jointly to the applicant and Arvada. The check shall be released to Arvada after the 3 day right of rescission period. Arvada shall hold the funds in an escrow account for the owner. Upon completion of the construction work and full payment for such work, any remaining funds in the escrow account shall be paid to FirstBank for reducing the principal of the applicant’s loan. No adjustment shall be made to the applicant’s monthly payment.

3.14 In the event a loan applicant prepaids a subsidized loan, Arvada shall be entitled to a refund from FirstBank of that portion of the interest subsidy which was paid by Arvada to FirstBank at the time of execution of the Loan. That portion of the interest subsidy to be refunded to Arvada will be determined by BANK upon payoff of the loan.

3.15 During the term of this Agreement, except as provided, FirstBank shall not alter or modify its criteria concerning the following for loan approval and processing except as may be required by law, or except with the written consent of Arvada.

a. **Loan Underwriting.**

1. FirstBank will lend up to a maximum of $50,000 per loan, not to exceed a 80% loan-to-value ratio and not to exceed a term of 120 months. FirstBank, at its discretion, may originate a loan up to 90% loan-to-value ratio under the terms set forth in this Agreement.
2. There must be 12 months of reliable income history.
3. Net worth will not be a primary consideration, but should be at least zero or above.
4. The borrower’s total monthly obligations should not exceed 40% of total gross income.
5. Good credit history will be vital with no delinquencies beyond 30 days.
6. Any past tax liens, judgments, and collection accounts that are still outstanding will be unacceptable. If these obligations have been paid, FirstBank will accept the loan application for further consideration.

If any of the above criteria does not strictly meet each minimum guideline, FirstBank may still possibly consider the request.
b. Documentation Requirements.

1. Personal financial statement and, if appropriate, business tax returns and financial statements;
2. Personal income verification (paystub, W-2, or tax return);
3. Employment verification (completed by FirstBank);
4. Residential appraisal (if necessary);
5. Ownership and encumbrance report;
6. Flood statement;
7. Copy of the borrower’s homeowner’s insurance;
8. Current credit report; and
9. FirstBank account number to be used for automatic payment.

3.16 FirstBank agrees to process loans at the following locations:

FirstBank - Northwest
6355 Ward Rd
Arvada, Colorado 80004

or

FirstBank - Northwest
4350 Wadsworth Blvd.
Wheat Ridge, Colorado 80033

or

FirstBank - North
8800 Wadsworth Blvd.,
Westminster, CO 80021

FirstBank shall notify Arvada in writing giving 90 days notice prior to relocating either of the bank locations if it becomes necessary during the term of this Agreement.

3.17 FirstBank agrees to perform or provide the following additional services:

a. Pre-screen loan applications submitted to Arvada so that preliminary approval can be ascertained prior to Arvada’s process of verifying income, deposits, and mortgages.

b. Provide at its own expense advertising of the Program when needed as determined by Arvada and FirstBank. Advertising may be through the use of water billing inserts, fliers, the Arvada Press, and the Arvada Report. The expense on behalf of the FirstBank shall not exceed $2,000.00 for the term of the Agreement. And the City will match that amount at a minimum.
3.18 FirstBank agrees that it will approve Program loans that may be in second or third subordinate position behind prior existing debt secured by the applicant’s property. FirstBank will subordinate a loan made through this Program where prior existing debt is refinanced by the applicant upon request by the applicant provided the applicable underwriting criteria applied by FirstBank to loans made through this Program are otherwise met.

3.19 Under the terms and conditions of this Agreement, Arvada’s responsibilities are as follows:

   a. For loans subsidized by Arvada, Arvada shall pay to FirstBank at the time of loan closing, funds in the amount of the difference between the Arvada approved loan interest rate for an applicant and the initial annual interest rate as set forth in section 3.3 calculated upon a prepaid, discounted interest subsidy method for the approved term of the loan.

   b. Arvada shall initiate and secure all verifications of income, deposit, mortgages, tax returns, credit reports, and information concerning floodplain or historical significance as applicable to each loan application. Arvada shall provide the loan applicant with FirstBank’s application form and shall submit the completed application, the verifications and credit report, the description of work and cost estimates, and any other supporting documentation to FirstBank. For City subsidized loans, this information will be forwarded to FirstBank upon either loan approval by the Arvada Screening Committee of the Essential Home Repairs Program or by Arvada’s Housing Rehab/Loan Specialist. All credit reports, mortgage insurance, and title search costs incurred by Arvada, where loans have been executed, may, be collected by FirstBank from the loan recipient at the time of loan closing and paid to Arvada.

The loan proceeds may be used for the cost of repairs, improvement location certificate or survey, and other documentation as required by Arvada and FirstBank.

4.0 TERMINATION.

4.1 This Agreement may be terminated upon any of the following conditions:

   a. The U.S. Department of Housing and Urban Development notifies Arvada to return to the Community Development Block Grant letter of credit those City funds which have not been committed to providing loans through the Essential Home Repairs Program; or

   b. Arvada terminates the Essential Home Repairs Program for whatever reason; or

   c. Upon mutual written agreement of Arvada and FirstBank; or
d. Closure or insolvency of FirstBank; or

e. Termination by either Arvada or FirstBank following 30 days advance
written notice.

5.0 ASSIGNMENT. This Agreement shall not be assigned without the prior written consent
of the parties.

6.0 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 or registered
mail, postage or fees prepaid, addressed to the party to whom the notice is to be given at the
address set forth on the signature page below, or at another address as has been previously
furnished in writing, to the other party or parties. The notice shall be deemed to have been given
when deposited in the United States Mail.

7.0 EXHIBITS. All exhibits referred to in this Agreement are incorporated by reference.

8.0 DELAYS. 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, 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 either
party.

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

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

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

12.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of
the State of Colorado. Venue for any action arising under this Agreement or for the enforcement
of this Agreement shall be in the appropriate court for Jefferson County, Colorado.
13.0  **BINDING EFFECT.** This Agreement shall be to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14.0  **DEFAULT.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

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

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

DATED this _____ day of ___________________, 2019.

CITY OF ARVADA, a Colorado municipal corporation

Marc Williams, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, Colorado 80001-8101

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney
FIRSTBANK - Northwest

By: Matt Cornwell  
Title: President  
Address: 4350 Wadsworth Blvd  
Wheat Ridge, CO 80033

STATE OF COLORADO  
)  
) ss.  
COUNTY OF JEFFERSON  
)

The foregoing instrument was acknowledged before me this 26th day of September, 2019, by Matt Cornwell, as President, FirstBank - Northwest.

Witness my hand and official seal.

(SEAL)

Morgan Johnson  
Notary Public

My commission expires: 5/23/20
FIRSTBANK - Northwest

By: Matt Cornwell
Title: President
Address: 6355 Ward Rd
Arvada, CO 80004

STATE OF COLORADO

) ss.
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 26th day of September, 2019, by Matt Cornwell, as President, FirstBank – Northwest.

Witness my hand and official seal.

(SEAL)

Morgan Johnson
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164019668
MY COMMISSION EXPIRES 05/23/20

My commission expires: 5/23/20
FIRSTBANK - NORTH

By: Dawn Davis
Title: President
Address: FirstBank North,
        8800 Wadsworth Blvd
        Westminster, CO 80021

STATE OF COLORADO

) ss.

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 1st day of
October, 2019, by Dawn Davis, as President, FirstBank - North.

Witness my hand and official seal.

Notary Public

My commission expires: 09/01/2022
REPORT TO CITY COUNCIL  
RESOLUTION  

AGENDA ITEM  

TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019

SUBJECT: R19-108 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with the Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment

Report in Brief

Arvada participated with Arapahoe County and other members of the MAPO Group and has agreed to a contract with Hill Petroleum per MAPO bid # RFP-17-50. Hill Petroleum, a local Arvada business, was determined to be the top-rated offer and supplier for this MAPO solicitation. As a result they will be able to provide fuel on the basis of a fixed, firm rate structure through the period ending August 31, 2020.

The Arvada team recommends that the City Council approve R19-108, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment.

Financial Impact

Financial Impact: $600,000.00

This request is: One-time

Funding Source: General Fund, Water Fund, Wastewater Fund, Arvada Center Fund, Police Tax Increment Fund, Parks Fund, Vehicle Maintenance Fund

Background

The City of Arvada has participated with members of the MAPO purchasing group for our fuel purchases and delivery service for at least twenty years and has benefited greatly from this relationship.

Discussion

The City of Arvada’s portion of this total annual requirement, estimated annually at 217,000 and 62,000 gallons for gas and diesel respectively, benefited greatly from a price and level of service standpoint, by combining needs with other agencies, many of whom had considerably larger volumes. This will effectively serve the fuel requirements of the six (6) City locations that operate under the Departments of Public Works, Utilities, and Parks, Golf and Hospitality Services.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A
Strategic Alignment

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

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R19-108, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment.

Suggested Motion:

I move that R19-108, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment, be (approved) (denied).

Prepared by:
Tom Morahan, Fleet Services Coordinator

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/22/2019

Approved by:
Sharon Israel, Director of Utilities 10/21/2019
Bryan Archer, Director of Finance 10/21/2019
Kimberly Burnham, Senior Assistant City Attorney 10/23/2019
Rachel Morris, City Attorney 11/4/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-108

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BLANKET PURCHASE ORDER IN THE AMOUNT OF $600,000.00 WITH THE HILL PETROLEUM COMPANY, 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 approve the issuance of a purchase order in the amount of $600,000.00 with the Hill Petroleum Company, 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 18th day of November, 2019.

_________________________
Marc Williams, Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
Rachel A. Morris, City Attorney
REPORT TO CITY COUNCIL
RESOLUTION

TO: THE HONORABLE CITY COUNCIL
DATE: November 18, 2019

SUBJECT: R19-109 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles

Report in Brief

Av-Tech Electronics is the local vendor for parts and equipment needed to outfit the City's police vehicles. All new and replacement police vehicles are outfitted with emergency lights and electronics for enforcement activities. The outfitting is performed in the City Fleet bays and the parts are purchased from local vendors.

The Arvada team recommends that the City Council approve R19-109, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles.

Financial Impact

Funds are available in account 54.731020.58107. The parts and equipment will be purchased in accordance with the City and County of Denver contract #0159A, and will meet all City requirements and specifications.

Background

The City purchased new police vehicles for use at the Delta Community Station and each needed additional parts and equipment to meet Arvada's requirements. The City also purchases around 15 new Police Interceptor models each year to replace worn out units. Minor manufacturing changes on the 2019 Police Interceptor model resulted in some of the existing equipment not being adaptable from the retired vehicles to the new models. These needs resulted in much higher than normal purchases from Av-Tech Electronics.

Discussion

Police vehicles are used around the clock to provide public safety. These vehicles are outfitted with lights and electronics to provide additional traffic safety and to provide the officer with real time communications and information. The basic Police Interceptor vehicles are purchased from the local authorized car manufacturers, and then Arvada's Fleet division installs or outfits the vehicles with the needed accessories. Where possible older equipment is reused; however updates and new configurations (to electronics and to vehicles) may require new components.

In 2019 the new Delta Community Police station came on-line and additional police team members were hired to staff this center. Additional police vehicles were needed for these officers.

Public Contact
Posting of the City Council agenda.

**Commission Recommendation**

NA

**Strategic Alignment**

The Fleet Services Division Strategic Result is to provide safe vehicles and equipment that remain reliable and cost-effective through the expected lifespan. In this case, the recommended action is associated with police vehicles. Therefore, the recommended actions supports the Infrastructure and Safe Community Priority Areas of the City Council Strategic Plan.

**Alternative Courses of Action**

NA

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-109, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles.

**Suggested Motion:**

I move that R19-109, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles, be (approved) (rejected).

Prepared by:
Jim Sullivan, Director of Utilities

Reviewed by:
Gail Walker, Legal Specialist-Contracts 10/25/2019
Toni Riebschlager, Law Office Administrator 10/28/2019

Approved by:
Sharon Israel, Director of Utilities 10/25/2019
Bryan Archer, Director of Finance 10/25/2019
Kimberly Burnham, Senior Assistant City Attorney 10/29/2019
Rachel Morris, City Attorney 11/4/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019
Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-109

A RESOLUTION AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS IN THE AMOUNT OF $400,000.00 WITH AV-TECH ELECTRONICS, INC. FOR THE PURCHASE OF SAFETY SUPPLIES, PARTS, AND EQUIPMENT FOR THE OUTFITTING OF EMERGENCY VEHICLES

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

Section 1. The City Manager is hereby authorized to approve the issuance of purchase orders in the amount of $400,000.00 with Av-Tech Electronics, Inc. for the purchase of safety supplies, parts, and equipment for the outfitting of emergency vehicles.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

_____________________________
Marc Williams, Mayor

ATTEST:

_____________________________
City Clerk

APPROVED AS TO FORM:

_____________________________
Rachel Morris, City Attorney
TO:   THE HONORABLE CITY COUNCIL

DATE:  November 18, 2019

SUBJECT:  R19-110 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment

Report in Brief

The Fleet Division purchases from local vendors parts and equipment needed to maintain the City's vehicles.

Parts for many of the trucks in the fleet are purchased from Transwest Trucks Inc. Several expensive repairs have resulted in higher than normal purchases from this vendor and projections are that total costs could exceed $150,000 in 2019. The Arvada team is requesting that City Council authorize a purchase order limit of $175,000 from Transwest Trucks for 2019.

The Arvada team recommends that the City Council approve R19-110, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment.

Financial Impact

Funds for the purchase of vehicle parts and equipment are budgeted in account 54.731020.58107, Repair and Maintenance of Vehicles.

Background

The City's Fleet Division provides scheduled preventive maintenance, emergency and scheduled repairs, and inspection services to Arvada City Departments so they can have safe vehicles and equipment that remain reliable and cost effective through the expected lifespan.

Needed parts and equipment for the vehicles are provided from local vendors. Parts for a number of the trucks in the fleet are obtained from Transwest Trucks Inc. Several expensive repairs have resulted in higher than normal purchases from this vendor. Projections are that total purchases from this vendor could exceed $150,000 in 2019.

Discussion

The City's fleet of vehicles ranges from passenger cars to heavy duty trucks. Each requires scheduled preventive maintenance, emergency and scheduled repairs, and inspection services. The replacement of defective parts and equipment will maintain the safety and reliability of the vehicles.

Vehicle manufacturers will authorize certain vendors to carry and distribute factory parts and equipment. These vendors are to operate in a distinct region. In order to maintain warranties, avoid counterfeit inferior parts, and to maintain the value of the vehicles through disposal, the City purchases parts from these authorized vendors.

Public Contact
Posting of the City Council agenda.

**Commission Recommendation**

NA

**Strategic Alignment**

The Fleet Services Division Strategic Result is to provide safe vehicles and equipment that remain reliable and cost effective through the expected lifespan. As service vehicles are City assets and essential to maintaining the City's infrastructure, the recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

NA

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-110, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment.

**Suggested Motion:**

I move that R19-110, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment, be (approved) (rejected).

Prepared by:
Jim Sullivan, Director of Utilities

Reviewed by:
Gail Walker, Legal Specialist-Contracts 11/4/2019
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Sharon Israel, Director of Utilities 10/25/2019
Bryan Archer, Director of Finance 10/25/2019
Kimberly Burnham, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-110

A RESOLUTION AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS IN THE AMOUNT OF $175,000.00 WITH TRANSWEST TRUCKS INC. FOR THE PURCHASE OF VEHICLE PARTS AND EQUIPMENT

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

Section 1. The City Manager is hereby authorized to approve the issuance of purchase orders in the amount of $175,000.00 with Transwest Trucks Inc. for the purchase of vehicle parts and equipment.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

________________________________
Marc Williams, Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
Rachel A. Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-111 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks

Report in Brief

Fleet Services utilizes a fifteen-point tracking system that is part of FASTER fleet software system to identify vehicle replacement needs. This system tracks and assesses points to three categories: vehicle age, mileage, and maintenance costs. An accumulation of fifteen points renders the vehicle no longer cost effective to retain for service. As part of the 2019 Vehicle Replacement Program, Fleet Services has identified four units in need of replacement.

The Arvada team recommends that the City Council approve R19-111, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks.

Financial Impact

These new units will be purchased in the amount of $166,520.00 as part of the 2019 Vehicle Replacement budget with available funds in New Vehicle and Equipment Acquisitions Program account number 54.731010.58207 and are a one-time cost.

The new units will be purchased in accordance with State of Colorado Award Contract #2018-0033 under the 2018 pricing, and meet all City requirements and specifications.

Background

The Fleet Vehicle fifteen-point tracking program is designed to maximize the value of the City's vehicle assets. When a vehicle reaches the crossover point where maintenance costs will steadily increase while the value of the vehicle declines, the vehicle is sent to auction and a replacement vehicle is acquired.

A reserve fund has been established for future replacement vehicles. Annually, a portion of the value of each vehicle is placed in the reserve until the replacement vehicle is needed.

Discussion

Keeping vehicles too long usually results in expensive maintenance needs. The systematic replacement of worn out units will enable the Fleet Services team to maintain the vehicles in an efficient and effective manner which focuses on preventive maintenance with minimum vehicle downtime.

Public Contact

Posting of the City Council agenda.
Commission Recommendation

NA

Strategic Alignment

The Fleet Services Division Strategic Result is to provide safe vehicles and equipment that remain reliable and cost effective through the expected lifespan. As vehicles are a City asset and essential to maintaining the City's infrastructure, the recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R19-111, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks.

Suggested Motion:

I move that R19-111, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks, be (approved) (rejected).

Prepared by:
Jim Sullivan, Director of Utilities

Reviewed by:
Gail Walker, Legal Specialist-Contracts  10/28/2019
Toni Riebschlager, Law Office Administrator  10/28/2019

Approved by:
Sharon Israel, Director of Utilities  10/25/2019
Bryan Archer, Director of Finance  10/28/2019
Kimberly Burnham, Senior Assistant City Attorney  10/29/2019
Rachel Morris, City Attorney  11/4/2019
Lorie Gillis, Deputy City Manager  11/5/2019
Mark Deven, City Manager  11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-111

A RESOLUTION AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS IN THE AMOUNT OF $166,520.00 WITH KORF CONTINENTAL FOR THE PURCHASE OF FOUR 2019 FORD F250 4X4 PICKUP TRUCKS

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

Section 1. The City Manager is hereby authorized to approve the issuance of purchase orders in the amount of $166,520.00 with Korf Continental for the purchase of four 2019 Ford F250 4X4 pickup trucks.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

_____________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel Morris, City Attorney
REPORT TO CITY COUNCIL
RESOLUTION

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-112 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles

Report in Brief

Fleet Services utilizes a fifteen-point tracking system that is part of FASTER fleet software system to identify vehicle replacement needs. This system tracks and assesses points to three categories: vehicle age, mileage, and maintenance costs. An accumulation of fifteen points renders the vehicle no longer cost effective to retain for service. As part of the 2019 Vehicle Replacement Program Fleet Services has identified four vehicles in need of replacement.

The Police Department has identified the need for three additional Police Interceptor Utility Vehicles to be added to the fleet and assigned to the Baker sector station.

The Arvada team recommends that the City Council approve R19-112, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles.

Financial Impact

These new units will be purchased in the amount of $293,583.00 as part of the 2019 Vehicle Replacement budget with available funds in New Vehicle and Equipment Acquisitions Program account number 54.731010.58207 and are a one-time cost.

The new units will be purchased in accordance with State of Colorado Award #2018-0033 under the 2018 pricing, and meet all City requirements and specifications.

Background

The Fleet Vehicle fifteen-point tracking program is designed to maximize the value of the City's vehicle assets. When a vehicle reaches the crossover point where maintenance costs will steadily increase while the value of the vehicle declines, the vehicle is sent to auction and a replacement vehicle is acquired.

A reserve fund has been established for future replacement vehicles. Annually a portion of the value of each vehicle is placed in the reserve until the replacement vehicle is needed.

Discussion

Keeping vehicles too long usually results in expensive maintenance needs. The systematic replacement of worn out units will enable Fleet Services staff to maintain the vehicles in an efficient and effective manner which focuses on preventive maintenance with minimum vehicle downtime.
SUBJECT: R19-112 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles


Public Contact
Posting of the City Council agenda.

Commission Recommendation
NA

Strategic Alignment

The Fleet Services Division Strategic Result is to provide safe vehicles and equipment that remain reliable and cost effective through the expected lifespan. As this action is associated with police vehicles, the recommended actions aligns with the Infrastructure and Safe Community Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action
NA

Recommendation for Action

The Arvada team recommends that the City Council approve R19-112, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles.

Suggested Motion:

I move that R19-112, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles, be (approved) (rejected).

Prepared by:
Jim Sullivan, Director of Utilities

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/28/2019
Gail Walker, Legal Specialist-Contracts 10/29/2019

Approved by:
Sharon Israel, Director of Utilities 10/25/2019
Bryan Archer, Director of Finance 10/28/2019
Kimberly Burnham, Senior Assistant City Attorney 10/29/2019
Rachel Morris, City Attorney 11/4/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019
<table>
<thead>
<tr>
<th>SUBJECT: R19-112 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE: 3</td>
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</table>

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-112

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $293,583.00 TO LARRY H. MILLER FORD FOR THE PURCHASE OF SEVEN 2019 FORD POLICE INTERCEPTOR UTILITY VEHICLES

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

Section 1. The City Manager is hereby authorized to approve the issuance of a purchase order in the amount of $293,583.00 for the purchase of seven 2019 Ford police interceptor utility vehicles with Larry H. Miller Ford.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL
DATE: November 18, 2019

SUBJECT: R19-113 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00 Project No. 18-ST-30

Report in Brief

City Council action is requested on the attached resolution authorizing an agreement by and between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. project in an amount not to exceed $530,000.00, Project No. 18-ST-30. This project involves widening and reconstruction of W. 72nd Avenue between Kipling Street and Simms Street, including a new grade separated crossing (underpass) at the Union Pacific Railroad. This contract is for the duration of pre-construction phase (design) only. One or more separate construction phase contracts or addenda are anticipated beyond this contract.

The Arvada team recommends that the City Council approve R19-113, A Resolution authorizing an agreement by and between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. project in an amount not to exceed $530,000.00. Project No. 18-ST-30.

Financial Impact

Financial Impact $530,000.00
This is a one-time request for a Construction Manager/General Contractor (CMGC) Services contract.

Funding Source
Organization: Construction 2019 Bond Projects
Project Number: 91808
Project Name: W. 72nd Avenue-Kipling Street to Simms Street
Total Expenditure: $530,000.00, Budget Remaining: $62,494,237.54

Funding is outlined as follows:
City Bond Funds: $64,500,000.00
Total Funding: $64,500,000.00

Background

A Formal Request for Qualifications (RFQ) was issued on September 6, 2019. Statements of Qualifications (SOQ) were due on October 4, 2019. A total of seven SOQs were received and reviewed by a Selection Panel composed of five City team members from the Public Works department. The review and selection process is outlined as follows:

Step 1-Statement of Qualifications: A short list of four qualified contractors was determined based on Statement of Qualifications using specified scoring criteria.
Step 2-Oral Interviews: The short listed contractors were invited to formal Oral Interviews with the Selection Panel on October 24-25, 2019 and again scored using specified scoring criteria.

Step 3-CMGC Management Price Percentage Proposal: The contractors invited to interview submitted a sealed CMGC Management Price Percentage Proposal which was opened after Step 2 scoring was completed.

Final selection was based on cumulative scores for each contractor for Steps 1-3. A breakdown of the selection process and the contractors involved is summarized here as follows:

Statements of Qualifications Received (in alphabetical order):

- Ames Construction, Inc.
- Concrete Express, Inc. (dba CEI)
- Flatiron Constructors, Inc.
- Hamilton Construction Company
- Kiewit Infrastructure Co.
- Lawrence Construction Company
- SEMA Construction, Inc.

Short List of qualified contractors from the SOQs invited for Oral Interviews (in alphabetical order):

- Ames Construction, Inc.
- Flatiron Constructors, Inc.
- Kiewit Infrastructure Co.
- SEMA Construction, Inc.

SEMA Construction, Inc. was selected as the Contractor based on their highest overall score from previous steps as described herein.

Discussion

SEMA Construction, Inc. has successfully completed construction projects for the City of Arvada in the past, and has also completed numerous CMGC projects for CDOT. A Notice to Proceed is anticipated to be issued on or about November 25, 2019. This contract is for the duration of pre-construction phase (design) only. One or more separate construction phase contract(s) are anticipated once specific construction package(s) are identified during the pre-construction phase.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment
This action aligns with the City Council Strategic Plan Priority Area of Infrastructure.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-113, A Resolution Authorizing an Agreement by and between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00. Project No. 18-ST-30.

**Suggested Motion:**

I move that R19-113, A Resolution Authorizing an Agreement by and between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00 Project No. 18-ST-30, be (approved) (rejected).

Prepared by:
Derek Webb, Civil Engineer IV

Reviewed by:
Karen Custer, Administrative Assistant 11/4/2019
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Jacob Beedle, City Engineer 11/4/2019
Don Wick, Director of Public Works 11/5/2019
Bryan Archer, Director of Finance 11/5/2019
Gail Walker, Legal Specialist-Contracts 11/5/2019
Emily Grogg, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/6/2019
Lorie Gillis, Deputy City Manager 11/6/2019
Mark Deven, City Manager 11/6/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-113

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND SEMA CONSTRUCTION, INC. FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC) SERVICES FOR THE W. 72ND AVENUE-KIPLING ST. TO SIMMS ST. PROJECT IN AN AMOUNT NOT TO EXCEED $530,000.00 PROJECT NO. 18-ST-30

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and Sema Construction, Inc. for construction manager/general contractor services for the W. 72nd Avenue-Kipling St. to Simms St. project in an amount not to exceed $530,000.00 Project No. 18-ST-30.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

______________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney
# REQUEST FOR QUALIFICATIONS

**RFQ #:** RFQ-19-W. 72<sup>nd</sup> Ave.-CMGC

**Title:** Construction Manager/General Contractor Services for West 72<sup>nd</sup> Avenue – Kipling Street to Simms Street

**RFQ Issued:** 09/06/2019

**Informational Meeting:** 09/20/2019  9:00 a.m., Council Conference Room, 8101 Ralston Road

**Question Deadline:** 09/20/2019  4:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

**Qualifications Due By:** 10/04/2019  1:00 p.m. local time

Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time.

Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation.

Late responses will not be considered.

For additional information, contact: Nancy Allen, nallen@arvada.org

Contact with the requesting department may result in Contractor disqualification.

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**Arvada**  
**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.
GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.
   A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.
   (or)
   B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.

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

6. OPEN RECORD REQUESTS. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 et seq.), which may require the City of Arvada to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.
7. OWNERSHIP OF WORK PRODUCT. The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any original; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor’s right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada’s express written consent.

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

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

11. SUBCONTRACTING. Contractor shall not subcontract any of its responsibilities without Arvada’s prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor’s personnel. Contractor shall be Arvada’s sole point of contact regarding the services, including with respect to payment.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the “Act”), with respect to certain public entities and those contracting therewith as to the procurement of services:
   A. Successful Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the “Program”).
   B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
   C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
      (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
      (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
   D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.
   E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.
   F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.
   G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).
13. 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.

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

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

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

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

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

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

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

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

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

23. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 et seq., as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:
   a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
   b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 et seq., as amended.

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

1. TERM OF CONTRACT. The contract shall commence on the date determined in the final negotiated agreement. The Contract may also include the option for contract renewals following the initial one (1) year period, up to five (5). Continuation of the contract beyond the initial period is a City prerogative and not a right of the Contractor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract. During the option period(s), the City may consider an adjustment to pricing. For consideration, the Contractor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

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

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

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

5. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS. The Contractor will include a full disclosure of all potential organizational conflicts of interest in the SOQ. By submitting its SOQ, the Contractor agrees that, if an organizational conflict of interest is thereafter discovered, the Contractor will make an immediate and full written disclosure to the Owner that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Owner may at its discretion, cancel the contract.

If the Contractor was aware of an organizational conflict of interest prior to the contract and did not disclose the conflict to the Owner, the Owner may terminate the contract for default. No firm that is ineligible for Federal or State contracts may be part of any team. Each Contractor is responsible for determining eligibility of its team members.
INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the preconstruction phase of the contract - additional insurance requirements will be required for the construction phase 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 $100,000 each accident/disease and $500,000 aggregate.

3. ☑ Automobile Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

4. ☑ Umbrella Liability of $5,000,000, following form to the Commercial General Liability.

5. ☐ Builders Risk or Course of Construction Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☐ Professional Liability Professional Liability insurance in an amount of not less than One Million Dollars and No cents ($1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☐ Pollution Legal Liability Insurance for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily injury, personal injury and property damage.

8. ☐ Privacy/Network/Cyber Liability Insurance for limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default.

- 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 ESTABLISH A CONTRACT:
The purpose of this Request for Qualifications is to provide Contractors with sufficient information regarding the City's needs in order to establish a contract with the City. RFQ documents must be received by the date and time established in this solicitation. Once the deadline has passed, documents will not be accepted and will be returned to the Contractor. Submitted documents are proprietary working documents offered by prospective Contractors and, as such, are not subject to public inspections until an award is made.

2. PREPARATION AND SUBMISSION
   A. Offers will be prepared as follow:
      1) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
      2) The only authorized version of this Solicitation and addenda is available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.

3. REJECTION OF OFFERS
   A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
      1) The Contractor misstates or conceals any material fact in its SOQ;
      2) The Contractor's Offer does not strictly conform to the law or requirements of the Solicitation;
      3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
      4) The Offer does not include documents which are required for submission with the Offer; or
      5) The Offer has not been executed by the Contractor through an authorized signature.
   B. The City may, at its sole and absolute discretion:
      1) Reject all or parts of Offers submitted by prospective Contractors;
      2) Re-advertise this Solicitation;
      3) Postpone or cancel the Solicitation;
      4) 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.
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1. SCOPE OF WORK AND PROJECT INFORMATION

1.1. GLOSSARY OF TERMS

**Construction Agreed Price (CAP):** The maximum amount for which all Work required for each Construction Phase shall be accomplished (including the CMGC Management Price Percentage).

**Contractor’s CMGC Preconstruction Services Fee:** The lump sum amount to be paid by the Owner to the Contractor for work performed by the Contractor through the Design Phase, which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the RFQ.

**CMGC Management Price Percentage:** The fee percentage to be applied to all long lead time procurement CAP and construction CAP proposals equal to the amount of profit, overhead, and construction general conditions.

**Design Consultant:** Muller Engineering Company, Inc. and its team of subconsultants.

**Fixed Limit of Construction Cost:** The dollar amount available for the total cost for performance of all CAPs as designed or specified by the Owner.

**Independent Cost Estimator (ICE):** The designee of the Owner tasked to perform the independent check of unit prices and overall construction costs at each design milestone.

**Opinion of Probable Construction Cost (OPCC):** The cost to complete the Work for a long lead time procurement or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such long lead time procurement or Construction Phase to complete the Work. Each OPCC shall be produced in an open book process throughout the Design Phase of the Project so that the Owner, the Design Consultant, and the ICE can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

**Owner:** City of Arvada and/or its designee (Owner’s Representative)

**Risk Register:** A listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

**Rough Order of Magnitude (ROM):** An estimation of a project's level of effort and cost to complete. A ROM estimate takes place very early in a project's life cycle and is used to validate design decisions and decide between various design options.

1.2. SCOPE OF THIS RFQ FOR CMGC SERVICES

The City of Arvada (the “Owner”) is soliciting CMGC preconstruction services for the reconstruction of West 72nd Avenue – Kipling Street to Simms Street (the "Project"). The Project includes a grade separated crossing of the Union Pacific Railroad (UPRR). The Contractor will provide preconstruction phase Construction Management (CM) services and will have the opportunity to be the General Contractor (GC) during the construction phase. However, the construction phase contract is not necessarily guaranteed, and is dependent on a successful CAP negotiation.

The current scope of work reflects an approach based on the known Project goals and risks. One selection factor used in determining the successful Contractor will be their ability to analyze Project goals, evaluate work elements, assist in risk management, and formulate a Statement of Qualifications. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including the Owner, Consultants, Contractor, and stakeholders.

The Contractor will partner with the Design Consultant, the Independent Cost Estimator (ICE), and the Owner as a member of the integrated design team. The Contractor will provide input on schedule,
construction phasing, constructability, risk, and construction cost throughout the preconstruction phase of the Project.

The Contractor's tasks during the preconstruction phase include, but are not limited to:

- Participate in a project open house – anticipated to be held in mid-November 2019
- Review the current set of 30% design plans and other documents and reports, and provide feedback based on parameters listed below
- Participate in the planning design and construction schedule to meet the project goals in section 1.2
- Provide constructability and construction schedule feedback at each milestone deliverable. Those deliverables are as follows:
  - 60% Railroad plans
  - 90% Design and railroad plans and spec package
  - 100% Design and railroad plans and spec package

**Design Review:**

- Thoroughly review all current plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, utilities, and all other necessary project documentation to provide design validation from a construction expertise perspective.
- The Design Consultant, ICE, and Contractor shall independently calculate quantities for verification purposes of construction packages. Final quantities will be determined based on an analysis of Contractor and ICE estimates.
- Provide constructability input on all facets of the Project including, but not limited to:
  - Groundwater control and dewatering
  - Accelerated bridge construction techniques
  - Bridge types and retaining wall types
  - Pavement recommendations to get the best value, maximize scope and for traffic control/phasing. Review pavement design reports and perform life cycle cost analysis for alternative pavement designs.
  - Construction phasing approach and methods of handling traffic
  - Providing feedback on schedule and accelerated project construction spending to meet the Owner's bond requirements
- Provide written reviews of reports and details/redlines of the Project plans and specification packages at Project milestones. Review comments should be related to constructability; traffic phasing; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification; or value engineering suggestions and recommendations.
- Work with design team to make determinations if early procurement (long lead-time procurement (LLTP)) packages for materials are viable and cost effective, have the potential to reduce the construction schedule and provide an overall benefit to the Project. Procurement of these materials may be by the Owner or the Contractor ahead of construction.
- Work with the design team to make determinations if early construction packages are viable, cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the Project.
- Provide feedback for appropriate level of plan detailing to complete construction.
- Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, innovation, value and quality.
- Given that Right-of-Way (ROW) acquisition will likely be a critical path item, work has already begun to acquire ROW at unavoidable parcels. However, the Owner will be looking for feedback from the Contractor to identify any other strategic properties, ROW or easements that might further benefit the project. Provide feedback on strategic locations for stockpiling and staging areas based on construction phasing, work areas, and construction packaging.
- Based on construction package complexity, additional milestone reviews may be required.
- Feedback from design reviews should be provided within two weeks of a submittal. There will be other feedback on design during the course of the preconstruction phase that will also require response feedback in order to keep items moving.
Cost Estimating:
• Ongoing Tasks
  o To help inform decisions, the Contractor shall provide real-time rough order of magnitude (ROM) cost estimating as design concepts are being developed and evaluated throughout the CMGC process. This may include:
    ▪ Evaluating means and method of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.
    ▪ Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
• Tasks at Milestones
  o Provide construction cost estimates at milestones that include the following activities:
    ▪ Item identification that is compatible with City of Arvada and Colorado Department of Transportation’s (CDOT’s) cost estimating, standards, and specifications.
    ▪ The Contractor shall submit an Opinion of Probable Construction Cost (OPCC) at 30% (the current design level at the time of this RFQ), 60%, and 90% milestones for each package. Additional OPCCs may be required at the request of the Owner if package complexity indicates an added benefit, or work is added to the Project. An additional OPCC may also be required before the CAP if the Project team agrees on its necessity before the CAP proposal request. Analysis should include availability of labor, equipment, and materials. To facilitate comparisons with ICE estimates, both Contractor and subcontractors cost estimates will be included in an open book review.
    ▪ The Contractor shall submit a CAP proposal when both the Contractor and the Owner agree the design has progressed to the appropriate level, typically at 90%.
      ▪ Quantity reconciliation will be required with the Design Consultant and the Owner. This may include verification of means and methods between Owner, Design Consultant, and ICE.
      ▪ The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted.
      ▪ The Owner may request the Contractor submit a CAP on early construction packages or for the procurement of long lead-time procurement items.

Schedule:
• Provide continuous schedule validation for construction package schedules, overall Project schedule, and schedule analysis for impacts of concurrent construction packages (if proposed).
• Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to validate deadlines and help develop Project delivery strategies.
• Continually compare and validate construction schedules with ICE.

Risk:
• Lead quantitative and qualitative risk management discussions with the Project team to identify risks, develop mitigation strategies, and assign risk responsibility.
• Set risk meeting frequency and prepare and update the Project Risk Register.
• Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

Meetings:
• Participate in the Project Scoping Workshop, Project Milestone Meetings, CAP negotiations (LLTP and Construction), recurring Project level status meetings (assume bi-weekly), and any other meetings throughout preconstruction as agreed upon.
• The Project Scoping Workshop will cover at a minimum the following items:
  o Introduction to the Project, CMGC partnering session, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in attendance.
  o Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, etc.
Contractor to bring an Initial Schedule to review and at a minimum include the following milestones: 30%, 60%, 90%, design review meeting dates, cost model review meeting, and CAP negotiation dates.

- Review and finalize scope of work and schedule for the potential early construction package.
- Contractor to provide initial cost model and development of risk register for team to work with Contractor to continue development of Project risk table and plan.
- Review of relevant plans, specifications, and reports.
- Set up Project Level Status Meeting frequencies and initiate working groups (if needed) for various elements of the Project, i.e., bridge working group.
  - Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.

- Collaborate to establish a Project Document Control Plan.
- Develop Communication Plan and Escalation Ladder.
- Team may choose to visit Project site.

- The Contractor should be prepared to participate in Value Engineering (VE) throughout the project, as well as at agreed upon milestones deliverables. At the VE workshop(s) the Contractor will coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.

- The Contractor will participate in Project Goals and Tracking Meetings to analyze how Project progress and decisions are aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule (including long lead items, permits, ROW acquisition, phasing, etc.), risk, and cost reasonableness.

The Contractor will develop and produce the following deliverables:
- Subcontractor Selection Plan
- Quality Control Plan
- Material Sourcing Plan
- Worker and Public Safety Plan
- Risk Management Plan
- Innovation Tracking and Performance Report
- Procurement Review Report for each LLTP CAP if required.
- Provide monthly invoices and project reports to support payment of preconstruction CM services.
- Provide a list and narrative of value added items that the Contractor has contributed by performing this Project under the CMGC process prior to each CAP negotiation.

The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if CAP proposals are accepted by the Owner.

If negotiations for a final construction price and the schedule are not successful, the Owner reserves the right to advertise the Project for open bid. In this case, the Contractor shall be compensated for its pre-construction services up to this point per the CMGC services contract and the Owner will have no further contractual obligations to the Contractor.

1.3. PROJECT GOALS

This project will:

- Need to create a project approach to expend 85% allocated funding by February 26, 2022.
- Provide strong communication and public outreach for upcoming and ongoing construction activities. Being respectful of traveling public and broader community is a high priority for the City of Arvada.
- Commit to the CMGC process by engaging the right team members at the right time to proactively problem solve, reduce risk, streamline design, and construct a successful Project.
- Create a collaborative and transparent team culture that engages in open conversation regarding project delivery (i.e. risk, constructability, reviews, material procurement, cost model, ROW acquisition, schedule, and third-party issues) throughout preconstruction and construction.
• Strategically phase work by identifying work areas and construction packages to minimize disruption to the traveling public, while balancing schedule and cost.
• Utilize innovation to maximize scope, provide best value, and not exceed the Fixed Limit of Construction cost.

1.4. PROJECT DESCRIPTION/SCOPE OF WORK

Project Background:

W. 72nd Avenue is a major east-west arterial in the City of Arvada carrying over 15,000 vehicles per day at the current at-grade railroad crossing. Over the last two decades the majority of W. 72nd Avenue has been widened to a median-separated four-lane roadway. The City’s Transportation Plan calls for a four-lane roadway from McIntyre Street east to the City of Westminster. One of the primary constraints to the completion of this roadway is the at-grade crossing at the UPRR, approximately 0.3 mile west of Kipling Street. The purpose of this project is to design and construct the improvements on W. 72nd Avenue between Kipling Street and Simms Street, including a new grade separated crossing (underpass) of the UPRR. The roadway template consists of a four-lane arterial parkway roadway template according to the City of Arvada Engineering Code of Standards and Specifications and consistent with the existing roadway template to the east of Kipling Street.

The project limits are from approximately Swadley Court to Kipling Street, a distance of about 6,100 feet or 1.16 miles. Full-width improvements are anticipated between Simms Street and Kipling Street. On the west end of the project, a width transition to the existing two-lane section will occur between Swadley Court and Simms Street. On the east end, a transition will occur between Lee Court and Kipling Street to match the full W. 72nd Avenue section at Kipling Street. The project also includes improvements to Oak Street from W. 72nd Avenue south to Parfet Street, closure of Miller Street north of W. 72nd Avenue, and modifications to the intersections at W. 70th Drive, Quail Street, Simms Street, Pierson Court and Lee Court.

Numerous utilities will be impacted by the project, including storm sewer, sanitary sewer, water lines, gas lines, irrigation ditch laterals, overhead electric, potential underground electric, and multiple communications lines. Relocation and/or replacement of existing wet utilities are included as part of the project, and relocation of dry utilities will be coordinated with and performed by the respective utility owner, including conversion of overhead utilities to underground.

The UPRR portion of the project will include final design and construction of a new bridge over depressed W. 72nd Avenue (and associated retaining walls) and a temporary railroad shoofly within the existing railroad right-of-way from approximately 1,200 feet southeasterly of 72nd Avenue to 1,200 feet northwesterly of 72nd Avenue (measured along the railroad alignment). Preliminary plans were completed in November of 2017 by Muller Engineering Company for W. 72nd Avenue between approximately Kipling Street and Oak Street. At that time the project did not have funding to complete the design and construction for the corridor. In 2018 City Council approved the project to be added to the November 2018 ballot for approval by the Citizens to bond the design and construction of the corridor between Kipling Street and Simms Street. This bond measure was approved by the voters in 2018.

Project risks have been identified as:

• Schedule and substantial completion - expend 85% of allocated funding by approximately February 26, 2022
• Construction cost fluctuation
• Project duration uncertainty
• Traffic phasing
• Environmental clearance
• Floodplain impacts at Leyden Creek
• Water control and dewatering
• Coordination and railroad work with the UPRR
• Approval time frames
• Design changes to bridge that would increase approval time frames
• Shoofly construction
• Associated permits and clearances related to the UPRR
• Right-of-way acquisition
• Utilities
• Storm sewer construction and water quality location from the location of the proposed underpass
• Coordination with other major projects and stakeholders
• Industry resource availability

1.5. PROJECT FUNDING

The source of funding for this Project is a bond measure that was approved by City of Arvada voters in November 2018. This bond measure secured funding for the full scope of this project, including design, right-of-way acquisition and construction.

1.6. PROJECT DURATION

As previously outlined, 85% of the bond funding must be allocated by February 26, 2022. The entire project, including design and construction, requires completion by approximately February 2024. The current preconstruction design schedule shows construction beginning in 2020; however, this may vary depending on the Contractor’s input on phasing of design and construction.

1.7. PROJECT ADMINISTRATION

City of Arvada Primary Point of Contact and Project Manager:

Derek T. Webb, P.E.
Civil Engineer IV
8101 Ralston Road
Arvada, CO 80002
720-898-7746
dwebb@arvada.org

1.8. PROJECT COORDINATION

Routine Working Contact:

The routine working contact will be between the Owner, Design Consultant, and CM staff. The Owner will have a Construction Manager that will work closely with the Contractor's PM.

Project Manager Correspondence/Communication Requirements:

Project Managers are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project information is discussed.

Coordination

• The Contractor shall partner with the Design Consultant and the Owner’s project manager as part of the design team. The Owner's Project Manager shall be included in all coordination.
• The following groups will be part of a partnership for the project and will be required to coordinate with each other:
  • Project Design Consultant and any Sub consultants
  • CMGC Contractor and any Subcontractors
  • Independent Cost Estimator
  • Stakeholders or Stakeholder Groups
    • Arvada Police Department
    • Arvada Fire Protection District
Ditch Companies, including the Farmers’ High Line Canal and Reservoir Company and its laterals/users
Potential land developers within the project corridor
Jefferson County Public Schools
  - Oberon Middle School
  - Lincoln Academy Charter School
Union Pacific Railroad
- U.S. Army Corps of Engineers (USACE)
- Colorado Parks and Wildlife (CPW)
- U.S. Fish and Wildlife Service (USFWS)
- Colorado Department of Public Health and Environment (CDPHE)
- Union Pacific Railroad
- Utility Providers
  - City of Arvada
  - Jefferson County Public Schools
  - Xcel Energy
  - CenturyLink
  - Comcast
  - MCI
  - Zayo

1.9. FIXED LIMIT OF CONSTRUCTION COST

The Fixed Limit of Construction Cost is the estimated portion of the Project budget allocated for the construction phase of the Project that includes all construction contract amounts for all construction packages for the Project. Each construction contract amount includes the total actual price of construction, the CMGC Management Price Percentage applied to each construction item, and all Contractor indirect, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CMGC Management Price Percentage is defined in Section 2.9. The Fixed Limit of Construction Cost for this Project to be paid to the Contractor is up to $52,720,000.

1.10. PROJECT CONSTRUCTION SCHEDULE

Project Milestones are shown below:

- The Owner understands that it may be advantageous to develop multiple separate construction packages in order to complete construction in the corridor. Specific limits of construction or scope of these packages is not currently known, but will be developed in collaboration with the Owner, Contractor and Design Consultant.

- Each construction package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and project costs. Each package will include provisions for liquidated damages, incentive/disincentive, and roadway users costs as appropriate.

The Contractor must work and communicate with Project stakeholders before and during construction. Impacts to traveling public must be minimized and is a high priority consideration in determining daily working time schedules that may be allowed.

Notable construction constraints to be considered for the Project:

Utility Relocation

- Relocation of electric feeder and distribution overhead electric lines will be required along the corridor. These lines are to be relocated underground by Xcel Energy. It is anticipated that individual overhead electric services will not be undergrounded as part of this project, and poles for overhead services may need to be reset or replaced.
o Multiple fiber optic facilities, cable and telephone lines on the overhead poles will need to be relocated and undergrounded by the utility companies.
o The City of Arvada has fiber optic conduit that currently terminates near Routt Street that will need to be extended east to the terminus of another conduit at Lee Court.
o Irrigation Ditches – Laterals off the Farmers’ High Line Canal will be rerouted and piped.
o The City of Arvada has waterlines throughout the corridor that may be impacted as part of construction.
o The City of Arvada has a sanitary sewer lines throughout the corridor that may be impacted as part of construction.
o Xcel has a 6” gas line that will have various impacts throughout the project and will need to be relocated outside the area of the proposed underpass.

Right-of-Way Acquisition

o There are a large number of properties along the project corridor that front or back W. 72nd Avenue. Approximately 80 parcels, most of which are residential and some commercial, will require fee simple, temporary construction easement, and/or permanent easement acquisitions as part of the project.
o Right-of-way acquisition has already begun with several key properties along the corridor. Structures on several of these properties will be demolished prior to construction under a separate contract. These key properties include the following:
  ▪ 10355 W. 72nd Avenue: Full acquisition, structure demolition
  ▪ 10325 W. 72nd Avenue: Full acquisition, structure demolition
  ▪ 10255 W. 72nd Avenue: Partial acquisition
  ▪ 10225 W. 72nd Avenue: Partial acquisition; Temporary Construction Easement
  ▪ 10101 W. 72nd Avenue: Partial acquisition; Temporary Construction Easement

o A major stakeholder along the project is the Union Pacific Railroad. Work in their property will require a completed construction maintenance agreement.

Floodplain Permitting

o There is work on the west side of the project within the Leyden Creek floodplain boundary; however, this work is not assumed to require a CLOMR.
o If a CLOMR becomes required, this can take up to 6 months to a year to complete.

Upon contract award, the Contractor will create a construction Baseline Schedule based on the most current documents available with input from the Owner and the Design Consultant. The Contractor may elect to use Microsoft Project or Primavera at their discretion so long as the schedule is maintained in the same format throughout the duration of the Project by the Contractor. After the Baseline Schedule is created, the Contractor will be required to submit updated schedules monthly, after any significant change to the Project, and otherwise as directed by the Owner.

1.11. PRELIMINARY DOCUMENTS AND DRAWINGS

This RFQ will contain all plans and reports that are currently available for this project. Many of these documents are at a Draft or Preliminary level of development. The use of these files is purely at your own risk and for your own benefits and is not presented by the Design Consultant or the Owner with any warranty towards any accuracy or quality.

1.12. SPECIFICATIONS

The Owner and Design Consultant will identify the specifications that will govern each component of the project. The Project team will develop the project special and standard special provisions that will take precedence over any standard specifications and the plans. The specifications may include a combination of the current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, the current CDOT Standard Specifications for Road and Bridge Construction and any applicable railroad specifications.
1.13. **REQUIRED PERCENTAGE OF WORK**

The Contractor must perform the preconstruction CM services work valued at not less than 75% of the total work, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a contractor or Joint Venture performing the particular type of service contained in this RFQ.

For any awarded construction, the Contractor must perform work consistent with the requirements of the Owner and the UPRR.

1.14. **PROJECT COMPUTER SOFTWARE REQUIRED**

The Contractor shall utilize the most recent Owner adopted software. Latest version is defined as the version in use and agreed upon at the beginning of the Project. The version may not need to be upgraded during the Project duration. The primary software used by the Owner and its design consultant team is as follows:

- Estimating: Microsoft Excel
- Scheduling: Microsoft Project or Primavera (latest version)
- Specifications: Microsoft Word
- File Sharing: ProjectWise (latest version) if the project team decides to utilize this software - Design Consultant will host.
- CADD: MicroStation and InRoads (latest version). The Owner uses AutoCAD Civil 3D. All files will need to be saved down following final deliverables.

1.15. **REQUIRED AVAILABILITY OF KEY PERSONNEL**

Listed Key Personnel in the Project Management Team / Contractor Capability section of the SOQ constitutes an agreement by the Contractor to make the personnel available to complete work on the contract at whatever level the Project requires. Modifications to the Contractor’s Team or Key Individuals and other personnel listed in the Contractor’s Project Management Team shall be approved by the Owner’s Project Manager. If a Key Person is to leave the team, resumes for a minimum of three replacement candidates must be provided to the Owner’s Project Manager for review and selection; the Owner reserves the right to interview the replacement candidate(s). Examples of possible justification for modification of the Key personnel include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause.

In order to secure the Owner’s approval prior to the contract, a written request shall be forwarded to the Owner’s Project Manager. The request shall include a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written approval from the Owner’s Project Manager.

1.16. **COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES**

The Contractor will be paid a total lump sum amount of **$530,000** for CMGC Preconstruction Services during the Preconstruction Phase. Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the Owner’s Project Manager. Scope for these services is outlined in this RFQ and includes but is not limited to deliverables, innovations, meetings, scheduling, cost estimating, and risk registers. If additional services are requested, additional fee could be negotiated to minimize Contractor and Owner risk, including but not limited to geotechnical investigations, survey, test sections, utility test holes, etc.

1.17. **EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)**

The Construction Agreed Price (CAP) is the amount that will be incorporated into the standard GC Construction Project Contract for Construction Services.
The CAP is the sum of the direct Cost of Construction and the CMGC Management Price Percentage for a specific construction package. The Owner and the Contractor will refine the Cost Model, consisting of bid items, quantities, risks and assumptions for the construction package, through a series of Cost Model meetings.

The Contractor will propose a CAP and if necessary, the Owner and the Contractor will negotiate the direct Cost of Construction for that package to agree on a final CAP. Payment for the construction of the Project will be based on a Schedule of Bid Items as per the CDOT Standard Specifications for Road and Bridge Construction (latest version).

The Owner anticipates requesting CAP proposals when both the Contractor and the Owner agree the design has progressed to the appropriate level, typically at 90%. The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted. Multiple CAPs may be developed and accepted during the design and construction phases of this Project. The Owner reserves the right not to award any parts(s) or all of the Construction Services and bid/award some or all of the construction work separately. The Contractor shall deliver to the Owner a proposed CAP and CAP Supporting Documents at any appropriate milestones identified at the Project Scoping Workshop for an appropriate LLTP or construction phase.

Except for change orders, agreed overrun items and agreed upon risk pool items approved by the Owner, a CAP will not be increased. The Contractor assumes all risk with performance of the bid items, including management of its subcontractors, suppliers, and any associated cost impacts over and above a CAP not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register. A CAP proposal can be offered and negotiated three times. After the third and final attempt at a CAP negotiation, the Owner reserves the right to prepare the plans, specifications, and estimate package for advertisement for bids to other contractors. The Contractor will not be allowed to bid.

The Contractor will be expected to develop a baseline cost where risk will then be assigned and identified to determine an appropriate risk pool. The Owner will then review and accept the risk and shared risk contingency pools with the Contractor during the preconstruction phase that, if adopted, would be incorporated into a negotiated CAP. The purpose of the contingency risk-sharing pool is to develop a budget for items foreseen at the time of negotiating a CAP, but not detailed enough for itemized pricing. Any and all items fitting this category will be identified separately in a CAP and will be monitored for progress and cost. The actual process will be negotiated as part of the CMGC construction contract. If the risk is not realized, and the team is performing well, the risk pool may be repurposed to add scope (possibly in another package) to the Project, not to exceed the Fixed Limit of Construction.

In developing this shared risk contingency pool, the Owner may agree to share cost savings in construction (not attributed to any reduction in the scope of work or reduction in operating performance for the corridor) that may occur after a CAP has been negotiated with the Contractor and as agreed to in the executed Project Risk Register.

1.18. PUBLIC INFORMATION

The W. 72nd Avenue corridor is a highly traveled route not only within the City of Arvada, but to several connecting Cities. Commuters, the residents, and businesses in the corridor have a vested interest in the construction impacts of the Project. The Contractor’s Public Information Manager (PIM) will be expected to execute communication needs for this Project with a variety of audiences in the corridor including the Owner’s Communication Manager, residents, business owners, the traveling public, tourists and others.

The Owner will be responsible for the Public Information Officer (PIO) from design through the completion of CAP negotiations; the Contractor will be responsible for PIO once CAP negotiations are complete through the duration of construction. This work consists of providing regular and continuous communications services throughout the duration of the Project including community and stakeholder outreach as well as media support.
2. CMGC STATEMENT OF QUALIFICATIONS REQUIREMENTS AND INSTRUCTIONS

2.1. STATEMENT OF QUALIFICATIONS GENERAL INFORMATION

This RFQ is a three-phase procurement that includes a Statement of Qualifications, a short listing of contractors by the Selection Panel, and an interview. The Owner intends to shortlist a maximum of three Contractors; however, this may vary at the discretion of the Owner if the preliminary results warrant. At the interview, contractors will be required to submit a CMGC Management Price Proposal.

Contractors interested in submitting SOQ packages to Arvada are requested to submit one package that is inclusive of pre-construction CM services, with the option of performing as GC if Arvada accepts construction CAP proposal(s). Selection will be on a best value basis in accordance with the evaluation criteria set forth in Section 3 Statement of Qualifications Content and Evaluation Criteria.

All respondents accept the conditions of this RFQ, including, but not limited to, the following:

- Multiple SOQs from a single contractor will not be considered.
- No reimbursement will be made by the Owner for any costs related to the preparation of the qualifications package, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Contractor.
- The Contractor will include a full disclosure of all potential organizational conflicts of interest.
- No late SOQs will be accepted. Any SOQs received by the Owner after the time specified in Section 2.3 shall be considered late and shall be returned unopened to the Contractor.
- The selected Contractor will be contracted for design services and is expected to be contracted for construction services for this Project. However, the Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.
- If the Owner and the Contractor fail to reach a CAP and the Owner chooses to advertise this Project for bids, the Contractor will not be permitted to submit a bid.

2.2. MINIMUM REQUIREMENTS

As indicated in this RFQ, notice is hereby given to all interested parties that all contractors will be required to meet minimum requirements to be considered for this project. To be considered as qualified, interested contractors shall have, as a minimum:

- Demonstrated a bonding capability up to $60M for an individual project along with current and anticipated workloads. Provided a letter from a surety company indicating that the Contractor is capable of obtaining Payment and Performance Bonds covering the project for at least $60M. The surety submitting the letter must be a surety company or companies licensed by the State of Colorado and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable. Performance and Payment Bonds will be required at the time the Construction Agreed Price is accepted. The final value of the Bonds will equal the final construction contract amount.
- Met all the Submittal requirements of Section 2.7.

2.3. KEY EVENTS SCHEDULE AND RFQ DATES

Contractors are required to meet the dates set forth in this RFQ. Contractors are also required to meet the information submittal dates outlined in the summary below. Failure to meet these dates will result in the SOQ being considered non-responsive. Key dates are outlined in the following Key Events Schedule. Specific time-critical key dates and times are identified on the first page of this RFQ.
CMGC Services for West 72nd Avenue – Kipling Street to Simms Street

<table>
<thead>
<tr>
<th>Advertisement Phase</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Advertisement / Request for Qualifications (RFQ)</td>
<td>9/06/2019</td>
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<tr>
<td>Informational Meeting</td>
<td>9/20/2019</td>
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<tr>
<td>Final RFQ Questions or Comments Due</td>
<td>9/20/2019</td>
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<table>
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<tr>
<th>Short List Phase</th>
<th>Date</th>
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<tr>
<td>Submittal of SOQ</td>
<td>10/04/2019</td>
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<tr>
<td>Short List Approval</td>
<td>10/11/2019</td>
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<tr>
<td>Notification of Short List Candidates</td>
<td>10/14/2019</td>
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</table>

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<tr>
<th>Selection Phase</th>
<th>Date</th>
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<tbody>
<tr>
<td>Oral Interviews</td>
<td>10/24-25/2019</td>
</tr>
<tr>
<td>CMGC Management Price Percentage</td>
<td>10/24-25/2019</td>
</tr>
<tr>
<td>Proposals Submitted (during Interviews)</td>
<td></td>
</tr>
<tr>
<td>Owner Selection Approval</td>
<td>10/28/2019</td>
</tr>
<tr>
<td>Contractor Notification</td>
<td>10/28/2019</td>
</tr>
<tr>
<td>Contract Execution / Notice to Proceed</td>
<td>11/18/2019</td>
</tr>
</tbody>
</table>

### 2.4. INFORMATIONAL MEETING

An informational meeting will be held as per Section 2.3 at City of Arvada Engineering Division, 8101 Ralston Road, Arvada, CO 80002. This meeting will introduce all prospective contractors to the Project as scoped, give an overview of the CMGC contract delivery method, and enable prospective contractors to ask questions about the Project and CMGC process. The Owner’s Project Management Team for the Project will be present to answer questions. This meeting is anticipated to last approximately one to two hours long. Attendance at this meeting is encouraged, but not required.

### 2.5. QUESTIONS AND CHANGES TO THE RFQ

- The Owner reserves the right to make changes to the RFQ. Changes to the RFQ generally consist of Clarifications, Scope Changes, or Time and/or Date Changes. All changes to the RFQ prior to the receipt of SOQs shall be made by an addendum to the RFQ, which shall be made available to all prospective Contractors. Following receipt of SOQs, any changes to the RFQ will be conveyed in writing to those Contractors determined to have met the minimum qualifications.
- Contractors may submit questions, request clarification, or request a change to the RFQ by submitting a written request to the Owner at the email set forth above. The request shall specify the provision and section of the RFQ in question, and, if a change is requested, contain an explanation for the requested change. The Owner will not respond to questions or change requests received after time specified in Section 2.3.
- The Owner will evaluate any questions and/or requests submitted, but reserves the right to determine whether to respond or accept the requested change. All questions not deemed proprietary will be posted on the Project advertisement site in Q & A form. The Owner’s PM will determine whether a question is proprietary.
- Contractors shall not rely on oral or written instructions regarding this RFQ, unless issued in writing as an addendum by the Owner and posted on the Project advertisement site.
- Contractors must acknowledge all issued addenda in their Statement of Qualifications submittal.
2.6. AWARD OF CONTRACT

The Owner intends to evaluate, select, and award one CMGC contract to the top ranked Contractor based on a Best Value Selection with City Council approval. The selected Contractor will be awarded a contract for Pre-Construction CM Services.

The Selection Panel will complete a short list evaluation of the Contractor’s submitted SOQ based on criteria in Section 3.2.

Numerical Ranking and selection of the most qualified Contractors is detailed in Appendix A.

Award and contract will be contingent on the availability of proposed Key Personnel and subcontractors.

Upon successful negotiation of the CAP, a Construction Contract will be drafted, signed, and executed.

All negotiations shall be open book. The Owner shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations. Issuance of the Construction Contract will be subject to the Contractor posting 100% performance and payment bonds and being compliant with the Owner’s procurement policies. The Contractor will competitively procure and award subcontractors in accordance with their proposed subcontracting plan, as described in Section 2 and Section 3 of this RFQ.

2.7. STATEMENT OF QUALIFICATIONS SUBMITTAL – STEP 1

Contractor must comply with the following items. Should it be judged to be in the best interest of the Owner, the Owner retains the right to waive any minor irregularity or requirement. (Please note that the primary focus of this evaluation will be the Contractor’s capabilities and qualifications).

- **SOQ Format:**
  - Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the Scoring Form A-1: Statement of Qualifications Evaluation Form in Appendix A. Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
  - All submittals shall use maximum font size of 11 Times New Roman and minimum font size of 10 Time New Roman on charts, graphs, and figures.
  - Cover or Introductory Letter (1-page limit on 8-1/2”x11” paper)
  - SOQ Section (25-page limit on 8-1/2”x11” paper, and up to 5 of the 25 pages can be on 11”x17” paper)
  - Appendix Section (10-page limit, and up to 5 of the 10 pages can be on 11”x17” paper)
- Submittals shall be evaluated in accordance with criteria as indicated in Section 3.2 and ranked on the corresponding evaluation form in Appendix A.
- Responses to all items shall be complete; Contractors are encouraged to cross-reference to other sections of their SOQ where applicable.
- All references shall be current (within the last 5 calendar years) and relevant.
- An appendix section will be included as part of the SOQ and will include resumes, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the seven primary members of the Contractor’s team.
- Tabs, covers, and table of contents pages do not count against the page count.

2.8. ORAL INTERVIEWS – STEP 2

**Short List**
From the SOQs received, a short list of qualified Contractors will be identified using the scoring indicated on the enclosed Scoring Form A-1: Statement of Qualifications Evaluation Form in Appendix A.

**Oral Interview**
Mandatory oral interviews will be conducted for the short-listed Contractors only. Interview times and location will be arranged by the Owner and all short-listed Contractors will be notified in advance. Oral
interviews will be evaluated on the enclosed Scoring Form A-2: Oral Interview Evaluation Form in Appendix A.

2.9. SEALED CMGC MANAGEMENT PRICE PERCENTAGE – STEP 3

Sealed CMGC Management Price Percentage Proposals will not be submitted with the initial Statement of Qualifications, but are only required to be submitted by the short listed contractors at the oral interviews using the enclosed Scoring Form A-3: CMGC Management Price Percentage Proposal Form in Appendix A.

Only one copy of Scoring Form A-3 is required on the scheduled submission date. The CMGC Management Price Percentage Proposal will remain sealed until after the Oral Interviews have been completed and after the qualitative scoring has been completed. The CMGC Management Price Percentage Proposal will be scored in a blind evaluation, separate from the technical proposal and oral interview.

The CMGC Management Price Percentage Proposal will then be given a point score in accordance with Section 3.4. CMGC Management Price Percentage Proposals shall be submitted on the Scoring Form A-3 provided in Appendix A without modification.

The CMGC Management Price Percentage Proposals shall include a summary of information used in establishing the CMGC Management Price Percentage. The evaluation criteria for the CMGC Management Price Percentage Proposal can be found in Section 3.4. Other indirect and non-reimbursable costs outlined in Appendix B must be integrated into the CMGC Management Price Percentage Proposal narrative.

The CMGC Management Price Percentage is a percentage which will be applied to all Construction Phase CAP Proposals based on the Fixed Limit of Construction Cost. The CMGC Management Price Percentage shall include all profit and indirects as defined in Appendix B. Summaries must include the line items detailed in Appendix B.

CMGC Management Price Percentage Proposal Format:

Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:

- CMGC Management Price Percentage Proposal Form A-3 (one page – Appendix A)
- CMGC Management Price Percentage Summary Information (two-page limit – summary page)
- Proposal must be on 8-1/2”x11” paper, and shall use a minimum font size of 11 Times Roman.
- CMGC Management Price Percentage Proposal Form (Scoring Form A-3) from Appendix A must be filled out in its entirety.
- All content, as required in Section 3.4, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in Appendix B.

Any submitted CMGC Management Price Percentage Proposal lower than 7% will be rejected.

3. STATEMENT OF QUALIFICATIONS CONTENT AND EVALUATION CRITERIA

3.1. METHOD OF SELECTION AND AWARD

The Selection Panel shall complete a short list evaluation on the Contractor submitted Statement of Qualifications based on criteria in Section 3.2. A maximum of three short listed Contractors will be invited to Oral Interview meetings with the Selection Panel and further evaluated based on criteria in Section 3.3; however, this may vary at the discretion of the Owner if the preliminary results warrant. At the Oral Interview meeting, short listed Contractors shall be required to submit a sealed CMGC Management Price Proposal that will be evaluated based on criteria in Section 3.4.
Numerical ranking and selection of the most qualified contractor will occur on the corresponding evaluation forms in Appendix A. The CMGC Management Price Percentage Proposals will be opened after all numerical rankings are finalized.

Award and contract will be contingent on the availability of Key Personnel and subcontractors.

Each separate section will be ranked with a maximum score as shown in Appendix A.

3.2. EVALUATION CRITERIA FOR STATEMENT OF QUALIFICATIONS (45 Points Possible)

Proposal Evaluation Criteria

3.2.1. Project Management Team (10 Points)

Composition and Commitment of the Project Management Team

- Provide a description of the composition of your Project Management Team. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.
- Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer’s team:
  - Provide job descriptions, responsibilities, and authority for each team member.
  - Provide a list of concurrent projects, responsibilities, and commitments during the duration of the Project.
  - Current home office location.
  - Qualifications and past construction experience relevant to this Project, in addition to the length of time performing those job duties.
  - Unique knowledge of team members related to the project.
  - Length of time with the firm for each key team member and length of time for overall experience pertinent to the scope.
  - Experience on similar projects working with other proposed team members.
  - Provide resumes and two current references for the Key Personnel in an appendix to the SOQ. References will be considered current if the party’s name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of SOQ due date.

Project Manager

One staff member should comprise the Project Manager role as a Key Person for the Project, and should have the following skills, experience, and knowledge:

- This person serves as overall PM for both the preconstruction services and the construction services and will be the main point of communication to the Project team.
- This person shall remain in this role for the duration of the project.
- This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction input and analysis.
- Anticipated time commitment: 100% throughout the duration of the Project.

The contractor should provide a recommendation for staffing of additional Key Personnel and their anticipated level of commitment that can provide the following skills, experience, and knowledge:

- Constructability Expertise
  - Responsible for providing construction expertise and innovation during preconstruction services.
- Cost Estimation
  - Responsible for providing ROM cost estimates and OPCCs during preconstruction services.
• Project Controls
  ▪ Responsible for managing cost estimates, the Project schedule, Project risk, and Project quality.
• Construction Management
  ▪ Each construction package will have a designated Construction Manager.
  ▪ The required skill set of the Construction Manager will depend on the complexity, size, and scope of the associated construction package.
  ▪ For purposes of the SOQ, only one example Construction Manager should be proposed on the submitted Organization Chart as this position is subject to change.

Key personnel are expected to have a reasonable level of decision-making authority on behalf of the Contractor.

Technical Experts may be required throughout the duration of the project. These staff members would not have an anticipated level of commitment, but could be asked to provide specific feedback on the following skillsets, knowledge, and experience:
• Schedule Support
• Risk Support
• Structural Expertise
• Material Expertise
• Quality Control
• Traffic Phasing
• Utilities
• Survey
• Intelligent Transportation Systems
• Public Information
• Safety
• Roadway
• Drainage
• Environmental

Provide a separate graphic showing organizational structure chart, complete with specific names, working titles, and subcontractors for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.

• Identify and explain the need for any additional Key Personnel necessary to the success of the Project.
• Provide a narrative describing succession planning for team stability and planning for any member of the Project team and subcontractors that leaves during design or construction. Plans for Project ramp-up and ramp-down periods should be discussed as well as handling the possible five-year duration of the Project.

Safety Record and Performance:
• Provide a narrative of the Contractor’s safety programs, processes, and initiatives that demonstrate a record of safety performance.
• Provide the following information for each entity involved, covering the last 4 years (2015-2018).
  o Experience Modification Rates (EMR)
  o OSHA Reportable Incident Statistics

3.2.2. Contractor Capability (5 Points)

Prior Project Experience/Performance/References
• Provide a summary of previous experience relevant to the general scope of work for this Project. Provide three or more relevant projects/programs that demonstrate the Contractor’s
ability to be successful on this Project. For each listed project or experience please include Owner and architect/engineer references and contract information. The Owner may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked. Provide at a minimum:
  o The project/contract name and location
  o Project delivery method
  o Description of services provided
  o Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
  o Description of project schedule performance, including initial schedule, and reasons for schedule change
  o Key assigned in-house staff and their level of involvement
  o Subcontracts (service) used in the performance of the contract
  o Reference(s) for Owner and Design Consultants
  o Coordination with stakeholders, if any

- All references submitted shall be current for relevant projects. References will be considered current if the party’s name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of SOQ due date.

3.2.3. Strategic Project Approach (10 Points)

Provide your Strategic Project Approach summary for the Project including the following:

Preconstruction Services:
To aid in describing the means and methods that will be used to support the design development and decision-making process, please discuss the following:

- Discuss your approach to providing successful Construction Management services based on prior experience and how it applies to maximizing the Owner’s Project goals.
- Discuss your approach to overall Project phasing and individual construction package phasing. Include: recommended construction packages, specific phasing concerns, phasing of work based on acquired right-of-way, etc.
- Discuss your approach to reviewing design; providing real-time constructability feedback; ongoing value engineering input as it relates to innovation, resources, packaging, traffic phasing, right-of-way, utilities, critical path, etc.
- Discuss your approach to the design effort to help to improve quality, reduce errors and omissions, and to achieve the best value in construction.
- Discuss how technology (i.e. Bluebeam, PlanGrid, Aconex, general e-construction methodology, 3D modeling) will be utilized for quality control, document control, plan review, field quantities tracking, etc.
- Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Describe your approach to submitting OPCC at required milestones and at CAP.

Construction Services:
In an attempt to describe the means and methods that will be used to support the construction and decision-making process please discuss the following:

- Provide a description of the major Project features the Contractor plans to self-perform, including qualifications to do such. Provide your subcontractors for major work and high-risk items (structures, paving, earthwork, traffic control, etc.).
- Discuss your approach and anticipated level of involvement to changes in site conditions, field fitting, and problem solving during active construction; describe the role the Contractor plays within the Project team in situations that require a change in approach and/or a different method of construction.
• Explain how the Contractor will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
• Describe your approach to subcontractor management by describing your business process for the below-mentioned items.
  o Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity and types of outreach programs you will use to include small and disadvantaged businesses for this Project.
  o Discuss how you will enforce procedures and protocols that ensure compliance and quality with Project Plans and Specifications.
  o Discuss how you will ensure your subcontractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
  o Describe how you deal with subcontractors that are underperforming or not operating in a safe manner.
  o Discuss what mechanisms you will use to solicit best value subcontractors, lock in item costs for CAP and in the event additional work is needed during construction.
• Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
• Discuss how technology will be utilized during construction and what tools will be supplied to staff.

General Project Services:
• Describe any Project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges. Include in the description plans to address constraints.
• Discuss your approach to safety during the design and construction phases that will keep the traveling public and workers safe.
• Describe your approach to tracking and documenting value added through CMGC to the Project.

3.2.4. Project Innovations (10 Points)

In conjunction with your team’s Project Approach, your team may have some innovative ideas that may or may not meet the requirements of the RFQ that could increase the likelihood for Project success. The Selection Panel will consider how well your innovative ideas help balance the Project goals. Any innovations proposed need to be practical and implementable.

The Owner has identified some areas where innovation should be explored. Provide a narrative that describes how your approach to integrating innovation would apply to these areas, give examples of ideas that would result in a more efficient and effective Project.

• Approach to eliminate or minimize any long-term closures of W. 72nd Avenue during construction and ideas to mitigate impacts to the travelling public and adjacent residents and businesses
• Alternative or accelerated construction methods or structure types for the railroad grade separation, adjacent structures and other retaining systems
• Early relocation of utilities to facilitate uninterrupted construction of the railroad grade separation and adjacent retaining systems
• Construction phasing and methods of handing traffic related to the intersection improvements, in particular at Simms Street, and the temporary roadway crossing of the railroad
• One additional unique idea developed by the Contractor that could be implemented on this project

Please discuss these further as follows:
  o Describe specific technical or production innovations related to design or construction that may further improve reaching Project goals.
  o Describe impacts of the innovation(s) on time, cost, quality, and safety.
3.2.5. Approach to Risk, Schedule, and Price (10 Points)

As each OPCC or CAP is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the Contractor communicates these items to the Owner is critical for a successful CMGC project.

The following salient features of work will be major factors in the success of this Project:
- Railroad Grade Separation Construction
- Traffic Control and Phasing
- Utility Coordination and Relocation
- Public Information and Communication

For Each Salient Feature provide a discussion of the following:

Cost Model Approach
- Demonstrate how your and your subcontractors’ cost models were developed, the basis of assumptions, and how they communicate information necessary for decision making.
- Provide a description of your approach discussing the following, at a minimum:
  - Assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
  - Innovative cost savings, opportunities, and value to the Project.
  - Use of CDOT bid items and cost data for cost evaluation and comparison.
  - Approach to the development of estimate factors such as escalation factors, fuel pricing, material sources, labor rates, craft labor agreements, availability of skilled craftsman.
  - Approach to equipment availability and rental rates.
  - Approach to developing production rates.
  - Approach to developing baseline cost where risk will then be assigned and identified to determine an appropriate risk pool.

Schedule Approach
- Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
- Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the Project.
- Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.

Risk
- Discuss your risk management process that will be used to identify risks, assign costs to each risk, determine probability of said risk, and provide recommendations to reduce or eliminate the risk. Describe any technology you will utilize to organize the risk management process.
- Provide a sample risk assessment and quantitative risk register identifying three to five major risks for each salient feature. Be sure to include:
  - Risk magnitude, mitigations and their associated cost and schedule impacts.
  - Assignment of risk responsibility and approach to shared and Owner risk pools.
  - Analysis of the risk and its respective impacts to cost, quality, and schedule.

Quality and Safety
- Discuss your approach to addressing quality control and safety for each salient feature.
3.3. **EVALUATION CRITERIA FOR ORAL INTERVIEW (45 Points Possible)**

An oral interview will be a mandatory part of the selection process after the Selection Panel determines a short list of contractors. It is expected that subcontractors playing a major role on the Contractor’s team be present at the interview.

The structure of the oral interview will be as follows:

**3.3.1. Short Presentation (10 Points)**

Summarize the SOQ and describe the Contractor’s Innovative Ideas and Unique Resources (15 Minutes). The Contractor needs to communicate to the Selection Panel why they should be chosen for this project. What strategies and abilities does the Contractor bring to this CMGC Project to distinguish them from the other shortlisted candidates and why they will bring success to the Project? Limit the presentation to the most critical points of the SOQ and focus on what your team can bring to the table and why.

**3.3.2. Team Challenge (15 Points)**

The Contractor will be given a written challenge to review and propose a course of action to address the elements in the problem. The Contractor will be given 15 minutes to prepare a response or solution and 5 minutes to present a formal response or solution to the Selection Panel. This challenge scoring will be determined by the following criteria:
- Challenge Understanding
- Recognition of Key Points and Ideas
- Team Collaboration
- Communication Skills
- Understanding of CMGC Delivery Method, Context Sensitive Solutions, and Environmental Commitments
- Understanding of Project Goals

**3.3.3. Question and Answer Session (20 Points)**

The questions asked in this session will be the same for each Contractor, but any follow-up questions by the Selection Panel to clarify Contractor answers will be allowed. The interview presentation and question & answer scoring will be based on the following criteria:
- Project Understanding
- Project Approach
- Project Innovation
- Communication Skills
- Understanding of CMGC Delivery Method

3.4. **EVALUATION CRITERIA FOR CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL (10 Points Possible)**

**3.4.1. CMGC Management Price Percentage (10 Points)**

Contractor shall state their proposed CMGC Management Price Percentage, carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The CMGC Management Price Percentage shall include all profit, general and administrative costs, regional and home office overhead, and non-reimbursable costs identified in Appendix B. The CMGC Management Price Percentage shall not change regardless of the final, negotiated amount of the CAP for Construction Phases.

The CMGC Management Price Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CMGC Management Price Percentage is to define the cost and level of effort for the CMGC to deliver the Project within the CAP. The CMGC Management Price Percentage shall exclude all Contractor costs for risk related to performance of
the construction work. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct cost of the work.

The CMGC Management Price Percentage score will be determined by comparing each firm’s sealed CMGC Management Price Percentage with the lowest CMGC Management Price Percentage being equivalent to the maximum score of 10 points. To score each price percentage, the Selection Panel will use the following example formula:

Scoring of the CMGC Management Price Percentage:

Example: Assume the lowest CMGC Management Price Percentage of 7%.

FIRM A: \[
\frac{7\%}{7.0000\%} \times 10 \text{ points} = 10 \text{ points}
\]

FIRM B: \[
\frac{7\%}{8.0000\%} \times 10 \text{ points} = 8.75 \text{ points}
\]

FIRM C: \[
\frac{7\%}{9.0000\%} \times 10 \text{ points} = 7.78 \text{ points}
\]

The resulting score will be added to the individual Contractor’s CMGC Management Price Percentage Proposal Form A-3 that will be included in the sealed submittal.
APPENDICES

APPENDIX A:
EVALUATION AND CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS

STATEMENT OF QUALIFICATIONS, ORAL INTERVIEW EVALUATION SCORING NOTES:

I. The Owner has developed a CMGC Selection Panel Scoring Guide to promote objectivity and transparency. Selection Panel members are required to read and follow all scoring guidelines.

II. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Comments by Selection Panel members are required on all scoring forms so that all Proposers may receive constructive feedback on their proposals and performance.

III. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3.50, 4.00.). Scoring for the SOQ and Oral Interview criteria form will be based on the following Qualitative Assessment Guidelines, which will be applied to all sections except the CMGC Management Price Percentage.

<table>
<thead>
<tr>
<th>Qualitative Assessment Guidelines</th>
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<tbody>
<tr>
<td>Selection Panel members will individually review and score each SOQ category according to the criteria set forth in the RFQ. Team members will evaluate each category sub-factor listed in this Evaluation Manual and assign those sub-factors a Qualitative Assessment Percentage according to the scoring range listed below:</td>
</tr>
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<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>The Contractor demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of this scoring category. The SOQ communicates an outstanding level of quality. The Contractor's qualifications are exceptional. SOQ shows no weaknesses or deficiencies for this scoring category.</td>
</tr>
<tr>
<td>4</td>
<td>The Contractor demonstrates a strong understanding and has a strong approach to the scoring category. The SOQ communicates a high level of quality and the SOQ exceeds the stated requirements of the RFQ. The SOQ shows few weaknesses or deficiencies for this scoring category.</td>
</tr>
<tr>
<td>3</td>
<td>The Contractor demonstrates a general understanding of the project and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this project. The SOQ communicates an average level of quality and meets the stated requirements of the RFQ.</td>
</tr>
<tr>
<td>2</td>
<td>The Contractor has demonstrated a below average understanding of this scoring category and their response contains significant weaknesses and deficiencies. The SOQ communicates a below-average level of quality. The Contractor's qualifications raise questions about the Contractor's ability to successfully meet the project goals.</td>
</tr>
<tr>
<td>1</td>
<td>The Contractor has demonstrated a minimal understanding of this scoring category and their response contains numerous weaknesses and deficiencies. The SOQ demonstrates little or no level of quality or value. The Contractor's qualifications raise questions about the Contractor's ability to successfully meet the project goals.</td>
</tr>
</tbody>
</table>
CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL EVALUATION SCORING NOTES:

I. Determine score for each firm’s sealed CMGC Management Price Percentage Proposal. The maximum point total for this section is 10 points.
   a. CMGC Management Price Percentage 10 Points Maximum
      i. Must include all supporting information required in Section 3.4 and on Scoring Form A-3.
      1. CMGC Management Price Percentage Scoring Information is described in Section 3.4 of this RFQ.

TOTAL SCORING EVALUATION SCORING NOTES:

I. The maximum point total for each of three evaluation sections is as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Score</th>
<th>(Scoring Form)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Qualifications</td>
<td>45pts</td>
<td>A-1</td>
</tr>
<tr>
<td>Oral Interview</td>
<td>45pts</td>
<td>A-2</td>
</tr>
<tr>
<td>CMGC Management Price Percentage Proposal</td>
<td>10pts</td>
<td>A-3</td>
</tr>
</tbody>
</table>

II. After the evaluation of the SOQ, the three (maximum) highest ranked contractors will be short listed and be invited to interview and submit sealed CMGC Management Price Percentage Proposals.

III. The contractor with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel members will be averaged to produce the total overall score for each Contractor.
CITY OF ARVADA
SCORING FORM A-1: STATEMENT OF QUALIFICATIONS EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Name of Firm: _______________________________________
Name of Project: ______________________________________
Evaluator No: _________________________________________
Date: _______________________________________________

RFQ Reference: Meets Minimum Requirements   YES ____   NO ____
If the minimum requirements (including letter from surety) have not been met, specify the reason(s):
________________________________________________________________________________
_______________________________________________________________________________
_____________________________________________________________________________

<table>
<thead>
<tr>
<th>Project Management Team / Contractor Capability: 15 Points Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project Management Team</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Composition of Team/Location/Organization</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
</tr>
<tr>
<td>Job Descriptions and Responsibilities</td>
</tr>
<tr>
<td>Team Building and Collaboration</td>
</tr>
<tr>
<td>Safety Performance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2 Project Team Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Prior Experience/Performance/References</td>
</tr>
<tr>
<td>Project Background and Success</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3 Strategic Project Approach: 10 Points Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Firm Approach to Maximizing and Attaining Project Goals/Strategic Project Approach</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4 Project Innovations: 10 Points Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5 Approach to Risk, Schedule, and Price: 10 Points Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Cost Estimating</td>
</tr>
<tr>
<td>Schedule</td>
</tr>
<tr>
<td>Risk Management</td>
</tr>
</tbody>
</table>

**TOTAL SCORE (45 Points Maximum): __________**
CITY OF ARVADA
SCORING FORM A-2: ORAL INTERVIEW EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Name of Firm: _______________________________
Name of Project: _______________________________
Evaluator No: _______________________________
Date: _______________________________

Oral Interview Section: 45 Points Maximum

<table>
<thead>
<tr>
<th>Oral Interview Scoring Criteria</th>
<th>Rating</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Presentation</td>
<td>x 2.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Team Challenge</td>
<td>x 3.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question and Answer Session</td>
<td>x 4.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL SCORE (45 Points Maximum): ________

Team Project Challenge:

Questions Asked:

1. 

2. 

3. 

4. 

5. 

6.
CMGC Services for West 72nd Avenue – Kipling Street to Simms Street

CITY OF ARVADA

SCORING FORM A-3: CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Date ___________ Project / RFQ Number ___________ Project Title ________________________________

Name of Firm: _______________________________

Acknowledge receipt of Addendums No. ____ No. ____ No. ____

CMGC Management Price Percentage Proposal Section: 10 Points Maximum

For instructions, requirements, and scoring for the CMGC Management Price Percentage see Section 3.4. This form only requires CMGC Management Price Percentage.

1  CMGC Management Price Percentage (10 Point Maximum)  %

(Check your required input above)

Normalized: ______ x 10 = ______

* Note: Scoring calculation will be conducted by the Selection Panel. See Section 3.4 for instructions.

TOTAL SCORE (10 Points Maximum): ______

____________________________________________________________
Applicant or Corporate Officer Signature Date Title

____________________________________________________________
Applicant or Corporate Officer Signature Date Title

____________________________________________________________
Applicant or Corporate Officer Signature Date Title

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### APPENDIX B:

**CONSTRUCTION GENERAL CONDITIONS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs NOT TO BE included in CMGC Management Price Percentage</th>
<th>Costs TO BE included in CMGC Management Price Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Costs for the categories below will be negotiated and included in the direct “Cost of the Work”</td>
<td>Other indirect and non-reimbursable costs to be included in the CMGC Management Price Percentage are listed below</td>
</tr>
<tr>
<td>B.1</td>
<td>Mobilization</td>
<td>Project Principal – all costs</td>
</tr>
<tr>
<td>B.2</td>
<td>Project Manager</td>
<td>Project Manager relocation, housing, and subsistence costs.</td>
</tr>
<tr>
<td>B.3</td>
<td>Construction Manager/ Superintendent</td>
<td>Construction Manager/ Superintendent relocation, housing, and subsistence costs.</td>
</tr>
<tr>
<td>B.4</td>
<td>All other on-site, construction management staff as approved by the Agency</td>
<td>Additional CMGC staff relocation, housing, and subsistence cost.</td>
</tr>
<tr>
<td>B.5</td>
<td>On-site administrative staff, including clerical and secretarial staff</td>
<td>Home, branch and regional office administrative support staff and all related costs</td>
</tr>
<tr>
<td>B.6</td>
<td>All project direct costs related to Safety</td>
<td>Home, branch and regional office safety support staff and all related costs</td>
</tr>
<tr>
<td>B.7</td>
<td>All project direct costs related to Quality Control</td>
<td>Home, branch and regional office quality control support staff and all related costs</td>
</tr>
<tr>
<td>B.8</td>
<td>Project office costs for cleaning, set-up/demob., maintenance, security, utilities, rent/lease, equipment, and furniture</td>
<td>Profit</td>
</tr>
<tr>
<td>B.9</td>
<td>Materials and equipment handling, including shipping/transport to site and storage costs</td>
<td></td>
</tr>
<tr>
<td>B.10</td>
<td>Costs to co-locate with Agency staff</td>
<td></td>
</tr>
<tr>
<td>B.11</td>
<td>Job site temporary toilet facilities and maintenance</td>
<td></td>
</tr>
<tr>
<td>B.12</td>
<td>Partnering workshops</td>
<td></td>
</tr>
<tr>
<td>B.13</td>
<td>Construction rental equipment</td>
<td></td>
</tr>
<tr>
<td>B.14</td>
<td>Actual cost of permits</td>
<td></td>
</tr>
<tr>
<td>B.15</td>
<td>All project direct costs related to implementation of Agency-approved sustainable practices</td>
<td></td>
</tr>
<tr>
<td>B.16</td>
<td>All project direct costs related to implementation of Agency-approved DBE/ESB program</td>
<td></td>
</tr>
<tr>
<td>B.17</td>
<td>Construction equipment and vehicles at Proposer’s internal cost rate, including costs of maintenance and fuel</td>
<td></td>
</tr>
<tr>
<td>B.18</td>
<td>All costs related to cell phones, radios, fax machines, pagers, computers and software.</td>
<td></td>
</tr>
<tr>
<td>B.19</td>
<td>All costs of capital and interest; licenses and taxes required by law.</td>
<td></td>
</tr>
<tr>
<td>B.20</td>
<td>Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies</td>
<td></td>
</tr>
</tbody>
</table>
REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _______________________________________________________________________________________

Contact Names: Sales/Customer Service ____________________________________________________________________

Address: _____________________________________________________________________________________________

Phone: (_____) ____________________ Email(s): ____________________________________________________________

The undersigned hereby affirms that:

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

By:__________________________________   ______________________ _______________________________
    Signature of Authorized Agent                     Date          FEIN

__________________________________    ______________________ _______________________________
    Typed/Printed Name of Agent                 Title of Agent   Agent email

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

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

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

Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________

Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________
SUBMITTAL INSTRUCTIONS:
Qualifications must be submitted in the order listed below with each section clearly identified.

Submit ON-LINE OR one (1) unbound original proposal, X copies and one (1) copy on a flash drive.

Cover & Executive Summary.

Detail Firm’s and employees’ Capabilities, Experience, Licensing, and Compliance Status.

Details of Qualifications – products & services, implementation timeline and warrantees.

Completed Owner Submittal Forms including this sheet and all other attachments requested.

Pricing – All fee and costs associated with the offering.

Performance Measures Form, when this is for an applicable service.

Insurance – Checking this box accepts that the insurance requirements listed by the Owner are acceptable unless listed in the variations on the previous page.

CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

Please initial to acknowledge Addenda, if any:
#1 _________________________  #2 ______________________ #3 _________________________

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: _________________________________________
________________________________________________________________________________________

Name: ___________________________________________    Contact Person: ______________________
Address: __________________________________________________________________________________
Telephone No: ______________________________________ Email: _______________________________
Describe type of work/service performed or items supplied: _________________________________________
________________________________________________________________________________________
PERFORMANCE MEASURES FORM INSTRUCTIONS:

The Owner has incorporated Performance Management into its organizational culture. When vendors submit offers to the Owner in response to solicitations for Services (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the Owner. 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 vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor’s self-scored measures.

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

(a) Price/Cost

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

1. ____________________________________________________________________________________
2. ____________________________________________________________________________________

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the Owner 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 Owner 95% to reduce use of paper.

1. ____________________________________________________________________________________
2. ____________________________________________________________________________________

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.
CMGC Services for West 72\textsuperscript{nd} Avenue – Kipling Street to Simms Street

PERFORMANCE AND PAYMENT BOND

Bond No. ____________________

(Firm) ____________________

(Address) ____________________

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

(Firm) ____________________

(Address) ____________________

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

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the Owner, dated the ______ day of __________, 20____, a copy of which is hereto attached and made a part hereof, for the performance of the Owners’ Project No.’s ______.

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

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

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

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

IN PRESENCE OF:

PRINCIPAL____________________________

By____________________________

Address ______________________________

(Corporate Seal)

OTHER PARTNERS

SURETY____________________________

Attorney___________ in _________ Fact ______

Address ______________________________

(Surety Seal)

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

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.
Qualifications to Provide CMGC Services for West 72nd Avenue – Kipling Street to Simms Street
# TABLE OF CONTENTS (SUBMITTAL #1)

**Cover Letter and Executive Summary** ......................................................................................................................... 1

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   - General Project Services  
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5. Approach to Risk, Schedule, and Price (included in Proprietary Submittal 2) ................................................................. 26

## Appendix

- Key Personnel Resumes
- SEMA’s Total Project Risk Assessment and Quantitative Risk Register (included in Proprietary Submittal #2)  
- Sample Project Cost Model (included in Proprietary Submittal #2)  
- Project Schedule (included in Proprietary Submittal #2)  
- Surety Letter  
- Evidence of Insurability  
- Arvada Required Forms

*Note that this proposal has been uploaded in two separate parts/submittals per Arvada’s requirements. Items marked above have been removed from the main submittal (Submittal #1) and included as part of SEMA’s proprietary submittal (Proprietary Submittal #2).*
Re: Cover Letter and Executive Summary

RFQ-19-W. 72nd Ave.-CMGC
CMGC Services for West 72nd Avenue – Kipling Street to Simms Street

Dear Mr. Webb,

SEMA Construction, Inc. (SEMA) is pleased to submit our proposal to provide Construction Manager/General Contractor (CMGC) services for the West 72nd Avenue Kipling Street to Simms Street Project (Project) to the City of Arvada (Arvada).

Why SEMA. SEMA has grown into one of the largest heavy civil contractors in the nation offering clients something entirely unique in our industry. In addition to our 28-year tenure as a highly competitive low-bid contractor, we have also built an alternative delivery portfolio valued at $1 billion. SEMA is uniquely positioned to collaborate with Arvada on this Project through our sophisticated preconstruction services providing constructability, value engineering, and innovative solutions. Coupled with that, our long history of design-bid-build work provides us with an acute understanding of local market conditions unmatched by any other local contractor competing for this Project. We are one of the only contractors that can compete in both the design-bid-build and alternate delivery arenas, enabling us to deliver best value and innovative solutions to Arvada.

SEMA has successfully delivered $2 billion in Colorado transportation projects, $830 million in CMGC projects, and $350 million in rail projects. This experience is unique and ensures Arvada a low-risk, best-value Project, delivered safely and with high-quality results, while exceeding all stated Project goals.

1 Maximize Funding
SEMA understands that 85% of Project funding must be allocated to construction by 2/26/22. Our approach includes which allows us to achieve this goal 14 months early. Additionally, we will cost load our schedule to provide the ongoing status of funding allocation to Arvada throughout the life of the Project.

2 Public Outreach
We understand how highly-visible this Project is, and it is our goal to safely deliver the highest-quality Project with the least amount of disruption to the community. To do this, we have supplemented our team with our in-house Strategic Communications Manager, Mia Migdall, to provide additional emphasis on communications, outreach, and stakeholder coordination. In this role, Mia will support Arvada’s public information (PI) team starting immediately during the Project’s PI Manager (PIM) CIG’s CEO, Kristi Estes, during construction.

Mia and Kristi each bring 25 years of communications and PI experience to our team. Additionally, Kristi is a resident of Arvada, who drives the Project corridor on a daily basis. Her personal connection to the success of this Project and immediately immersing ourselves into the community of Arvada to promote the Project and foster engagement.

3 CMGC Commitment
SEMA

We bring a proven and cohesive team, built with the same key personnel who recently worked together on our 39th Avenue Greenway Design-Build project. Project Manager Larry Walsh brings 39 years of experience leading alternate delivery projects delivered with seamless integration between design and construction. Additionally, our team has worked together for an average of 15 years, bringing Arvada a proven approach and the continuity essential to exceeding the goals of this important Project.
Our commitment to the CMGC approach involves partnering with Arvada to mitigate issues early by telling you what you need to know, not what you want to hear.

4 Collaboration and Transparency
One of the most important keys of a successful CMGC process is to develop a collaboration plan between key team stakeholders including Arvada, Muller and Arvada’s Independent Cost Estimator (ICE). Upon notice of award, SEMA will promptly engage the team in a collaboration and partnering workshop that will define the goals, commitments, and responsibilities of each team member. The objective of the workshop is to develop a common goals and task force workshops will continue to foster critical thinking and collaboration throughout the Project.

Our commitment to transparency throughout the CMGC process is proven by our 100% success rate in negotiating a CAP. SEMA’s cost comparison worksheets, in addition to subcontractor quotes received, will be incorporated into our open-book estimating process, ensuring full transparency and allowing Arvada and the ICE to participate in the best-value determination of vendor selection for each work scope.

5 Strategic Phasing
SEMA Arvada expertise in both roadway and railway construction phasing. Therefore we have developed an time-frame required for multiple UPRR agreements, while maximizing our ability to complete other phases of work. We have developed four distinct construction packages, including an early utility relocation package that allows us to begin construction in the Fall of 2020. We will complete preconstruction by December 2020 and proceed with construction to satisfy bond commitment funding milestones.

6 Innovation and Maximizing Scope
Our ability to maximize scope within budget comes from our 28-year history of reliable, competitive pricing, annually bidding $2.6 billion in this market, and self-performing $150 million in Colorado every year. Therefore, we are not simply a construction manager. Our single-source responsibility allows us to competitively bid and self-perform the work to innovation and cost savings throughout the life of the Project.

We are able to self-perform up to 75% of this work scope. In order to deliver the best-value to our Arvada, we remain value to the Project, we will draw upon our well-established subcontractor and supplier network to complete the work. In addition, our unmatched local market knowledge enables us to procure long-lead and large-volume items in advance to take advantage of volume discounts and to protect clients from double mark-ups and pricing escalations. We have also developed a matrix of Project innovations in our proposal that deliver on best value.

Our successful history of integrated project delivery comes from our extraordinary collaboration, depth of resources, extensive CMGC experience, and competitive price certainty. We look forward the opportunity to further share with you our ideas, qualifications, and the value our team can bring to this project.

Thank you for the opportunity to pursue this Project, and for your consideration as you review our proposal.

Our main point of contact for this Project is Larry Walsh, Project Manager, P: 720.284.7870, lwalsh@semaconstruction.com.

Sincerely,

Brett Ames, District President
SEMA CONSTRUCTION, INC.
1. Project Management Team

39th Avenue Greenway
Park Hill Detention
Design-Build

City and County of Denver

*SEMA successfully managed relocation of 276 utilities.
1. PROJECT MANAGEMENT TEAM

Composition and Commitment of the Project Management Team

Project Management Team
As Arvada’s first transportation contract, this Project will set the stage for future CMGCs. SEMA’s team includes experts who have supported owners through the CMGC process, including collaborating with Works CMGC—Red Rocks Infrastructure Improvements. Our team will help Arvada navigate through the CMGC process to yield a Project that delivers on goals and expectations, while delivering a best-value approach.

We are pursuing this Project with a proven, innovative team that has recently collaborated on an $82M multi-faceted, alternate delivery project for CCD. Additionally, many of SEMA’s management and craftspeople who constructed the previous phase of 72nd Avenue, east of the current Project still work for SEMA. This ensures Arvada absolute cohesion and a proven, seamless approach to this Project.

WHY SEMA?

| 28 | Years of Improving Infrastructure in Colorado |
| 147 | Years of Industry Experience our Key Personnel Bring to this Project |
| 15 | Average Years our Key Personnel have Worked Together |
| $830M | CMGC Experience |
| $2B | Colorado Transportation Projects |
| $350M | Heavy Rail Experience |
| $2.6B | Competitively Bid in Colorado, Annually = Competitive Price Certainty |
| 46 | Awards for Quality and Safety in Roadway and Rail Over the Past Five Years |

Brief biographies of our key personnel begin on this page, and an organizational chart for our team is included on page 7. The key personnel we are proposing are available for the anticipated time commitment for their respective roles, and all have decision-making authority appropriate for their positions. Our key personnel have worked together on recent and similar projects, as illustrated in Figure 1 on page 6.

**PROJECT MANAGER**

**LARRY WALSH**

brings nearly 40 years of relevant industry experience, with his entire career comprised of Colorado infrastructure and transportation projects. Delivering his integrated, and responsive collaboration. Larry’s proven understanding working with the public and stakeholders is a direct result of his own 20 years as a public agency

Arvada heightened stakeholder support.

**Job Description, Responsibilities, and Authority:**

Larry will be the focal point of contact and responsible for leading our team’s achievement of the Project goals. Larry will participate in design coordination meetings to identify cost and schedule reduction ideas, lead the team in innovation, minimize risk, and review for constructability. He will coordinate all preconstruction tasks such as initiating and tracking of the risk mitigation matrix, tracking innovations, developing value engineering proposals, participating in design and constructability reviews, and developing a utility matrix coordinate a seamless transition to construction where he will continue to lead overall management of the Project.

**CONSTRUCTABILITY EXPERT**

**MARK BROOKS, PE,** has more than 30 years of experience in both consulting engineering and civil construction. In 2018, Mark led SEMA’s preconstruction cost estimating services/constructability for more than $830M in CMGC projects, as well as participating as SEMA’s estimating lead cost estimator/constructability expert for over $350M in design-build projects, and $800M in design-bid-build procurement awards.

**Job Description, Responsibilities, and Authority:**

Mark’s background as a design engineer combined with his experience leading preconstruction services as lead cost estimator, will ensure a technically sound and
strategic project delivery approach with a high-quality managing SEMA’s construction to the design team. A highly collaborative leader, Mark will drive ongoing cooperation and partnership between Arvada, the CMGC Design team, the ICE, and our team to ensure immediate decision-making and cohesion related to scope, budgets, and time lines.

**Job Description, Responsibilities, and Authority:**
During preconstruction, Dustin will coordinate with Arvada and other key stakeholders to develop a fully integrated schedule, cost estimates, and risk management plan in execution of Arvada’s goals. During construction, Dustin will work directly with Arvada personnel to manage cost estimates, Project schedule, Project risk, and all aspects of project quality. Dustin will also work directly with reports on all project control elements to Arvada and the CMGC Design team.

**CONSTRUCTION MANAGER CHARLIE BISBEE** has 12 years of relevant experience in civil construction and project management. Charlie has a project portfolio worth $500M including $90M in alternate delivery work. Working side-by-side with Project Manager Larry Walsh as the Deputy Project Manager on Denver’s 39th Avenue Design-Build, Charlie brings cohesion, a proven approach, and tested best practices in managing highly complex, multi-scope projects, like this one.

**Job Description, Responsibilities, and Authority:**
As Construction Manager for the Project, will lead constructability of design, phasing, MOT planning, and innovations for iterative and milestone CAP estimates during preconstruction to pro-actively deliver impactful solutions that increase safety while maximizing scope, productivity, and quality. Charlie will be responsible for the day-to-day construction operations progress, quality, and respond to changes in scope and complexity, while operations team, Arvada, and key stakeholders.

**SAFETY MANAGER ELVER BERNAL, CHST** is a senior safety professional with 22 years of experience developing, implementing, and managing safety for more than $2 billion in construction, including more than 55 heavy rail projects worth $330 million. Elver has a thorough understanding of UPRR’s educated on safety compliance requirements and
expectations and oversee the safe operation of site coordination and construction activities. Elver will lead

**Job Description, Responsibilities, and Authority:**
Elver will be responsible for the development of a plan including job site safety audits, daily safety development and implement all work site safety policies and procedures and be responsible for ongoing safety program administration. During preconstruction, Elver will be responsible for reviewing the design with a focus on identifying and resolving potential safety issues.

**Key Personnel References and Resumes**
We carefully selected each individual for our team to create a cohesive blend of CMGC and scope-related expertise, including railroad experience. Our key personnel all have relevant experience performing cost analyses, developing construction innovations, and completing highly complex projects. Complete resumes for our key personnel are included in the Appendix.

**Need for Additional Key Personnel**
SEMA’s $350M in heavy rail experience gives us supreme knowledge of UPRR’s construction standards and safety requirements. Supporting goals #3 and #4, we have supplemented our team with additional Tier III constructability support focused on the rail component of this Project. **Rail Constructability Expert Tony Swedin** is a heavy rail expert who has worked exclusively delivering successful heavy rail projects since 2011. Tony and operations departments to develop and implement construction phasing and constructability solutions that respond to operational needs as well as cost and schedule parameters. With 19 years of experience, his background involvement in the development of the OPCC and CAP will eliminate unnecessary time and red tape, optimizing and accelerating the CMGC process.

**Value-Added Support: Public Information and Communication**

**Strategic Communications Support During Preconstruction:** In support of goal #2, we have supplemented our team with our in-house Strategic Communications Manager Mia Migdall. In this role, Mia will support Arvada’s with SEMA’s PI Manager (PIM) during construction. This approach allows our team to deliver thoughtfully timed and consistent messaging throughout the Project. This added support will ensure the broadest reach and strategic emphasis on stakeholder relations, keeping the community informed and supportive of the Project.

**Construction Public Information Manager (PIM):** Kristi Estes of CIG will lead our team during construction. Kristi is an infrastructure project communicator who has called Arvada home for 13 years. She has children who currently attend Oberon Middle School and Ralston Valley High School, play softball at Youth Memorial and dance at Move by Morelli. She walks her dogs at Standley Lake and meets up with friends at the Arvada Tavern. **To say that Kristi is personally invested in the success of this project is putting it mildly.**

Kristi brings more than 25 years of experience in public information, public involvement, and public relations—mostly on large transportation infrastructure projects for both roadway and rail. Kristi has worked on such transformational projects that have required extensive outreach, including the Transportation Expansion Project (T-REX), the Regional Transportation District’s (RTD) FasTracks program and the North Metro Rail Line, the multimodal U.S. 36 Express Lanes Project, and the Central 70 Project.

are eager to share their ideas with Arvada.
includes several multi-million-dollar mainline, structure, and at-grade projects valued at more than $200M. Tony is regarded as a trusted advisor in phasing and problem-solving construction techniques.

The heavy rail component of this Project, combined with adjacent schools within the Project site warrants a heightened focus on safety. Therefore, we have moved the Tier III Safety Manager role to an additional Tier II Key Personnel Role. Our senior safety professional, **Elver Bernal, CHST** for leading SEMA’s corporate safety program, Elver’s ability to nurture a culture of safety on large, complex infrastructure projects will reduce risk and exceed the goals for this Project.

**Succession Planning**

Recognized as a Top Workplace by the *Denver Post*, —our leaders, many of whom are on this Project team, have an average of 22 years of tenure at SEMA—being locally based makes us changes during any phase of the Project. We purposefully did not place Tier II team members in additional Tier III roles in the event they need take on additional Project responsibilities. This provides Arvada with assurance that Project goals and milestones will never be hampered.

**Figure 1. Experience Working Together**

*SEMA brings a proven, cohesive team! Our Key Personnel come to this Project with an average of 15 years of experience delivering successful projects together, including 39th Avenue D-B, and other similar projects involving significant heavy rail coordination.*

<table>
<thead>
<tr>
<th>Tier</th>
<th>Name/Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Larry Walsh – Project Manager</td>
</tr>
<tr>
<td>I</td>
<td>Mark Brooks, PE – Constructability</td>
</tr>
<tr>
<td>II</td>
<td>Dustin McKie – Project Controls</td>
</tr>
<tr>
<td>II</td>
<td>Charlie Bisbee – Construction Manager</td>
</tr>
<tr>
<td>II</td>
<td>Elver Bernal, CHST – Safety Manager</td>
</tr>
<tr>
<td>III</td>
<td>Mia Migdall – Strategic Communications</td>
</tr>
<tr>
<td>III</td>
<td>Tony Swedin – Rail Constructability</td>
</tr>
<tr>
<td>Exec.</td>
<td>Brett Ames – Project Executive</td>
</tr>
</tbody>
</table>

**Availability and Commitment of Key Personnel**

SEMA’s 39th Avenue D-B project recently reached the 100% approved-design level, which frees up our key personnel to immediately begin preconstruction services on this Project. SEMA’s resources are 100% available and committed to exceeding the goals of this Project.
Figure 2. Organizational Structure Chart

- **CMGC Executive**
  - Brett Ames

- **Project Manager**
  - Larry Walsh, MBA

- **CMGC Design Team**
  - Mark Brooks, PE (Constructability Expert)
  - Charlie Bisbee (Construction Management)
  - Dustin McKie (Project Controls)

- **Tier II**
  - **Materials/Cost Estimating**
    - Cameron Mang, PE
  - **Cost Estimator**
    - Venkata Dusi, MS
  - **Cost Analyst**
    - Venkata Dusi, MS
  - **Schedule/Risk Support**
    - Addison Halverson
  - **Project Controls**
    - Dustin McKie

- **Tier III**
  - **Roadway**
    - Ken Grossman
  - **Utilities**
    - Brandon Torrez
  - **Structural Expertise**
    - Martin Reed, PE
  - **Rail Constructability**
    - Tony Swedin
  - **Drainage**
    - Rigo Gonzalez
  - **Utilities**
    - Brandon Torrez
  - **Schedule/Risk Support**
    - Addison Halverson
  - **Project Controls**
    - Dustin McKie

- **Environmental Compliance**
  - Cameron Mang, PE

- **Strategic Communications**
  - Mia Migdall

- **Public Information**
  - Kristi Estes (CIG)

- **Intelligent Transportation System**
  - Kyler DeMinck

- **Survey**
  - Joel Jackson, PE

- **Safety Manager**
  - Elver Bernal, CHST

Legend:
- Key Personnel
- Additional Key Personnel
- CIG Personnel
2. Contractor Capability

Peoria Crossing Grade Separation Design-Build
City and County of Denver
Safety Record and Performance

Safety Programs and Processes
Safety is owned by every individual on our team. Despite our impressive safety record, we understand these are minimum expectations we must exceed to be considered for your business. What sets our safety program apart is our relentless quest to promote safety to the next level by introducing innovations, such as wearable technologies, to advance safety standards to a higher level.

Our safety commitment begins by fortifying our team with a senior safety professional who brings 22 years of experience developing and executing successful safety programs for more than $2B in construction. Safety Manager Elver Bernal, CHST, will develop and oversee our prevention-based safety program to ensure everyone goes home safely.

Safety Risk: SEMA believes the biggest safety risk on this Project is construction zone safety, heightened by live rail activity and adjacent schools. We will address this by designing our phasing plans to improve safety during construction and by collaborating with Arvada to develop a Construction Work Zone Safety Awareness Program.

The foundation of this program includes SEMA’s established safety approach and tactics:
- OSHA
  10-level for craft workers
- CDOT T
  » eRailSafe Safety Awareness
  » Roadway Worker Protection
  » UPRR Safety Orientation
  » oolbox Talks”
- Ongoing hazard evaluations and regular internal safety inspections
- Best-in-Class Prevention System. One of our most innovative safety solutions is our established SEMA procedure. This is one of the best-in-class safety innovations as recognized by Arch Insurance.

Safety Record
SEMA’s safety performance is significantly lower than the industry average, including our 2019 0.55 EMR that ranks in the Top 1%!

<table>
<thead>
<tr>
<th>Year</th>
<th>EMR</th>
<th>TRIR</th>
<th>LWIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>0.70</td>
<td>0.6</td>
<td>0.00</td>
</tr>
<tr>
<td>2017</td>
<td>0.81</td>
<td>1.20</td>
<td>0.60</td>
</tr>
<tr>
<td>2016</td>
<td>0.93</td>
<td>1.70</td>
<td>0.20</td>
</tr>
<tr>
<td>2015</td>
<td>0.96</td>
<td>0.96</td>
<td>0.50</td>
</tr>
</tbody>
</table>

| Industry Avg | 1.0 | 3.2 | 1.1 |

EMR: Experience Rate
TRIR: Total Recordable Incident Rate
LWIR: Lost Workdays Incident Rate

Excellence in Safety
- 2018 Platinum Safety Award, National Rail Construction and Maintenance Association
- 2018 Engineering News Record Safety Award of Merit for Alliance Rail Intermodal Facility Expansion, Phase II
- 2016 NRC Gold Safety Award, National Railroad Construction and Maintenance Association
- 2016 Liberty Mutual Gold Safety Award, U.S. 6 Design-Build in Denver, Colorado
- 2016 Colorado Contractors Association Project Management Safety Award, I-70 Vail Chain Stations
- 2016 Colorado Contractors Association Safety Award, Zero Incident Rate in Highway Construction
- 2015 Colorado Contractors Association Safety Award, Zero Incident Rate in Highway Construction
2. CONTRACTOR CAPABILITY

Over the past 28 years, we have proven to be large, fast, and flexible and have built a portfolio of projects ranging in size from $100,000 to $450M. With nearly 1,000 employees nationwide, we have a unique stronghold, constructing large projects with structure and systems that maximize productivity, scheduling, and owner satisfaction. SEMA currently holds a MC-D General Municipal Contractor License with the City of Arvada.

Scope Expertise and CMGC Leadership

Currently ranked the 23rd largest transportation contractor in the nation by Engineering News-Record, SEMA is well-equipped to exceed Arvada’s expectations for this Project. Our ability to successfully deliver goals #3, #4, #5, and #6 and what makes us unique is our $350M in heavy rail experience which we believe essential to the successful and safe delivery of this Project within funding and time-frame parameters. We have completed 21 grade separation projects like this one, and are one of the few contractors competing that comes with a portfolio of numerous rail underpass projects, positioning us as a leader in this scope of work.

SEMA has $830M of successful CMGC experience. Additionally, we led CCD’ so we know how to guide process development and help build best practices for agencies like Arvada that are new to CMGC for civil infrastructure projects.

We will collaborate with Arvada to achieve critical completion milestones by implementing cost savings innovations and project funding resources, and constructability needs. Fueled by our 100% success rate in negotiating CAP, SEMA will develop a market-driven and reliable cost model to responsively identify needs, cost concerns, and schedule constraints.

EXPERIENCE & PERFORMANCE

| $830M | Total Value of CMGC Projects |
| $350M | Value of Railroad Projects |
| $150M | Value of Railroad CMGC Projects |
| 31 | Number of Railroad Bridges Constructed |
| 25 | Total Grade Separation Projects |
| 17 / 11 | Rail Overpasses / Rail Underpasses |
| 100% | Success Rate in Delivering a CAP Across All CMGC Projects |
| Top 1% | SEMA’s 2019 0.55 EMR Ranking in the Construction Industry |

SEMA completed previous improvements on 72nd from Kipling east to Wadsworth that included similar roadway capacity improvements consisting of new roadway construction, 4,000 linear feet of sound wall/retaining walls, utility relocation coordination, and 5,800 linear feet of water/sewer/storm piping.

SEMA constructed this grade separation overpass bridge that included 1,100 feet in length, as well as 68,000 square feet of precast retaining walls with heights up to 30 feet to eliminate the at-grade crossing of Pecos Street from UPRR and BNSF Railway tracks near Utah Junction.

SEMA’s local railway project for the UPRR on the Tunnel Subdivision line involved the construction of a three-span steel girder railroad bridge over Clear Creek and underpass widening below Sheridan Boulevard.
<table>
<thead>
<tr>
<th>Name/Location</th>
<th>Value</th>
<th>Underpass</th>
<th>Reception</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of El Segundo, Douglas Street Gap Closure Railroad Grade Separation –</td>
<td>$22M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Segundo, CA</td>
<td></td>
<td></td>
<td>Construction of intermodal transit center, BNSF railroad grade separation, and pedestrian overcrossing structure.</td>
</tr>
<tr>
<td>City of Englewood, Oxford St. at Bellevue – Englewood, CO</td>
<td>$9M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDOT, Santa Fe and Belleview Phase I – Englewood, CO</td>
<td>$6M</td>
<td></td>
<td>Construction of a new post-tensioned concrete box girder underpass bridge within the UPRR and BNSF Railroad ROW.</td>
</tr>
<tr>
<td>UPRR Utah Junction Flyover – Denver, CO</td>
<td>$5M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Douglas County, Titan Road/UPRR Grade Separation – Douglas County, CO</td>
<td>$3M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Mexico DOT, U.S. 56 Springer Colfax County – Springer, NM</td>
<td>$3M</td>
<td></td>
<td>Construction of a new post-tensioned concrete box girder underpass bridge within the BNSF Railroad ROW.</td>
</tr>
<tr>
<td>UPRR Second Main Track – Arvada, CO</td>
<td>$2M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BNSF Pedestrian Underpass – Celina, Collin County, TX</td>
<td>$1.5M</td>
<td></td>
<td>Improvements at BNSF Railroad Tributary F and construction of the Cypress Creek Pass pedestrian underpass.</td>
</tr>
<tr>
<td>BNSF Alliance Mainline #2 Relocation</td>
<td>$3M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BNSF Bradshaw to Aurora</td>
<td>$19M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village at Avon Infrastructure and Bridges – Avon, CO</td>
<td>$20M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCD Peoria Crossing Grade Separation Design-Build</td>
<td>$21M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDOT, I-76 over UPRR, Bridge Replacements – Adams County, CO</td>
<td>$11M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BNSF Railway, Ft. Sumner to Agudo Pecos River Bridge – Ft. Sumner, NM</td>
<td>$27M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Paso County Baptist Road West – Monument, CO</td>
<td>$9M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adams County, Pecos St. Grade Separation – Adams County, CO</td>
<td>$26M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Grand Junction, Riverside Parkway Phases I, II, and III – Grand Junction, CO</td>
<td>$55M</td>
<td></td>
<td>Construction of a three-span cast-in-place bridge to carry UPRR’s mainline tracks over the realigned Titan Road underpass.</td>
</tr>
<tr>
<td>CDO T COSMIX – Colorado Springs, CO</td>
<td>$143M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kansas Department of Transportation, K-18 Phase I – Manhattan, KS</td>
<td>$66M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Torrance, Del Amo Boulevard Extension – Torrance, CA</td>
<td>$11M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDOT, I-25 and Broadway Viaduct – Denver, CO</td>
<td>$11M</td>
<td></td>
<td>Construction of the nine-span I-25 viaduct over Broadway Ave, UPRR, BNSF Railway, and RTD rail lines.</td>
</tr>
<tr>
<td>Town of Castle Rock, Front Street Flyover – Denver, CO</td>
<td>$6M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDOT, U.S. 85 and Titan Road – Douglas County, CO</td>
<td>$9M</td>
<td></td>
<td>Construction of a six-span concrete girder bridge over UPRR.</td>
</tr>
<tr>
<td>CDOT, SH 24 and I-70 – Limon, CO</td>
<td>$7M</td>
<td></td>
<td>Roadway interchange construction, including three bridge structures over the UPRR and BNSF Railway and U.S. 85.</td>
</tr>
<tr>
<td>CDOT, Berthoud Bypass/U.S. 287 – Berthoud, CO</td>
<td>$30M</td>
<td></td>
<td>Roadway interchange reconstruction, including a bridge structure over the railroad and unnamed creek.</td>
</tr>
</tbody>
</table>

Figure 4. SEMA’s Grade Separation Experience

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Englewood, Oxford St. at Bellevue – Englewood, CO</td>
<td>Construction of a new post-tensioned concrete box girder underpass bridge within the UPRR and BNSF Railroad ROW.</td>
</tr>
<tr>
<td>CDOT, Santa Fe and Belleview Phase I – Englewood, CO</td>
<td>Construction of a new post-tensioned concrete box girder underpass bridge within the BNSF Railroad ROW.</td>
</tr>
<tr>
<td>UPRR Utah Junction Flyover – Denver, CO</td>
<td>Construction of a three-span cast-in-place bridge to carry UPRR’s mainline tracks over the realigned Titan Road underpass.</td>
</tr>
<tr>
<td>Douglas County, Titan Road/UPRR Grade Separation – Douglas County, CO</td>
<td>Construction of a new post-tensioned concrete box girder underpass bridge within the BNSF Railroad ROW.</td>
</tr>
<tr>
<td>New Mexico DOT, U.S. 56 Springer Colfax County – Springer, NM</td>
<td>Construction of a new post-tensioned concrete box girder underpass bridge within the BNSF Railroad ROW.</td>
</tr>
<tr>
<td>UPRR Second Main Track – Arvada, CO</td>
<td>Construction of a new three-span steel girder bridge over Clear Creek and widening of the railroad overpass at Sheridan Blvd.</td>
</tr>
<tr>
<td>BNSF Pedestrian Underpass – Celina, Collin County, TX</td>
<td>Improvements at BNSF Railroad Tributary F and construction of the Cypress Creek Pass pedestrian underpass.</td>
</tr>
<tr>
<td>BNSF Alliance Mainline #2 Relocation</td>
<td>Construction of a three-span cast-in-place bridge to carry UPRR’s mainline tracks over the realigned Titan Road underpass.</td>
</tr>
<tr>
<td>BNSF Bradshaw to Aurora</td>
<td>Construction of a new grade separation bridge over Highway 14, which was completed in less than seven weeks</td>
</tr>
<tr>
<td>Village at Avon Infrastructure and Bridges – Avon, CO</td>
<td>Construction of a grade-separated structure elevating Pearon Street over the UPRR yard and the future RTD East Rail Line.</td>
</tr>
<tr>
<td>CCD Peoria Crossing Grade Separation Design-Build</td>
<td>Construction of a new three-span concrete girder bridge overpass over the UPRR and future RTD tracks at I-76.</td>
</tr>
<tr>
<td>CDOT, I-76 over UPRR, Bridge Replacements – Adams County, CO</td>
<td>Construction of a 1,576-foot-long, 19-span bridge over the Pecos River. Two other bridges were also constructed including an eight-span bridge over Truchas Creek and a three-span bridge over Highway 60.</td>
</tr>
<tr>
<td>BNSF Railway, Ft. Sumner to Agudo Pecos River Bridge – Ft. Sumner, NM</td>
<td>Construction of a new three-span concrete girder bridge over the UPRR tracks and Monument Creek.</td>
</tr>
<tr>
<td>El Paso County Baptist Road West – Monument, CO</td>
<td>Construction of the new eight-span Pecos Street bridge over UPRR, RTD, and BNSF Railway tracks and construction of a new single-span overpass bridge on Osage Street over RTD and BNSF Railway tracks.</td>
</tr>
<tr>
<td>Adams County, Pecos St. Grade Separation – Adams County, CO</td>
<td>Construction of a new eight-span Pecos Street bridge over UPRR, RTD, and BNSF Railway tracks and construction of a new single-span overpass bridge on Osage Street over RTD and BNSF Railway tracks.</td>
</tr>
<tr>
<td>City of Grand Junction, Riverside Parkway Phases I, II, and III – Grand Junction, CO</td>
<td>Construction of a new three-span bridge over UPRR (North Fork Branch) and 4th Street.</td>
</tr>
<tr>
<td>CDO T COSMIX – Colorado Springs, CO</td>
<td>This design-build project built or expanded 20 bridge structures totaling 3,485 tons of reinforced bridge steel, including the replacement of the old Bijou Street Bridge and interchange which spanned Monument Creek, a busy UPRR railroad yard, and I-25.</td>
</tr>
<tr>
<td>Kansas Department of Transportation, K-18 Phase I – Manhattan, KS</td>
<td>Construction of two pedestrian steel truss bridges over the railroad. Phase II: Construction of a new three-span bridge over UPRR (North Fork Branch) and 4th Street.</td>
</tr>
<tr>
<td>City of Torrance, Del Amo Boulevard Extension – Torrance, CA</td>
<td>Construction of roadways over seven Mile Creek.</td>
</tr>
<tr>
<td>CDOT, I-25 and Broadway Viaduct – Denver, CO</td>
<td>Construction of a new three-span concrete girder bridge over the UPRR tracks and Monument Creek.</td>
</tr>
<tr>
<td>Town of Castle Rock, Front Street Flyover – Denver, CO</td>
<td>Construction of the Del Amo Boulevard Overhead bridge over the Harbor Subdivision tracks of BNSF and LA Metro transit rail.</td>
</tr>
<tr>
<td>CDOT, U.S. 85 and Titan Road – Douglas County, CO</td>
<td>Construction of the nine-span I-25 viaduct over Broadway Ave, UPRR, BNSF Railway, and RTD rail lines.</td>
</tr>
<tr>
<td>CDOT, SH 24 and I-70 – Limon, CO</td>
<td>Construction of a six-span concrete girder bridge over UPRR.</td>
</tr>
<tr>
<td>CDOT, Berthoud Bypass/U.S. 287 – Berthoud, CO</td>
<td>Construction of a new three-span bridge over UPRR, BNSF Railway, and RTD rail line.</td>
</tr>
</tbody>
</table>
Peoria Crossing Design-Build  
Denver, CO ($21 million)

**Description of Services:** Denver’s second transportation design-build project the award-winning Peoria Crossing, improved an important connection between Denver and Aurora that was hampered by the at-grade crossing of the UPRR tracks. SEMA’s design-build team provided a best-value solution that involved the construction of a grade-separated structure elevating Peoria Street over the Pacific Yard and the future East Rail Line. This project received the Transportation Project of the Year award from the American Public Works Association and a Merit Award in Transportation from Engineering News-Record.

SEMA developed an accelerated time line to achieve substantial completion nine months early. Completion of the bridge was required by March 2015 to enable the Regional Transportation District to complete and begin testing of their new rail line across Peoria Street to Denver International Airport. SEMA completed the new bridge eight months early. Of trapezoidal precast post-tensioned concrete U-girders. This design provided a center main span of 240 linear feet which placed all substructure elements out of UPRR’s right of way. Because the team determined that girders smaller in depth than what was originally planned would meet the design requirements, the girder depth was reduced from 96 feet to 84 feet, which also reduced the embankment height. Innovations also included selecting concrete pavement over asphalt to provide a higher-quality product and reduce future maintenance costs.

**Coordination with Stakeholders:** UPRR, Regional Transportation District, Xcel Energy, CenturyLink, Aurora’s Department of Water and Sewer, Conoco Phillips, Denver Water, Level 3

**References**
- **Owner:** Bret Banwart, Douglas County Construction Manager (formerly CCD Project Director), 303.660.7490
- **Designer:** Paul Greco, Senior Technical Manager (formerly Bridge Group Manager Atkins), 303.475.7136

**Relevancy**
- **Design-Build/Integration between Construction and Design**
- **At Grade Construction over UPRR Tracks**
- **Bridge Construction**
- **T**
- **Retaining Walls**
- **ROW and Utility Coordination**
- **Water, Sewer, and Storm Pipe Construction**
- **Environmental**
- **Stakeholder/Project Coordination**

**Project Delivery Method**
- **Design-Build**

**Construction Cost**
- **Initial:** $21.7M
- **Final:** $22M
- **Change Orders:** Owner-initiated changes in scope

**Schedule Performance**
- **Initial:** 1/13 (planned and actual)
- **Final:** 6/15 (planned) 9/14 (actual)
- **Changes:** SEMA accelerate critical path items in the schedule

**Subcontracts**
- Concrete Pavement, Asphalt Pavement, Traffic, Control, and Signalization

**Warranty**
- 3 years material/workmanship; 1 year landscape

“Working with SEMA Construction was more than just a positive experience; it was an experience that laid a foundation for trust and a healthy relationship for future projects. With their high level of performance and as a leader in the industry, SEMA Construction serves as an example to the level of service and commitments essential for an on-time, under-budget and quality project.”

*Bret Banwart, PE, Former Peoria Crossing Project Manager, CCD*

**Project Video**

Click the “play” button to watch the project video.
39th Avenue Greenway Park Hill Detention Design-Build
Denver, CO ($82 million)

Description of Services: The 39th Avenue Greenway/Park Hill Detention Design-Build project is the fourth design-build project in Denver’s history, and the third design-build project for which SEMA was selected as design-build contractor by CCD. The SEMA design-build team was the only team able to deliver the project within CCD’s allocated budget, compared to the other two competing teams that presented options $23M and $7M over CCD’s budget respectively.

The project has two major segments—39th Avenue ($57M) and Park Hill ($24M)—and eight design packages which allowed for early release of project. Although this project was procured under a design-build procurement concept, a CMGC-type concept was later implemented so design elements could be reviewed and redesigned if necessary to ensure CCD’s and the community’s visions were through schedule re-sequencing and collaboration, the original required completion dates were maintained. At the 90% design submittal/review level, CCD changed the vision and one of the major project elements. SEMA and the design-build partner collaborated closely with CCD to redesign the work and re-sequence the project to maintain the original contract schedule, coordination Central 70, CCD Glo, and CCD Phase V.

Recognizing the importance of minimizing impacts to the surrounding residential communities and businesses along this project corridor, SEMA’s design-build team has implemented an enhanced PI approach. It incorporates a “base” program enhanced with a supplemental outreach program led by Design-Build Project Manager Larry Walsh.

Coordination with Stakeholders: Mayor’s Recreation, UPRR, Denver Stormwater Division, RTD, DTO, DTP, DTC, SHPO, numerous local neighborhoods and businesses

References
- Owner: Steve Coggins, CCD Program Manager, 720.865.3043
- Designer: Pat Stein, PE, Felsberg, Holt & Ullevig Design Manager/Principal, 303.877.7687

Relevancy
- 100% of Key Personnel are the Same as this Project
- Design-Build/CMGC Approach for Added Scope
- Bridge Construction
- Retaining Walls
- ROW and Utility Coordination
- Water Control/Dewatering
- Water, Sewer, and Storm Pipe Construction
- Rail Coordination
- Environmental
- Stakeholder /Project Coordination

Project Delivery Method
- Design-Build

Construction Cost
- Initial: $78.2M
- Final: $82M
- Change Orders: Owner-initiated changes in scope

Schedule Performance
- Initial: Start 1/18 – Completion 6/20
- Final: Start (Phase I) 4/16 – Completion (Phase I) 12/17; Phase II: Preconstruction nearly complete
- Changes: Early packages accelerated delivery of Phase I

- Brett Ames (Project Executive), Larry Walsh (Project Manager, Mark Brooks, PE (Lead Cost Estimator/Constructability), Charlie Bisbee (Deputy Project Manager), Dustin (Deputy Design-Build Project Manager), Joel Jackson, PE (QC), Elver Bernal, CHST (Safety), Cameron Mang, PE (Environmental)

Subcontracts
- Amenities, Landscaping, Electrical, Concrete Flatwork, Asphalt, Rebar, Drilling, Bore/Tunnel/Jackpipe, Waterline, Asbestos Abatement, Irrigation

Warranty
- 3 years material/workmanship; 1 year landscape

“SEMA’s team, led by Larry Walsh, consistently delivers Denver’s design-build projects within or below budget, on time or early. By demonstrating an extraordinary commitment to safety, schedule, budget, scope, quality, public involvement, and stakeholder coordination—SEMA consistently exceeds expectations.”

David Huntsinger, Director of Capital Projects Management, CCD
E-470 Expansion Parker to Quincy (Phase I) CMGC
Aurora, CO ($79 million)

Description of Services: SEMA assisted in providing CMGC services to widen and add a lane in each direction for 8 miles, with addition to roadway widening to allow for a future fourth lane. With a cost-focused approach, the purpose of this project was to maintain travel time reliability and avoid congestion delays. Construction consisted of widening 11 bridges, moving 1.1 million cubic yards of earthwork, and paving more than 200,000 tons of asphalt. This project received the CAPA 2017 Project Delivery Award.

An early construction package was incorporated that started widening structures and earthwork operations in May of 2016 while the rest of the roadway design was still in process. The result of this early package allowed asphalt paving on one-third of the project to immediately commence after August of 2016. This approach accelerated asphalt paving into the 2016 paving season and ultimately reduced the overall project duration by one year.

In addition to accelerating the construction schedule, our early construction packages provided opportunities for intermediate milestones that provided The southbound additional lane from Gartrell Road to Parker Road was opened to the public only four months after completion of design. Not only did this additional lane increase travel time reliability in one of the most congested sections of the corridor early, but it provided positive public perception on the quickness of construction and project delivery.

During preconstruction and subsequent construction, we provided additional value to the Authority by providing:

- T inconvenience to the traveling public
- Earthwork modeling and mass haul analysis that optimized
- Technical bridge constructability analysis for widening of the post tensioned curved U-girder structure over Cherry Creek
- Asphalt joint density innovations to reduce long term maintenance

Coordination with Stakeholders: City of Aurora, Arapahoe County, Adams County, Town of Parker, U.S. Army Corps, SEMSWA MS-4, Aurora Water, Lowry Trust

References

- Jim Brady, PE, E-470 Public Authority Project Manager Phase I and II, 303.537.3404
- John Dibble, PE, Felsberg, Holt & Ullevig Transportation Engineer, 303.721.1440 x8948

Warranty

- 1 year

Project Delivery Method
- CMGC

Construction Cost
- Initial: $79.1M
- Final: $78M
- Change Orders: None

Schedule Performance
- Initial: 4/2016 (planned start), 12/2018 (planned construction completion)
- Final: 4/2016 (project start), 12/2017 (actual construction completion)
- Changes: Early packages accelerated delivery

Brett Ames (Project Executive),
Mark Brooks, PE (CMGC Manager),
Cameron Mang, PE (Cost Estimator and Environmental), Kyler Deming (Phasing), Elver Bernal, CHST (Safety)

“I would like to commend SEMA for their involvement and collaboration in preconstruction and construction services provided for two widening projects delivered under the CMGC process. To date, SEMA has been a dedicated partner to the E-470 Public Highway Authority in achieving the project goals and expectations related ensuring project safety, quality, and budget adherence throughout the CMGC process.”

James R. Brady, PE, Construction Manager, E-470 Public Highway Authority

Relevancy

- CMGC
- Bridge Construction
- Roadway Widening
- T
- Retaining Walls
- ROW and Utility Coordination
- Water Control/Dewatering
- Storm Sewer Drainage Piping
- Environmental
- Stakeholder Coordination
E-470 Expansion Quincy to I-70 (Phase II) CMGC
Aurora, CO ($90 million)

Description of Services: Success of Phase I of this CMGC project led to the selection of SEMA and their joint venture partner for a separate $90M CMGC contract to continue the expansion of this corridor. Construction consists of widening 11 bridges, moving 1.1 million cubic yards of earthwork, paving more than 75,000 tons of asphalt, 17 miles of toll road, and sound wall mitigation.

This CMGC involves 8.1 miles of roadway widening along the E-470 corridor. This phase is currently in preconstruction for two of the three construction packages. The largest construction package consisting of widening four bridges and the bulk of the project earthwork (approximately 700,000 cubic yards), has been released for construction and is currently underway. To maximize scope within budget, our team was able to deliver multiple construction packages to start

Coordination with Stakeholders: City of Aurora, Arapahoe County, Adams County, Town of Parker, U.S. Army Corps, SEMSWA MS-4, Aurora Water, Lowry Trust, local homeowners associations

References
- Jim Brady, PE, E-470 Public Authority Project Manager, Phases I and II, 303.537.3404
- John Dibble, PE, Felsberg, Holt & Ullevig Transportation Engineer, 303.721.1440 x8948

Relevancy
- CMGC
- Bridge Widening over UPRR
- Roadway Widening
- T
- Retaining Walls
- ROW and Utility Coordination
- Water Control/Dewatering
- Storm Drainage Piping
- Environmental
- Stakeholder Coordination

Project Delivery Method
- CMGC

Construction Cost
- Initial: $90M
- Final: In process
- Change Orders: None

Schedule Performance
- Initial: 6/15/19
- Final: Anticipated Fall 2020

- Brett Ames (Project Executive), Mark Brooks, PE (CMGC Manager), Markle, PE (Structures Cost Estimator/Preconstruction), Cameron Mang, PE (Cost Estimator and Environmental), Kyler DeMinck (Phasing), Elver Bernal, CHST (Safety)

Subcontracts
- Asphalt Paving, CTS Subgrade, T Control, Fencing, Guardrail, Pavement Marking, Landscape

Warranty
- 1 year

“The preconstruction team provided a transparent and collaborative interface between the Authority and the ICE in the progressive and successful development of the CAP... Mark [Brooks’] knowledge of construction means and methods has been helpful in developing best-value construction approaches for the Authority, especially as it relates to geotechnical/earthwork and drainage disciplines.”

James R. Brady, PE, Construction Manager, E-470 Public Highway Authority
BNSF Railway Bradshaw to Aurora
Aurora, NE ($19 million)

Description of Services: This project involved the construction of a 12.7-mile double-track segment between Bradshaw and Aurora, the improvement of 13 crossings at grade level, and the construction of a new bridge over Highway 14, which was completed in less than seven weeks. This project received ENR’s 2016 Top Industrial Project Award.

The project was designed in two phases to accommodate the need for constructing as quickly as possible prior to acquisition of adjacent ROW, utility relocations, and Section 404 permitting.

The track-laying machine could install the proposed track while using temporary drainage and grading to avoid property, utility, and stream/wetland constraints. The second phase provided for permanent drainage to be constructed as soon as project constraints were cleared.

Innovative construction techniques were immediately required as this project mandated an immediate start, before the total proposed ROW necessary for this expansion was in place, utilities engagements had been completed, or Section 404 permitting had been issued.

This overall access constraint created a challenge for construction requiring flexibility, innovative solutions, strong coordination with stakeholders, and the need to move dirt quickly, to avoid encroaching upon private property since the additional ROW was not yet in place. This meant constructing within a 25-foot-wide section versus the ideal 100-foot-wide section. The ROW was completely in place by mid-February. As the ROW was established, and the utilities and wetlands matters were resolved, the team could then go back and complete the drainage, embankment, and ditch work within the full 100-foot range. SEMA introduced innovative construction techniques that elevated industry standards, and could be modeled for future projects.

Soil stabilization operations were conducted from November to February, when the temperature range was 5° to -25°. To warm the ground enough to incorporate materials into the subgrade, SEMA developed an innovative solution to employ the use of Dustrol’s custom-made propane-fueled ground heaters to warm the subgrade enough for material incorporation required for soil stabilization.

Coordination with Stakeholders: City of Aurora, Hamilton County

References

- Owner: Trent Hudak, BNSF Director of Engineering Services, 913.551.4435
- Designer: Jamie Hamm, TranSystems Project Engineer, 913.915.7138

Relevancy

- Grade Separation Bridge
- Bridge Construction
- Retaining Walls
- ROW and Utility Coordination
- Water Control/Dewatering
- Drainage Piping
- Rail Coordination
- Environmental
- Stakeholder Coordination

Project Video
Click the “play” button to watch the project video.
BSNF Railway Alliance Mainline #2 Relocation
Haslet, TX ($38.5 million)

Description of Services: SEMA partnered with BNSF Railway to realign this section of the Alliance Mainline #2 to clear the way for the Alliance Airport expansion. Highlights of this project include more than 12 miles of mainline track relocation and new connector track in and around the Alliance Intermodal Facility. This 18-month project included the removal of more than 700,000 cubic yards of dirt and rock for excavation and embankment; construction of nine bridges over roadways and rivers; and placement of 100,000 cubic yards of subballast prior to BNSF Railway track installation. Several soil nail and MSE walls were built for bridge abutments and, due to ROW constraints, and there were 35 culverts including metal pipes, jack-and-bore steel pipes, and precast and cast-in-place box culverts. Several precast box culverts needed to be installed under tight track outage windows.

Elements relevant to this Project included improvements to three heavily-traveled grade crossings, including two underpasses:
- The FM-156 bridge and MSE walls featured 180,000-pound steel girders
- A cast-in-place concrete box culvert providing grade separation for the Barnwood bridge

SEMA collaborated with BNSF Railway on accelerating this project to allow track to be placed three months early, enabling the track-laying machine to be available for work elsewhere. One factor in this was SEMA’s ability to excavate a 137,000-cubic-yard rock cut in only four weeks. Tony Swedin collaborated with BNSF Railway on a cost savings alternative to use a culvert in lieu of a bridge, saving the project $300,000.

Coordination with Stakeholders: City of Fort Worth

References
- Owner: Brian Large, BNSF Railway Director of Engineering Services, 817.352.2905
- Designer: Leo Craig, Multatech Project Engineer, 817.907.5026

Relevancy
- Two Grade Separation Bridges
- Bridge Construction
- Retaining Walls
- ROW and Utility Coordination
- Water Control/Dewatering
- Storm, Drainage, and Piping
- Rail Coordination
- Environmental
- Stakeholder Coordination

Project Video
Click the “play” button to watch the project video.
3. Strategic Project Approach

Bradshaw to Aurora
BNSF Railway
SECTION 3: STRATEGIC PROJECT APPROACH

HAS BEEN REMOVED FROM THIS SUBMITTAL #1
AND CAN BE FOUND AS PART OF SEMA’S
PROPRIETARY SUBMITTAL #2
4. Project Innovations

West 72nd Avenue Extension
City of Arvada
SECTION 4: PROJECT INNOVATIONS

HAS BEEN REMOVED FROM THIS SUBMITTAL #1 AND CAN BE FOUND AS PART OF SEMA’S PROPRIETARY SUBMITTAL #2
5. Approach to Risk, Schedule, and Price

Alliance Mainline #2
Relocation
BNSF Railway
SECTION 5: APPROACH TO RISK, SCHEDULE, AND PRICE

HAS BEEN REMOVED FROM THIS SUBMITTAL #1 AND CAN BE FOUND AS PART OF SEMA’S PROPRIETARY SUBMITTAL #2
Appendix Section

Arvada Second Main Track Overpass
Union Pacific Railroad
Larry Walsh, MBA

Project Manager

OVERVIEW

A senior construction professional with 39 years of infrastructure experience and 37 years leading design-build projects in Colorado, Larry brings special expertise in coordinating and integrating design and construction teams on large, complex projects involving highway construction/reconstruction, structures, and phasing. Larry has a career history of identifying opportunities for cost savings through innovative value engineering, as well as a proven track record of minimizing risk and delivering high-quality projects on time and within budget.

Larry has spent his career working collaboratively with designers and owners to develop technical approaches that exceeded the project requirements and provided mobility throughout all the preconstruction/design and construction phases of the project. Larry’s active leadership of the design and construction team will lead to innovative design and construction solutions that will ensure safer and improved MOT, innovative bridge construction, and accelerated project delivery. Larry’s 39 years of experience in working with CDOT speaks loudly to his expertise in managing key stakeholders, subcontractors, and local/community representatives while developing a partnership between all parties involved. A former mayor and city council member of Loveland, Larry also understands the sensitivities involved in high-visibility and politically-sensitive public projects.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Design-Build Project Manager on this $82 million project, Larry successfully maintained the original project at the 90% design submittal/review level when CCD changed vision and one of the major project elements. Under Larry’s leadership, more than $4.3M in cost savings were brought about by innovative solutions in structures, drainage solutions, underground utilities, and self-performance. Larry also provides oversight to ensure that the IGA is met. This highly-visible, multi-stakeholder project Larry assisted in the development of a project design that used a community-focused entering the South Platte River.

CDOT North I-25 Segments 5 and 6 CMGC, Longmont, CO: As Scope Manager for this CMGC project management personnel, and the stakeholders for the project ensure the delivery of the project goals. Larry has resided in the project area for 35 years, served on the city council, and is the former mayor of Loveland. His public agency experience provides a deep understanding of all stakeholders and a big-picture perspective of how to unify various groups toward common goals.

CCD Peoria Crossing Design-Build, Denver, CO: As Design-Build Manager on Denver’s second transportation design-build project, Larry played a key role in developing several value-added solutions that resulted in savings to CCD of more than $3.6M and completion of the project nine months early. This $22M project included construction of a grade-separated structure and the future RTD East Rail Line. This project received the American Public Works Association’s Best Transportation Project Award.

City and County of Denver (CCD) Central Park Boulevard and I-70 Interchange Design-Build, Denver, CO: As Design-Build Project Manager on Denver’s and his team reduced life-cycle costs and maintenance and the amount of import material for earthwork, including proposing concrete pavement for the interchange ramps instead of hot bituminous pavement and by eliminating retaining walls from the owner’s design. This $33M project involved extensive stakeholder coordination and included a new interchange at I-70 in the Stapleton area with braided ramps, three new bridges, retaining walls, drainage, and paving. The

“Under Larry’s leadership on the Peoria Crossing Design-Build project, working with SEMA Construction was more than just a positive experience; it was an experience that laid a foundation for trust and a healthy relationship for future projects. With their high level of performance and as a leader in the industry, SEMA Construction serves as an example to the level of service and commitments essential for an on-time, under-budget and quality project.”

Bret Banwart, PE, Peoria Crossing Project Manager, CCD

Education

- MBA, Business Administration, University of Colorado
- BS, Construction Engineering, Iowa State University

References

- Lesley Thomas, CCD City Engineer/Deputy Director Public Works, 720.865.8719
- Steve Coggins, CCD Project Director, 720.865.3043
Larry Walsh, MBA
Project Manager

- 39 years of Colorado alternate delivery experience.
- Led three of Denver’s four transportation design-build means and methods for future success.
- Larry’s relations, communication, and collaboration throughout the Project.

- Project received ENR’s Best Highways and Bridges Award and the American Concrete and Pavement Association’s Excellence in Concrete Pavement Award.

CDOT 4th Lane at Farmington Hill (U.S. 550/160) Interchange Design-Build, Durango, CO: As Design-Build Project Manager, Larry worked with corridor aesthetics, including the construction of one of bridge structures to blend into the environment and create an aesthetic gateway into Durango. This design conformed with the natural contours of the existing topography and resulted in minimal impact to the existing views.

City of Riverside Parkway Phases I, II, and III, Riverside, CO: Project Manager for Phases I, II, and III of this award-winning $67.8M urban infrastructure project involving four miles of new and reconstructed major arterial roadway, utility replacement, vehicle and pedestrian bridges, retaining walls, concrete box culverts, and landscaping. Larry partnered with the City during Phase II of construction for early release and award of the Phase III project, resulting in completion of the entire corridor 24 months ahead of schedule and ensuring no cost escalation risk to the City.

SH 9 Iron Springs Realignment, Frisco, CO: Lead Estimator on this $16 million multi-modal horizontal construction project involved the realignment of SH 9 in Summit County including earthwork, four-lane roadway construction on virgin alignment, three large culvert underpasses, retaining walls, and pedestrian bike path.

104th Avenue Improvements Phases 2 and 3 Design-Build, Commerce City, CO: Project Manager for CDOT’s roadway and bridge improvements project located on 104th Avenue from SH 2 to Landmark Drive. The scope of work for this 2.5-mile-long design-build earthwork, pond excavation, landscaping, and bridge and utility improvements.

U.S. 24/SH 67 Design-Build Bridge Replacements Design-Build, El Paso & Teller County, CO: Design-Build Project Manager for the design and management of construction on this CDOT design-build project including two bridge superstructures on U.S. 24 and one bridge structure on SH 67 near Woodland Park.

Uniquely Qualified
Larry’s proven understanding of working with community members and public agencies to develop public projects is a direct result of his public agency experience including serving seven years as chairman of the City of Loveland Planning Commission, 10 years on the Loveland city council and four years as Loveland’s mayor. He understands the importance of project delivery to community stakeholders.
Mark Brooks, PE

Constructability Expert

OVERVIEW

For 25 years, Mark has been responsible for leading SEMA’s Preconstruction Services Department, Earthwork, and Utility Infrastructure Divisions. Mark is deeply involved in all project phases including preconstruction, administration of engineering, estimating, constructability, permitting, quality control, and construction planning activities from the procurement phase through project completion. A licensed professional engineer who also holds general contractor licenses in several District. Mark has managed SEMA’s constructability and cost-estimating services for more than $830M in CMGC projects, acted as key participant in $380M in design-build projects, and $800M in design-bid-build procurement awards. In his leadership role, Mark fosters partnerships with Owners and designers to ensure successful project delivery and attainment of project goals focused on safety, quality, constructability, and technical compliance.

Mark has managed SEMA’s constructability and cost-estimating services for more than $830M in CMGC projects, acted as key participant in $380M in design-build projects, and $800M in design-bid-build procurement awards. In his leadership role, Mark fosters partnerships with Owners and designers to ensure successful project delivery and attainment of project goals focused on safety, quality, constructability, and technical compliance. Mark owns a depth of technical understanding of key project engineering, geotechnical, environmental, and construction factors, and allows him to translate designs to the construction team for seamless integration. This makes Mark an invaluable asset to lead constructability and cost estimation for this Project.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Lead Cost Estimator on this $82 million project, Mark provided all cost estimating and constructability support for the eight separate design packages as well as for owner-initiated scope changes.

E-470 Expansion Phase I and II CMGC, Aurora, CO: As Preconstruction Services Manager, Mark leads the CMGC preconstruction process, providing support in all phases of cost estimating, constructability reviews, value engineering, and procurement. Mark leads all package estimates and the development of a cost model shared openly with the owner for seamless cost negotiations and a best value approach. This two-phased $170 million CMGC project includes 17 miles of roadway, 18 bridges, more than 1 million cubic yards of earthmoving, drainage, and HMA.

CCD Peoria Crossing Grade Separation Design-Build: Lead Cost Estimator on this $21 million project, Denver’s second transportation design-build project. Mark played a key constructability role in the innovative solution the team developed for the grade separated structure to elevate Peoria Street over UPRR and future RTD East Rail Line. Mark and the design-build post-tensioned concrete U-girders. This design provided a center main span of 240 linear feet, which placed all substructure elements out of UPRR ROW. This project received the American Public Works Association’s Best Transportation Project Award.

CDOT North I-25 Segments 5 and 6 CMGC, Longmont, CO: As Lead Cost Estimator/Preconstruction Services Manager, Mark is responsible for the oversight of the multi-disciplinary, opinion of probable construction cost (OPCC), milestone ROM estimates, and the development of a cost model that balances price, schedule and risk that is easy to understand and compatible with CDOT’s Independent Cost Estimator (ICE). This $450M contract includes CMGC services for North I-25 from SH 66 to SH 402. Scope of work includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges, pedestrian crossing, and retaining walls. Scope similarities include: three major interchange reconstruction: SH 56, SH 60, LCR 16; ITS and tolling; frontage road acquisition; and environmental.

“Mark Brooks...has been instrumental in design reviews, providing constructability input, and responsively developing OPCC/CAP estimates for the project. Mark’s knowledge of construction means and methods has been helpful in developing best-value construction approaches for the Authority, especially as it relates to geotechnical/earthwork and drainage disciplines.”

James R. Brady, PE, Construction Manager, E-470 Public Highway Authority
Mark Brooks, PE

Constructability Expertise

BNSF Emporia Second Main Track CMGC, Emporia, KS: Mark leads the CMGC preconstruction process and constructability reviews, and collaborates with BNSF and Wilson & Company to jointly develop a design that provides the highest level of constructability and the lowest level of risk, thereby providing the maximum scope for the minimum cost. This $150M CMGC project consists of the construction of approximately 60 miles of second main track for BNSF Railway between on the Emporia Subdivision between Mulvane and Ellinor in Kansas. Design and construction involves 20 bridges, three retaining walls, and 80 box culverts.

CCD Red Rocks Horizontal Infrastructure Improvements Phases I, II, and III CMGC, Denver, CO: Preconstruction Manager and Lead Cost Estimator for all three phases of this three-year CMGC project for Denver. All work was coordinated around events mandating winter-only construction. Mark worked with Denver to develop a value engineering alternative for decorative chip seal compliant with Red Rocks’ aesthetic color standards. He implemented the same process for developing the guaranteed maximum price (GMP) in to maximize the scope of work for the second phase. This project involved a diverse group of stakeholders including Denver Arts, Denver Parks and Recreation, City of Morrison, and community members. Project scope

management and storm drainage, and construction of a 350,000-gallon underground stormwater retention system with passive water quality improvement structures. This project received Engineering-News Record’s Best Landscape/Urban Development Award.

Riverside Parkway, Grand Junction, CO: Lead cost Estimator and Constructability Expert for Phases I, II, and III of this $67.8M bridge and roadway expansion project. This large-scale urban infrastructure project involved 4 miles of new and reconstructed major arterial roadway, utility replacement, vehicle and pedestrian bridges, retaining walls, concrete box culverts, and landscaping. This project won the Silver Hard Hat Award for Outstanding Heavy Highway Project from Mountain States Construction Magazine.

Other Colorado Alternate Delivery Projects:

- CCD Peoria Crossing Design-Build – $21M
- CCD I-70 Interchange & Central Park Boulevard Design-Build – $33 million
- CDOT U.S. 6 Bridges Design-Build – $98M
- CDOT North I-25 Express Lanes Segs. 7 & 8 – $260M

Other Relevant Colorado Grade Separation and Related Projects:

- UPRR Second Main Track
- Adams County, Pecos St. Grade Separation
- UPRR Utah Junction Flyover
- City of Arvada 72nd Street Expansion
- Douglas County, Titan Road / UPRR Grade Separation
- CDOT, Santa Fe and Belleview Ph. I
- CDOT Replacements
- El Paso County Baptist Road West
- City of Grand Junction, Riverside Parkway Phases I, II, and III

“SEMA brought ideas to the City about construction methods that could save money. One change was the processing of pit run material from a City-owned borrow site into aggregate base course for the roadway.”

Jim Shanks, PE, Deputy Director Public Works & Planning, City of Grand Junction – Riverside Parkway Project

Mark Brooks, PE, was Lead Cost Estimator and Constructibility Expert on the Denver works CMGC, Red Rock Infrastructure Improvements Phases I, II, and III. In this role, Mark collaborated with Denver to establish CMGC processes and best practices. This project received Engineer News-Record’s 2017 Best Landscape/Urban Development Award.
Cost Estimator

OVERVIEW

background that includes project management, estimating, quality, and risk management. With a
projects, while ensuring construction quality s project participation begins at the pursuit stage, continues with preconstruction and design, and extends
s broad industry experience includes traditional design-bid-build, design-build, and CMGC.
development of advanced technical concepts, constructability, value engineering, risk analysis, and project controls.
As a licensed professional engineer manage this Project’ s dynamic background provides him with a strategic view to analyze plans, avoid errors, overruns, and cost impacts to the Project.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Deputy Design-Build Manager
preconstruction services for eight design packages across this large-scale, multi-scope project.
, risk and schedule management, and extensive coordination with designer throughout design progression to ensure that project vision and goals were met and that
meetings and over-the-shoulder design meetings for the 26 stakeholder project team (more than 200 meetings in seven months). This $82M project represents a unique collaboration of Denver’s Public W protection and a greenway with modern amenities, public plazas, and urban public life concepts.

CDOT North I-25 Segments 5 and 6 CMGC, Loveland, CO: As Project Controls Manager,
, schedule, and risk while ensuring adherence to quality and other project goals. Serving as a main point of communication for project and
Muller. This $450M contract includes CMGC services for North I-25 from SH 66 to SH 402. The focus area of the project is anticipated to include improvements from SH 56 to SH 402. Scope of work includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges, pedestrian crossing, and retaining walls. Scope includes: three major interchange reconstruction: SH 56, SH 60, LCR 16; ITS and tolling; wetland mitigation;

BNSF Emporia Second Main Track CMGC, Emporia, KS: As Project Controls Manager,
risk register and employed innovative communication tools, including interactive Bluebeam studio plan reviews and comment resolution processes, to identify, mitigate, and allocate risks and remove risks from contractor pricing. This $150 million CMGC project consists of the construction of approximately 60 miles of second main track for BNSF Railway between on the Emporia Subdivision between Mulvane and Ellinor in Kansas. Design and construction involves 20 bridges, three retaining walls, and 80 box culverts.

E-470 Expansion Phase I and II CMGC, Aurora, CO: Structures Estimator for this $170M CMGC.

the past six months, bringing not only a strong technical background, but also sound communication skills that have encouraged a united work
Arvada, Muller, and a host of consultants that helped blur the lines of individual entities and transformed them into one team.”

Abra Geissler, PE Arvada Project Director North I-25 Segments 5 and 6 – SH 66 to SH 402
Dustin McKie

Project Controls

OVERVIEW
Dustin has more than 29 years of experience with scheduling, project controls, and project management for complex, multi-modal construction projects. As a Project Controls Expert and Lead Scheduler, Dustin develops comprehensive, integrated schedules for large, complex infrastructure projects involving utility relocations, environmental permitting, stream restoration, roadway and highway elements, and bridge and wall structures. Dustin has scheduled more than 35 CDOT projects, six design-build projects, and SEMA’s entire portfolio of CMGC projects, valued at more than $800M.

Dustin can be credited for co-authoring and managing a project controls process that includes a fully integrated CMGC schedule combining all design and construction elements, including subcontractor scopes, for CDOT’s North I-25 Segments 5 and 6 CMGC. Dustin is a natural collaborator and is exceptionally skilled at developing risk mitigation options and work-around solutions when issues arise that threaten the budget or the schedule.

Dustin plays a critical role with SEMA’s Preconstruction Services and Project Management team, SEMA’s Cost Estimator, CDOT, the design team, and the ICE—bringing all parties on the same page with respect to the cost, schedule, quality, and risk.

PROJECT EXPERIENCE

CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: As Lead Scheduler, Dustin built and managed the fully integrated, cost-loaded design-build schedule for this complex, multi-modal project that involves eight design packages. Dustin’s role involved close collaboration with CCD, FHU, and the 26 stakeholder project team for this $82M project.

E-470 Expansion Phase I and II CMGC, Aurora, CO: As Lead Scheduler, Dustin collaborated with E-470, design partner FHU, and the CMGC team with the creation, maintenance, and logical and project expectations. This two-phased $170 million CMGC project includes 17 miles of roadway, 18 bridges, more than 1 million cubic yards of earthmoving, drainage, and HMA.

CDOT North I-25 Segments 5 and 6 CMGC, Loveland, CO: As Lead Scheduler, Dustin provides the CMGC team with an integrated approach for cost and schedule risk mitigation during preconstruction and construction. This $450M contract includes CMGC services for North I-25 from SH 66 to SH 402. Dustin performed multiple schedule scenarios to determine optimal phasing.

BNSF Emporia Second Main Track CMGC, Emporia, KS: As Lead Scheduler, Dustin was responsible for the creation, maintenance, and analysis of the fully integrated CMGC project schedule. Collaborating with the CMGC team, including BNSF, Wilson & Company, the ICE, and other stakeholders, Dustin developed a comprehensive and integrated project schedule that includes all elements from design through construction and project close out.

Lead Scheduler for Related Projects:
- CCD Peoria Crossing Grade Separation Design-Build
- CCD Red Rocks Phases I, II, and III CMGC
- El Paso County Baptist Road West
- BNSF Alliance Mainline #2 Relocation
- BNSF Bradshaw to Aurora Grade Separation
- CCD I-70 Interchange and Central Park Boulevard Design-Build
- UPRR Second Main Track
- Adams County, Pecos St. Grade Separation
- UPRR Utah Junction Flyover
- Douglas County, Titan Road / UPRR Grade Separation CDOT, Santa Fe and Belleview Ph. I

Education
- BS, Construction Management, Colorado State University

Trainings and
- OSHA 10-Hour Construction Safety
- Primavera Scheduling Software
- BNSF Awareness
- eRailsafe Safety Awareness
- Safety Orientation

References
- Jess E. Hastings, P.E., Project Manager, Alfred Benesch & Company. 303.345.7929
- Curtis Gemaehlich, P.E., Senior Construction Engineer Stanley Consultants, 303.944.6322

“Developed by Dustin McKie, SEMA’s schedule process is thorough. I have actually incorporated SEMA’s schedule narrative into [CDOT’s] own schedule training.”

Jo1ef Hampton, PE, Arvada Project Engineer, West Program – Table Mountain Residency
Charlie Bisbee
Construction Management

OVERVIEW
Charlie Bisbee has more than 12 years of experience in heavy civil project and construction management, Charlie successfully manages project-wide scope, cost, schedule, and budget control for diverse civil infrastructure projects, ranging in size from $2M to $82M. With $93M of recent alternate delivery experience, Charlie has comprehensive experience coordinating with public and private Owners, designers, diverse groups of stakeholders, subcontractors, and suppliers to achieve project objectives. Charlie’s project portfolio includes 14 CDOT projects.

Charlie’s project management expertise includes project controls and administration, schedule, budget, production management, client management, and project team coordination. These management objectives focus on planning, project-wide decision making, risk management, design and construction, coordinating with surrounding/current operations, stakeholder mission alignment, and performance analysis. Charlie has a consistent record of exceeding Owner expectations by prioritizing transparency in his project management approach and implements innovative means and methods to save owners money, and by making safety and quality leading priorities.

PROJECT EXPERIENCE
CCD 39th Avenue Greenway Park Hill Detention Design-Build, Denver, CO: Deputy Design-Build Project Manager for Denver’s outfall at Globeville Landing Park and the installation of 3 miles of water, sewage, and drainage utility infrastructure, with depths of up to 25 feet underground. Charlie works directly with Larry Walsh managing day-to-day project administration and supports Denver’s executive team by providing hands-on management for public information on this highly visible project involving hundreds of stakeholders.

Red Rocks Horizontal Infrastructure Improvements CMGC, Phases I, II, and III, Denver, CO: As Project Manager for all three phases of Denver’s responsibilities included managing cost, schedule, and project scope which comprised intersection storm drainage, and construction of a 350,000-gallon underground stormwater retention system with passive water quality improvement structures. All work had to be coordinated around events, mandating winter-only construction and three-year phased project. Charlie was instrumental in partnering with Denver to develop value engineering alternatives that brought about excess funds used in subsequent phases of the project. This project involved coordination among a diverse group of stakeholders and received ENR’s Best Environmental/Urban Development Award.

Adams County Pecos Street Separation, Adams County, CO: As Project Manager for this $26M project that involved roadway grade separation over multiple rail lines by bridge overpass. Work included two cast-in-place concrete segmental bridges, a 4-lane roadway along the present Pecos Street horizontal alignment with a new bridge and MSE retaining walls, and a 2-lane roadway connecting 62nd Parkway with a new bridge and MSE walls, all constructed with that was located within UPRR and BNSF ROW. Charlie was also engaged in the heightened PI high visibility in the adjacent community.

Waterton/Wadsworth Intersection Improvements, Denver, CO: As Project Manager on this safety and capacity improvement project, Charlie, working with Jud Barlow, led this project to on-time completion and delivered this project $450,000 under budget. By accelerating construction to begin during winter Charlie implemented heightened coordination with adjacent Stakeholder, Lockheed Martin, to manage construction activities to allow 24/7 access for shipments to/from their facility maintained. Charlie and his team payed extensive attention to MOT residential development. This project received APWA’s National 2018 Project of the Year Award.
Elver Bernal
Safety

OVERVIEW
Elver Bernal brings 22 years of experience to this Project as SEMA’s Corporate Safety Director. Elver provides coordination and oversight of the health, safety, and security plans for all of SEMA’s projects in SEMA’s Rocky Mountain District. Elver’s has a wealth of safety experience, valued at $1 billion, and has successfully led SEMA’s safety program to top 1% industry performance, as evidenced by our 2019 0.55 EMR.

Having worked for SEMA for 22 years in both the Construction and Precast Divisions, Elver has received extensive OSHA 500 Occupational Safety and Health Training’s daily responsibilities developing, implementing, and managing SEMA’s the delivery of occupational safety and health trainings in both English and Spanish, and conducts worksite and process inspections for safety hazards.

Elver has experience on more than 60 heavy rail projects and a thorough understanding of UPRR’s Safety Policy requirements and will ensure the team is educated on safety compliance requirements and expectations and oversee the safe operation of site coordination and construction activities. Arvada’s and UPRR’s safety goals for the project. Skilled at nurturing a culture of safety on large, complex infrastructure projects, Elver will collaborate with Project Manager Larry W construction crews to ensure safe operations at all times. He will engage team members while using potential safety concerns as teachable moments to build the overall success of the safety program.

PROJECT EXPERIENCE
Alternate Delivery:
- CCD 39th Ave Greenway & Park Hill Detention Design-Build – $82 million
- CCD Peoria Crossing Grade Separation Design-Build – $21 million
- E-470 Expansion Parker to Quincy (Phase I) CM/GC – $90 million
- E-470 Expansion Quincy to I-70 (Phase II) CM/GC – $80 million
- CDOT North I-25 Express Lanes Design-Build – $200 million
- CDOT North I-25 Segments 5 & 6 CM/GC – $450 million
- CCD Red Rocks Stormwater & Infrastructure Improvements, Phases I, II, III CM/GC – $7.1 million
- CCD I-70 & Central Park Blvd Interchange Design-Build – $33 million

Grade Separation & Heavy Rail:
- BNSF Alliance Mainline #2 Relocation
- BNSF Bradshaw to Aurora Grade Separation
- UPRR Second Main Track
- El Paso County Baptist Road West
- Adams County, Pecos St. Grade Separation
- UPRR Utah Junction Flyover
- Douglas County, Titan Road / UPRR Grade Separation – Douglas Country, CO
- Douglas County, Titan Road / UPRR Grade Separation – Douglas Country, CO
- CDOT, Santa Fe and Belleview Ph. I – Englewood, CO
- CDOT Railroad, Bridge Replacements – Adams County, CO
- BNSF Fort Sumner to Agudo Pecos River Bridge – Ft. Sumner, NM
- City of Grand Junction, Riverside Parkway Phases I, II, III – Grand Junction, CO
- CDOT COSMIX Colorado Springs, CO
- KDOT K-18 Phase I – Manhattan, KS
- CDOT, I-25 and Broadway Viaduct – Denver, CO
- CDOT, U.S. 85 and Titan Road – Douglas County, CO
- City of Castle Rock, Front Street Flyover – Denver, CO
- CDOT, Limon U.S. 24/40 – Limon, CO
- Reference:

Trainings and
- Safety Professionals – Construction Health & Safety Technician
- 40 Hour OSHA Training
- 40 Hour HAZWOPER

References
- Mark Semonisck, CDOT Deputy Risk Manager, Loss Control Supervisor, 303.588.6950
- Gregory Stefan, Arch Insurance Vice President Risk Control, 404.682.4320
September 12, 2019

City of Arvada
8101 Ralston Road
Arvada, CO 80002

Re: SEMA Construction, Inc.
RFQ-19-W. 72nd Ave.-CMGC
Construction Manager/General Contractor Services for West 72nd Avenue – Kipling Street to Simms Street

To Whom It May Concern:

Fidelity Deposit Company of Maryland and Zurich American Insurance Company acts as surety for SEMA Construction, Inc. in its contracting matters. Fidelity Deposit Company of Maryland and Zurich American Insurance Company is a major provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects and is licensed in the State of Colorado. Fidelity Deposit Company of Maryland and Zurich American Insurance Company both have an AM Best Rating of A+, XV.

We currently extend to SEMA Construction, Inc., bonding capacity in the amount of $130,000,000 single/$600,000,000 aggregate. Based upon our knowledge of SEMA Construction Inc.’s management, construction expertise and current financial condition, we have every confidence in their abilities to successfully undertake, manage and complete projects within its areas of expertise.

We will favorably consider a request from SEMA Construction, Inc. to provide the required performance and payment bonds associated with this project. However, such consideration and subsequent approval is subject to review and approval of the contract terms and conditions (including bond forms), confirmation of full project financing and other underwriting criteria which we deem relevant at the time of such request.

Please understand that this letter is not an assumption of liability, nor is it a commitment to approve and provide bonds. This letter is offered as a bonding reference at the request of our client.

Sincerely,

[Signature]

Angela M. Tindol
Attorney-in-Fact for
Fidelity and Deposit Company of Maryland and
Zurich American Insurance Company

Cc: SEMA Construction, Inc.
Alliant Insurance Services, Inc.
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of August, A.D. 2019.

ATTEST:

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

By:  
Assistant Secretary  
Dawn E. Brown

Vice President  
Robert D. Murray

State of Maryland  
County of Baltimore  
On this 6th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeseth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

POA-F 020-0046A
EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of September, 2019.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
USI Insurance Services, LLC  
P.O. Box 7050  
Englewood, CO  80155  
800 873-8500

**INSURED**
SEMA Construction, Inc.  
7353 S. Eagle St.  
Centennial, CO  80112

**DATE (MM/DD/YYYY)**
9/17/2019

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**COVERAGES**

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<th>INSURANCE TYPE</th>
<th>DESCRIPTION</th>
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<td>OCCUR CLAIMS-MADE</td>
<td>$25,000,000</td>
</tr>
</tbody>
</table>

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

RE: RFQ-19-W. 72nd Ave.-CMGC  
As required by written contract or written agreement, City of Arvada is included as Additional Insured as respects General Liability but only as respects work performed on behalf of the named insured.

---

**CERTIFICATE HOLDER**
City of Arvada  
8101 Ralston Road  
Arvada, CO  80001-8101

---

**CANCELLATION**
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**

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CMGC Services for West 72nd Avenue – Kipling Street to Simms Street

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: SEMA Construction, Inc.

Contact Names: Sales/Customer Service Larry Walsh

Address: 7353 S. Eagle Street, Centennial, CO 80112

Phone: (303) 627-2600 Email(s): jwalsh@semaconstruction.com

The undersigned hereby affirms that:

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

By: ___________________ 10/04/19 84-1163868
Signature of Authorized Agent Date FEIN
T. Brett Ames Vice President
Typed/Printed Name of Agent Title of Agent bames@semaconstruction.com Agent email

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

Discount: ___% ___ Days, Net: 30 Days, Accept Visa without additional fee? ______________

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

Page #:_____ Item # or Section: ____________________________
Variance

Page #:_____ Item # or Section: ____________________________
Variance

Page #:_____ Item # or Section: ____________________________
Variance

Page #:_____ Item # or Section: ____________________________
Variance
CMGC Services for West 72ⁿ Avenue – Kipling Street to Simms Street

**SUBMITTAL INSTRUCTIONS:**
Qualifications must be submitted in the order listed below with each section clearly identified.

Submit ON-LINE OR one (1) unbound original proposal, X copies and one (1) copy on a flash drive.

Cover & Executive Summary.

Detail Firm’s and employees’ Capabilities, Experience, Licensing, and Compliance Status.

Details of Qualifications – products & services, implementation timeline and warrantees.

Completed Owner Submittal Forms including this sheet and all other attachments requested.

Pricing – All fee and costs associated with the offering.

Performance Measures Form, when this is for an applicable service.

✓ Insurance – Checking this box accepts that the insurance requirements listed by the Owner are acceptable unless listed in the variations on the previous page.

CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

Please initial to acknowledge Addenda, if any:

#1 [Signature] #2 [Signature] #3 [Signature]

**REFERENCES:**

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

Name: Alliant Insurance Services, Inc.  Contact Person: AJ Jain

Address: 6312 S Fiddlers Green Cir., Ste. 300E, Greenwood Village, CO 80111

Telephone No: (303) 917-4141  Email: aj.jain@alliant.com

Describe type of work/service performed or items supplied: Surety and insurance broker for SEMA

Name: City and County of Denver  Contact Person: David Huntsinger, PE

Address: 201 W. Colfax Ave., Denver, CO 80204

Telephone No: (720) 913-8822  Email: david.huntsinger@denvergov.org

Describe type of work/service performed or items supplied: Director of Public Works, Infrastructure Project Management

Name: BNSF Railway Company  Contact Person: Brian Large

Address: 5800 N. Main Street, Fort Worth, TX 76179

Telephone No: (817) 371-5931  Email: brian.large@bnsf.com

Describe type of work/service performed or items supplied: BNSF Railway Engineering
PERFORMANCE MEASURES FORM INSTRUCTIONS:

The Owner has incorporated Performance Management into its organizational culture. When vendors submit offers to the Owner in response to solicitations for Services (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the Owner. 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 vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor’s self-scored measures.

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

(a) Price/Cost
   Example Measure: Consultant will submit detailed invoices substantiating amounts requested.
   ___________________________________________________________________________
   1. SEMA will provide monthly invoices & project reports to support payment of Preconstruction Services.

   ___________________________________________________________________________
   2. SEMA will develop and submit an Opinion of Probable Cost (OPCC) at 30%, 60%, and 90% design milestones for each construction package.

(b) Punctuality/Responsiveness
   Example Measure: Reporting of project status will occur monthly with the Owner and consultant’s Project Manager.
   ___________________________________________________________________________
   1. SEMA will prepare an integrated design & construction CPM schedule that is updated on a monthly basis.

   ___________________________________________________________________________
   2. SEMA will hold weekly meetings with Owner to review 3-week look ahead schedule, project status, utilities, safety, etc.

(c) Quality/Reliability
   Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.
   ___________________________________________________________________________
   1. SEMA will develop and submit a Quality Control Plan for the project.

   ___________________________________________________________________________
   2. SEMA will hold weekly quality control meetings with owner to address project quality.

(d) Sustainability and/or Innovation
   Example Measure: Digital reports delivered to the Owner 95% to reduce use of paper.
   ___________________________________________________________________________
   1. SEMA will develop with owner a Risk Management Plan.

   ___________________________________________________________________________
   2. SEMA will lead discussions for proposed innovations to mitigate impacts, accelerate construction, early relocation of utilities, and construction phasing.

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.
APPENDIX ITEMS: COST MODEL, PROJECT RISK MATRIX, AND PRELIMINARY PROJECT SCHEDULE HAVE BEEN REMOVED FROM THIS SUBMITTAL #1 AND CAN BE FOUND AS PART OF SEMA’S PROPRIETARY SUBMITTAL #2
SEMA Construction has been named a 2019 and 2018 Top Workplace by the Denver Post. This prestigious award, based solely on employee feedback, recognizes SEMA’s strong workplace culture, alignment, execution, and connection—driving increased client attention.
Construction Project Contract
Construction Manager/General Contractor
(CM/GC) Services

West 72nd Avenue - Kipling Street to Simms Street

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.
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**EXHIBITS:** SEE DOCUMENTS LISTED AT SECTION 2.11

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CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT

1. PARTIES. This Agreement is entered into by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “Owner”), and SEMA Construction, Inc., having its offices at 7353 South Eagle Street, Centennial, Colorado 80112, engaged to serve as Construction Manager/General Contractor, (“Contractor”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by Arvada’s City Council or its designee (“Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions. Arvada shall not be liable to pay or reimburse Contractor for any performance or be bound by any provision herein prior to the Effective Date.

RECITALS:

WHEREAS, Arvada requires construction services for the reconstruction of West 72nd Avenue-Kipling Street to Simms Street, as further defined in Section 4 below (“Project”); and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available for payment; and

WHEREAS, Arvada has established the Fixed Limit of Construction Cost in the amount of $52,720,000.00; and

WHEREAS, in accordance with Section 9.1 below, the Contractor’s CM/GC Preconstruction Fee for the Project is $530,000.00; and

WHEREAS, in accordance with Section 9.2, the Contractor shall establish a Construction Agreed Price (“CAP”) that is within the Fixed Limit of Construction Cost as established by the Owner; and

WHEREAS, the Contractor will provide Preconstruction Phase Construction Management services and will have the opportunity to be the General Contractor during the construction phase; however, the construction phase contract is not necessarily guaranteed and is dependent on a successful CAP negotiation; and

WHEREAS, the Design Consultant for the project is Muller Engineering Company, Inc.; and

WHEREAS, the Contractor was selected after a determination that its Statement of Qualifications was the most advantageous to Arvada pursuant to a Request for Qualifications issued on September 6, 2019 and awarded on November 18, 2019; and

NOW, THEREFORE, Arvada and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:
ARTICLE 1. THE WORK

1.1 Contractor shall complete all Work to complete the Project as specified or indicated in the Contract Documents.

1.2 In the performance of the Work under this Agreement, the Contractor acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Bid Packages and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of a Design Consultant, Owner’s Representative, and Contractor is a unique concept and that its utilization requires maximum cooperation between all parties. It is also recognized that the Work to be performed by the Contractor and the inter-relationships and coordinative aspects thereof are in the developmental state and not fully defined. In furtherance thereof, if there appears to be a duplication, overlap or conflict of the responsibilities of or duties between the Design Consultant, Owner’s Representative, and Contractor or an absence of designation, the question shall be submitted to the Owner in writing for determination. The Contractor shall abide by the decision of the Owner.

1.3 The Contractor agrees to cooperate fully with the Owner in the design and construction aspects of the Work to keep within the Owner's monetary limitations, as stipulated above.

1.4 The Contractor understands the relationship of trust and confidence established between it and the Owner and accepts those responsibilities as described in this Agreement. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Design Consultant in furthering the interests of the Owner. The Contractor understands that the Owner is relying on the Contractor's skill and expertise in the area of construction and construction management. The Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the work in an expeditious and economical manner consistent with the interest of the Owner.

1.5 The Contractor, the Owner, Owner’s Representative, and the Design Consultant, collectively called the Project Team, shall work during design through to construction completion. The Contractor shall provide leadership to the Construction Team on all matters relating to construction.

1.6 The Design Consultant is a representative of the Owner as provided in the Contract Documents and its Agreement is with the Owner. In case of termination of employment or death of the Design Consultant, the Owner shall appoint a capable and reputable Design Consultant against whom the Contractor makes no reasonable objection, whose status under the Agreement shall be the same as that of the former Design Consultant.

1.7 The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Owner, the Design
Consultant or Contractor which does not otherwise exist without regard to the Contract Documents.

1.8 The initial Work of the Contractor shall consist of its Work in connection with the Design Phase. The Design Phase of the Contractor’s Work shall be parallel and coincidental with the Field Inspection Review (“FIR”), Final Office Review (“FOR”), and final Design Phase of the Design Consultant’s services for each Bid Package. As the Bid Packages are prepared and prices are established for the Work to be performed within each respective Bid Package, the Parties contemplate that:

1.8.1 The procurement of any long lead-time procurements (“LLTP”) by Contractor shall be approved by Owner through a contract amendment to this Agreement and subject to the issuance of a Notice to Proceed to Commence LLTP; and

1.8.2 The Work to be performed by the Contractor during the Construction Phase shall be approved and paid for by the Owner through construction contracts separate from this Agreement and modified for CM/GC projects to incorporate the Bid Packages, Bonds, Certificates of Insurance, LLTP CAP and Construction CAP proposals, and all other contract documents required for the construction contracts.

1.9 Subject to the provisions of Article 10.4, execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

1.10 The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall be required unless such Work is not consistent with the Contract Documents or is not reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. If there are conflicting variances between the Drawings and Specifications, the requirements of the Specifications shall control unless the Design Consultant directs otherwise in writing. Numerous exhibits to be developed over a period of time are to be also attached to and made a part of the Contract Documents, some of which may be in conflict with other exhibits or portions of this Agreement. If there are such conflict the Contractor shall seek clarification from the Owner in writing.

ARTICLE 2. DEFINITIONS

2.1 "Agreement" or "Contract" shall be considered to be this written Agreement entered into by the Owner and the Contractor for the performance of the Work and payment therefore.

2.2 “Amendment” or “Change Order” is a written amendment to this Agreement signed by the Contractor and the Owner or its authorized agent, issued after the Effective Date of this
Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Fixed Limit of Construction Cost, Contract Sum, the Contractor's CM/GC Pre-Construction Fee, or the Term.

2.3 "Bid Package" means a substantially complete Plans, Specifications, and Estimate package from which a CAP proposal could be prepared for LLTP or any Construction Phase and which Bid Package may be advertised through Arvada’s procurement process.

2.4 "CM/GC Management Price Percentage" means the fee percentage to be applied to all LLTP CAP and Construction CAP proposals equal to the amount of profit, overhead, and construction general conditions.

2.5 "CM/GC Services" means the services performed by Contractor as specified in Section 3.1.2.

2.6 "CM/GC Construction Contract" means the contract between the Owner and the Contractor to perform construction activities for any approved preconstruction phase and Construction CAP.

2.7 "Colorado Labor," as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

2.8 “Constructability Report” means a written report that reviews each Bid Package at agreed upon Milestones for constructability and feasibility, which includes, but is not limited to, a brief cost and risk analysis with regards to constructability.

2.9 “Construction CAP (Construction Agreed Price)” means the maximum amount for which all Work required for each Construction Phase, excepting LLTP, shall be accomplished (including CMGC Management Price Percentage) and it shall be computed by the Contractor in accordance with the provisions of Section 9.2. For any Construction CAP to be accepted by the Owner, the Owner’s Estimate and the Contractor’s CAP must be within a percentage acceptable to the Owner.

2.10 "Construction Phase" means the phase of Work performed by the Contractor in the construction of the Work from award of construction contracts for any Bid Package until the final acceptance of such Bid Package by Arvada. Construction Phase excludes all Design Services.

2.11 "Contract Documents" consist of the following documents, some of the following documents will be added if Contractor is awarded the general contractor phase of the Project:
2.11.1 This Agreement;

2.11.2 The General Terms and Conditions, Special Conditions, Insurance Requirements, Exhibits, and Addenda (if any) in the RFQ and this Agreement;

2.11.3 Contractor’s Response to the RFQ and Proposal, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, and Certificate of Insurance;

2.11.4 Notice of Award;

2.11.5 Performance and Payment Bond;

2.11.6 Notice to Proceed;

2.11.7 Change Orders (if any);

2.11.8 The current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements and Colorado Department of Transportation Standard Specifications for Road and Bridge Construction;

2.11.9 Project special provisions prepared or issued by Arvada or its Design Consultant if applicable;

2.11.10 Detail drawings and Bid Documents prepared or issued by Arvada, Arvada’s Engineer/Architect, or other Arvada consultant;

2.11.11 Specification Illustrations and attachments; and

2.11.12 All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications;

2.11.13 Guaranteed Maximum Price Documents, Drawings and Specifications including Addenda and Modifications (when approved by the Owner);

2.12 "Contractor" means the individual, joint venture, partnership, or corporation which has, been selected by the Owner by virtue of its in-house capabilities of budgeting, cost estimating, management and labor relations personnel, the required technical and professional services expertise to work with the Owner and the Design Consultant in order to help formulate the Project budget, furnish the Design Consultant with the information on construction technology and market conditions to help assure that the Project design stays within the Project budget, Fixed Limit of Construction Cost, and aggregate of LLTP CAPs and Construction CAPs (except for changes made pursuant to Article 9) and manage the procurement effort.
2.13 “Contractor’s CM/GC Preconstruction Fee” means the lump sum amount set forth above to be paid by the Owner to the Contractor for Work performed by Contractor through the Design Phase which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the scope of Work.

2.14 “Cost Model” means the open and transparent model that the Contractor develops and uses through the Design Phase so that estimates and assumptions are communicated to the Owner, Design Consultant, Owner’s Representative, and Independent Cost Estimator.

2.15 “Critical Path Method” or “CPM” means a mathematically based algorithm for scheduling a set of project activities, which is an important tool for effective project management. It involves constructing a model of the project including a list of all activities required to complete the project (typically categorized within a work breakdown structure), the time (duration) that each activity will construction take to completion, and the dependencies between the activities. Using these values, CPM calculates the longest path of planned activities to the end of the project, and the earliest and latest that each activity can start and finish without making the project longer. This process determines which activities are "critical" (i.e., on the longest path) and which have "total float" (i.e., can be delayed without making the project longer).

2.16 "Date of Completion” is the date certified by the Owner when the Work, or designated portion thereof, is complete in accordance with the Contract Documents.

2.17 "Day" as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

2.18 “Design Consultant" means Muller Engineering Company, Inc. and its team of subconsultants.

2.19 “Design Services” means architectural and engineering services provided by the Design Consultant and/or the Contractor.

2.20 “Direct Cost of the Work" means those items included in any Construction CAP which, pursuant to the Construction General Conditions, are directly related to construction and not otherwise defined under such Construction Phase.

2.21 “Dispute Resolution” means the process through which the Parties (Owner and the Contractor) agree to resolve any issue related to this Agreement that may result in Disputes and Claims.

2.22 “Disputes and Claims” means all disputes and/or claims concerning contract price, time, payment, and/or interpretation of this Agreement. Disputes and Claims include, but are not limited to, any disagreement resulting from a delay, a Change Order, any Modification, another written order, or an oral order from the Owner, including any direction, instruction,
interpretation, or determination by the Owner, interpretations of the Agreement provisions, Drawings, Plans, or Specifications or the existence of alleged differing site conditions.

2.23 "Drawings" mean all Drawings approved by the Owner which have been prepared by the Design Consultant showing the work to be done.

2.24 “Final Acceptance” means the stage in the progress of the Work for any LLTP Phase or Design Phase, after Substantial Completion, when all remaining items of Work for such phase have been completed, all requirements of the Contract Documents related to such phase are satisfied and Arvada’s Acceptance Letter for such phase can be issued. Portions of the phase may be separately and partially deemed complete at the discretion of the Owner when that portion of the phase reaches such stage of completion and a partial Arvada Acceptance Letter for such phase can be issued.

2.25 “FIR” means the field inspection review which is the plan review where the Plans and Specifications are at the percent completed specified in the Bid Package.

2.26 "Fixed Limit of Construction Cost" is the dollar amount available for the total cost for performance of all LLTP CAPs and Construction CAPs as designed or specified by the Design Consultant.

2.27 “FOR” means the final office review which is the plan review where the Plans and Specifications are at the percent completed specified in the Bid Package.

2.28 “Health and Safety Plan” means a site specific safety and health plan to protect workers, staff, and visitors that protect their health and safety.

2.29 “Independent Cost Estimate” means an independent check of unit prices and overall construction costs at each design milestone that is conducted with the Project design and construction information independent of the Owner, Design Consultant, and the Contractor.

2.30 “Independent Cost Estimator” or “ICE” means the designee of the Owner tasked to perform the Independent Cost Estimate.

2.31 “Innovation Tracking and Performance Report” means a report that tracks all innovations offered by Contractor, Owner, and Design Consultant team members. It also tracks the performance of these innovations during any Construction Phase or LLTP of the Project.

2.32 “Instruments of Service” means all documents produced by the Design Consultant, including Plans, Specifications, Drawings, opinions, reports, and calculations, which have historically been treated as intellectual property belonging to the Design Consultant that created it.

2.33 “LLTP” means long lead-time procurements which must be ordered and/or procured in advance of the Construction Phase for which it shall be used.
2.34 “LLTP CAP” means the maximum amount for which any LLTP shall be procured and it shall be computed by the Contractor in accordance with the provisions of Section 9.2. The CM/GC Management Price Percentage is applied to all LLTP CAP proposals. For any LLTP CAP to be accepted by the Owner, the Owner’s Estimate and the Contractor’s CAP must be within a percentage acceptable to the Owner.

2.35 “Material Sourcing Plan” means the plan that details how the Contractor will handle bids from material vendors for any LLTP CAP or Construction CAP proposals. This plan is part of the open Cost Model required as part of any Bid Package development.

2.36 “Milestone” means a point in the Design Phase where Plans, Specifications, and estimates are at an agreed completion point. Milestone examples include FIR, FOR, and LLTP CAP or Construction CAP proposals.

2.37 “Modification” includes (1) a written Amendment to this Agreement signed by both parties, (2) a Change Order, or (3) a written interpretation issued by the Owner pursuant to Section 4.2.

2.38 "Notice" shall mean any communication in writing from either contracting Party to the other by such means of delivery that receipt cannot be properly denied.

2.39 “Notice of Termination” means the delivered Notice that informs the Contractor that the Agreement between Arvada and the Contractor is being terminated for the convenience of Arvada or for default pursuant to Article 15.

2.40 “Opinion of Probable Construction Cost” or “OPCC” is the cost to complete the Work for a LLTP or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP or Construction Phase to complete the Work. Each Opinion of Probable Construction Cost shall be produced in an open book process throughout the Design Phase of the Project so that the Owner, the Design Consultant, and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

2.41 "Owner," shall mean Arvada and/or Arvada’s Representative.

2.42 “Pay Estimate” means a request for payment for Work completed on a monthly basis and pursuant to the Standard Specifications.

2.43 “Plans” includes the detailed plans and standard plans, in which calculated dimensions will govern over scaled dimensions.

2.44 “Preconstruction Phase” means the phase of Work in which CM Services, LLTP, and Design Services are performed.
2.45 “Procurement Review Report” means the report detailing any LLTP CAP plans, warranties, liquidated damages, procurement strategies, schedules, and details required for LLTPs.

2.46 “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, cost models, risk registers, communications, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

2.47 "Project" is the total design and construction of the project as identified in Owner’s Scope of Work identified in the RFQ and further detailed in the proposal phase, of which the Work performed under the Contract Documents is a part, and may include construction by the Owner or by separate contractors.

2.48 “Project Management Software” means the contract-control/project-management software approved by the Owner.

2.49 “Project Schedule” means a CPM schedule that is prepared by the Contractor that shall be used for coordination, for evaluation of progress, for evaluation of changes to the Agreement, and to ensure the timely completion of the Work as called for in the Contract Documents.

2.50 “Owner’s Estimate” means the estimate reviewed and approved by the Owner to be compared to each OPCC or CAP. The Independent Cost Estimate can serve as the Owner’s Estimate if approved by the Owner.

2.51 “Quality Control Plan” means the plan describing the Contractor's plans to ensure quality and compliance in construction.

2.52 “Risk Management Plan” means the plan which includes risk identification, assessment, and completion of a Risk Register detailing risks, mitigation, and the assigned responsibility for each risk.

2.53 “Risk Register” means a listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

2.54 “Rough Order of Magnitude” or “ROM” means an estimation of a project’s level of effort and cost to complete. A ROM estimate takes place very early in a project’s life cycle and is used to validate design decisions and decide between various design options.

2.55 “Samples” are physical examples which illustrate materials, equipment, or reasonable workmanship, and establish standards by which the Work shall be judged.

2.56 "Schedule of Bid Items" is part of the Contract Documents for any LLTP CAP or Construction CAP proposals, which includes an itemized description of the Work by division and section of the Specifications. The format will be an electrical EBS file submitted to the Owner by flash drive, CD, or electronic submittal.
2.57 “Shop Drawings” are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor of any tier, manufacturer, Supplier, or distributor, to illustrate some portion of the Work.

2.58 “Specifications” means the detailed, exact statement of particulars, especially statements prescribing materials and methods; and quality of Work for any LLTP or Construction Phase, which include, but are not limited to, Project special provisions and standard special provisions.

2.59 "Subcontractor" means a person, firm, or corporation supplying labor and materials, or only labor, for all or any portion of the Work, under separate contract or agreement with the Contractor.

2.60 “Substantial Completion” or “Substantially Complete” mean the stage in the progress of the Work for any LLTP or Preconstruction Phase when the procurement or CM/GC Services are sufficiently complete, in accordance with the Contract Documents as modified by any Amendment or Change Order, so that the Work, or at the discretion of the Owner, any designated portion thereof, is available for its intended use by the Owner and a Notice of Substantial Completion for such phase can be issued. Portions of the phase may, at the discretion of the Owner, be designated as Substantially Complete.

2.61 “Superintendent” means the Contractor’s authorized employee held responsible in charge of the Work.

2.62 "Supplier" means any manufacturer, fabricator, distributor, material man or vendor.

2.63 "Term" means the term of the Agreement, which shall commence as set forth in Section 6.1 and shall end on the final completion date of the Project pursuant to Article 14.

2.64 “Value Engineering” means a study or activity that helps to design and provide deliverables that meet the customer needs at the lowest cost while assuming a standard of quality and reliability.

2.65 "Work" means the construction and services required by or reasonably inferable from the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill the Contractor’s obligations and to ensure a complete and proper job as intended by the Contract Documents.

2.66 “Worker and Public Safety Plan” means the report detailing how the Contractor will provide a safe work site and provide safety for the travelling public.

2.67 “Working Day” means any day, exclusive of Saturdays, Sundays, and State and federal recognized holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the Work.
ARTICLE 3. CONTRACTOR'S SERVICES

The Contractor shall perform the following services under this Agreement in each of the phases described below:

3.1 COMPLETION WITHIN FISCAL AND TIME CONSTRAINTS AND VALUE ENGINEERING

3.1.1 The Contractor expressly recognizes that this Project is being undertaken on an accelerated basis and must be completed within the time and fiscal constraints as set forth throughout this Agreement and its Exhibits, specifically the requirement that 85% of the bond must be spent by February 26, 2022. The Contractor further represents to the Owner that by executing this Agreement, it has been fully informed and has thoroughly reviewed: the goals of the Project; the work effort of the Design Consultant performed to date for the Project, including geotechnical analysis and testing; all of this Agreement’s Exhibits and Contract Documents; has been informed of the Owner’s general time as well as fiscal constraints and contingencies applicable to the Fixed Limit of Construction Cost; and all of the CM/GC Services and LLTPs to be provided by the Contractor pursuant to the Contract Documents. Based upon this review and analysis and recognizing that the contract for Design Services is between the Owner and the Design Consultant, the Contractor nonetheless represents to the Owner that it shall provide all the necessary services and perform all of the Work within the requirements of the Contract Documents.

3.1.2 To accomplish the objectives set forth in Section 3.1.1, the Contractor shall provide consultation throughout the Preconstruction Phase, including but not limited to the furnishing of all necessary CM/GC Services and LLTPs. In cooperation with the Design Consultant and Owner, the Contractor shall:

3.1.2.1 Review all as-builts, current design, and site conditions;
3.1.2.2 Attend the Project Scoping Workshop;
3.1.2.3 Attend all Project, Milestone, Project action team, LLTP CAP or Construction CAP negotiation meetings with the Project team as agreed at the Project Scoping Workshop;
3.1.2.4 Formulate and evaluate alternative designs, systems, and materials;
3.1.2.5 Provide cost estimates of the alternatives to be evaluated. Cost estimates shall include industry standard operating and maintenance costs when appropriate to evaluate life-cycle costs of the alternatives. The Contractor shall develop the OPCC on designs prepared by the Design Consultant at the completion of any agreed upon Milestone and shall include an analysis and commentary as to any discrepancies observed in any report referenced in Sections 3.1.2.7 and 3.1.2.8 below;
Evaluate the alternatives on the basis of costs, construction schedules, availability of labor, equipment, and materials, and construction feasibility in the form of Constructability Reports;

With the assistance of the Design Consultant, prepare written procurement reviews for materials that could be procured by the Owner or the Contractor ahead of any Construction Phase;

With the assistance of the Design Consultant, prepare written reports at the end of any FIR or any FOR summarizing the Value Engineering activities accomplished and any recommendations developed within each phase, including FIR plans that have been prepared prior to the Contractor being on board;

If OPCCs and/or bids received for the Work contained in any Bid Package could cause the anticipated cost of the Work to exceed the then current OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP or Schedule of Bid Items, the Contractor shall, at no additional cost to the Owner, provide additional Value Engineering services in conjunction with any and all appropriate items in the OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP and/or the Schedule of Bid Items for the Work;

Lead formal Value Engineering throughout the Project and at workshop(s) at agreed upon Milestones to coordinate estimating tasks, bring multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials. This Work includes the submittal and ongoing evaluation of Value Engineering Change Orders, if required;

Prepare preliminary construction schedules and phasing alternatives;

In collaboration with the Design Consultant and the Owner, develop a Risk Management Plan, perform risk assessments, and prepare a Risk Register;

With the assistance of the Design Consultant and the Owner, develop an Innovation Tracking and Performance Report;

Develop a Quality Control Plan, a Material Sourcing Plan, a Dewatering Plan, and a Worker and Public Safety Plan;

Prepare and submit a Procurement Review Report for each LLTP CAP.

3.2 AVAILABLE FUNDS
3.2.1 The Parties expressly recognize and agree that this Agreement is subject to and contingent upon the continuing availability of funds for the purposes hereof. Arvada voters approved a bond measure in 2018 to fund this project. If the project is unable to be completed in the amount approved by voters, Arvada may immediately terminate this Agreement without liability, including any liability for termination costs. In the event of termination, the Contractor is entitled to payment, in accordance with this Agreement, for Work completed on the Project as of the date of the termination.

3.2.2 The Contractor acknowledges that Arvada is limited in the funds available to design and construct the Project. Should funding of a lesser amount be made available for the Project, the Owner may revise the Project scope consistent with the ultimate appropriation.

3.2.3 Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and Arvada’s liability for such payments shall be limited to the amount remaining of such encumbered funds.

3.3 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

3.3.1 Based on consultation with the Design Consultant, the Owner has furnished a Fixed Limit of Construction Cost as set forth above, which sets forth the dollar amount available for the total OPCC(s) of the Project and includes contingencies for bidding and construction, shared risk contingency pools, force account items, and the CM/GC Management Price Percentage.

3.3.2 The Fixed Limit of Construction Cost may be revised only by approved Amendments and Change Orders issued after execution of the Contract Documents.

3.4 COST ESTIMATING

3.4.1 Cost estimating shall be conducted by three entities during the Preconstruction Phase of the Project. The Owner and Contractor shall maintain their own OPCCs through the Preconstruction Phase. The Owner will provide an Independent Cost Estimator or ICE that will develop an Independent Cost Estimate. At each agreed upon Milestone and after any LLTP CAP, or any Construction CAP proposals are submitted by the Contractor, the Owner’s engineer estimate, and the Contractor’s OPCC will be compared to the Independent Cost Estimate provided by the ICE. If the Owner’s Estimate, or Independent Cost Estimate in lieu of the Owner’s estimate, and Contractor’s CAP are not within a percentage acceptable by the Owner for any LLTP CAP, or any Construction CAP proposal (as applicable), the Owner will conduct a review to determine where the cost estimates differ and what assumptions or details were used to determine each difference. For any LLTP CAP or Construction CAP to be accepted by the Owner, the Owner’s Estimate and the Contractor’s CAP must be within a percentage acceptable to the Owner.

3.4.2 The Contractor shall maintain an open and accurate Cost Model that shall include all details of the OPCC and any LLTP CAP or any Construction CAP proposal when submitted. These details include, but are not limited to labor, materials, equipment, Subcontractor and Supplier quotes, assumptions, risk, direct costs, and mobilization.
3.4.3 The Cost Model shall be used by all entities to develop Independent Cost Estimates and OPCCs at each agreed upon Milestone and when each LLTP CAP and Construction CAP proposal is submitted.

3.4.4 Each LLTP CAP and Construction CAP proposal will be submitted in a form acceptable to the Owner.

3.4.5 When preparing any OPCC and in development of the Schedule of Bid Items, both such documents shall include, without duplication:

3.4.5.1 The cost of all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP Phase or Construction Phase to complete the Work;

3.4.5.2 General Conditions and whether or not incorporated or to be incorporated in the Work;

3.4.5.3 The Contractor shall list indirect costs for each item or in a separate list. The Owner will review and approve the list of costs at each OPCC;

3.4.5.4 Each OPCC shall be produced in an open book process through the Preconstruction Phase of the Project so that the Owner, the Design Consultant, and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project;

3.4.5.5 The Contractor's compensation for CM/GC Services and any LLTP and the cost of Work provided by the Contractor pursuant to this Agreement;

3.4.5.6 For each OPCC required for the Work, the Contractor shall acquire multiple quotes from potential Subcontractors and Suppliers. This information shall be shared in the open Cost Model and the Contractor shall allow their potential Suppliers and Subcontractors to share their information, quotes, and product data with the ICE, the Owner, and the Design Consultant.

3.4.6 No OPCC shall include the compensation of the Design Consultant, the Design Consultant's sub-consultants or any other sums due the Design Consultant, the costs of land, right of way, financing or any other costs which are the responsibility of the Owner.

3.4.7 The Contractor, in preparing its OPCC and providing each LLTP CAP and Construction CAP proposal, shall consult with the Design Consultant to determine what materials, equipment, labor, and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Work, and to include in the Contract Documents
alternate items, as approved by the Owner in writing, for bid so as to permit the adjustment of the OPCC.

The Contractor shall prepare an OPCC as soon as major Project requirements have been identified and update it periodically. For each FIR, the Contractor shall prepare an OPCC and update periodically. During each FOR, the Contractor shall prepare a final OPCC in preparation for each LLTP CAP and Construction CAP proposal and update periodically. All OPCC shall make allowance for price escalation. During the final Preconstruction Phase, the Contractor shall continually monitor the cost estimates and develop an OPCC to help assure that the cost of the Work remains within the applicable portion of the Fixed Limit of Construction Cost and LLTP CAP or Construction CAP, as applicable.

3.4.8 Each OPCC shall be independently prepared but in coordination with the Owner and the ICE. Estimates shall be based on quantitative takeoffs whenever possible and shall be supported in sufficient depth and organization to be used in preparing budgets based on funding sources, sub-trades, combinations of sub-trades, building systems, Bid Packages or combinations thereof. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates shall be mutually resolved between the Contractor and the Owner prior to development of the first cost estimate to assure that estimates developed by all parties can be compared and reconciled. Lump sum estimates are not acceptable. Differences between the OPCC and the Independent Cost Estimate will be compared and reconciled through the Owner.

3.4.9 During the preparation of each OPCC, the Contractor shall notify the Owner if it appears that the OPCC will exceed the applicable portion of the Fixed Limit of Construction Cost, satisfactorily demonstrate the accuracy of its estimate in such detail as shall be reasonably required by the Owner, and make reasonable recommendations for corrective action consistent with the Fixed Limit of Construction Cost. The Contractor shall submit OPCCs to the Owner for review and acceptance. Concurrently, the Contractor shall provide copies to the Design Consultant for review and verification.

3.4.10 The Owner shall reasonably cooperate with the Contractor to keep the Work within the applicable portions of the Fixed Limit of Construction Cost, including, but not limited to, the giving of appropriate and reasonable consideration to all reasonable recommendations of the Contractor, approving redesign, providing constructability reviews and reports, deductive alternatives or reductions in Work, requesting additional Value Engineering, making Modifications to the Contract Documents or exercising such other rights or remedies as may be available elsewhere under this Agreement including termination for convenience. However, the Owner shall be under no duty to reduce the Work to accommodate for any construction contingency used to cover costs to correct errors, omissions, mistakes or rejected Work.

3.4.11 The Design Consultant, by the terms of its agreement with the Owner, is obligated to provide reasonable cooperation to the Contractor in the development of OPCCs and each LLTP CAP and Construction CAP proposal. Conversely, the Contractor, by the terms of this Agreement is obligated to provide reasonable cooperation to the Design Consultant in the development of OPCCs, each LLTP CAP and Construction CAP proposal. Additionally, both Design Consultant and Contractor are obligated to reconcile their respective cost estimates at the
completion of each Bid Package including each LLTP CAP and Construction CAP proposal in a timely manner so as not to negatively impact the Project Schedule.

3.5 CM/GC SERVICES

3.5.1 During Project development, the Contractor shall review conceptual design; advise on-site use and improvements, selection of materials, building systems, and equipment; and provide recommendations on construction feasibility, availability of materials and labor, local construction activity as it relates to schedules, and time requirements for installation and construction.

3.5.2 The Contractor shall perform those services included, but not limited to, those described in the RFQ. In addition and not in limitation, the Contractor shall also perform the other CM/GC Services designated in this Article.

3.5.3 The Contractor shall review the Drawings, Plans, and Specifications as they are prepared, recommending alternative solutions whenever design details affect construction feasibility, schedules or cost; however, nothing contained in this paragraph shall be construed to require the Contractor to provide Design Services. Written reviews will be submitted with redlined drawings, plans, and specifications after each Milestone.

3.5.4 The Contractor shall make recommendations to the Owner and the Design Consultant regarding the division of Work in the Drawings, Plans, and Specifications to facilitate the bidding and awarding of subcontracts, allowing for phased construction and funding, if applicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, etc.

3.5.5 The Contractor shall review Drawings, Plans, and Specifications with the Design Consultant to (1) eliminate areas of conflict, overlapping trade jurisdictions, and overlapping in the Work to be performed by the various Subcontractors, (2) endeavor to confirm that all Work has been included, and (3) allow for phased construction.

The appropriate representatives of the Owner shall review documents submitted by the Contractor and shall render decisions pertaining thereto without unreasonable delay.

3.5.6 The Owner through the Design Consultant and consistent with the Owner’s contract with the Design Consultant, shall furnish the Contractor a sufficient quantity of documents required for the CM/GC Services.

3.5.7 As part of each FIR review and OPCC, the Contractor shall develop a preliminary Project Schedule that is coordinated with the Design Consultant’s design schedule, agreed upon Milestone dates from the Project Scoping Workshop, the Date of Completion specified in Section 6.3, the scope of work described within the Contract Documents, and the work described within each of the FIR documents. The Contractor shall utilize Microsoft Project or similar software to develop and manage the schedule. The schedule, as agreed to, shall be CPM with reasonable detail to allow for assessment of each LLTP schedule for equipment or materials to
be furnished by the Owner or Contractor as agreed, the adequacy of the construction duration/period, critical paths among the activities for the building systems, peak manpower requirements, and crunch points within the Project’s logic/critical path. As part of each FOR review and OPCC, this preliminary schedule shall be updated by the Contractor to reflect the work described in any FOR documents, and shall be utilized by the Owner to assess each LLTP CAP and Construction CAP proposal. The Project Schedule will be updated at other Milestone dates as agreed at the Project Scoping Workshop.

3.5.8 The Contractor shall attend all regular Project status meetings with the Owner and the Design Consultant and such additional meetings as the Owner may request. All regular meetings shall be scheduled by the Design Consultant with the agreement of the Contractor and approval of the Owner. All additional meetings shall be scheduled by the Owner.

3.5.9 The Contractor shall investigate and recommend materials and equipment that could be purchased by the Owner or the Contractor as agreed; consider LLTP opportunities, and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the Design Consultant in the schedule for preparation of Contract Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.

3.5.10 The Owner and the Design Consultant will prepare all Drawings, Plans, Specifications, and engineering estimates for the Bid Packages for any LLTP CAP and Construction CAP proposal.

3.5.11 The Contractor shall provide the requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary project facilities, and for equipment, materials and services for common use of Subcontractors and verify that all are included in the Contract Documents.

3.5.12 The Contractor shall participate in Project design review sessions at the close of each FIR, each FOR, and as construction documents are finalized for each Bid Package. The Project design review sessions shall be attended by the Design Consultant and representatives of the Owner. The purposes of the Project design review sessions are to (1) assure consistency with the design intent; (2) ensure complete, coordinated, constructible and cost-effective designs for all disciplines (e.g. architectural, structural, mechanical, geotechnical, electrical and roadway); (3) assure that the design documents are code compliant; (4) endeavor to confirm that all Work has been included and described in sufficient detail to assure complete pricing of Work; (5) allow for phased construction; and (6) identify errors and omissions. The Contractor shall provide the Design Consultant written reviews and redlined copies of Drawings, Plans, and Specifications, these may be provided electronically based on the preference of the Design Consultant and/or Owner. The Design Consultant shall collect all design review comments from the various participants, provide reports to the Owner, and ensure that with the issuance of each progress set of design documents all comments have either been incorporated or resolved to the satisfaction of the Owner.
3.5.13 The Contractor shall provide, not later than the first of each month, a monthly report documenting the current status of the Project’s schedule, OPCC updates, requests for information, submittals, manpower, safety, and other pertinent information. The report shall be separate from the monthly schedule update/report. The report shall include a narrative discussion of the progress achieved, activities anticipated for the next month, and issues that are affecting the rate of progress. Progress photographs for any LLTP Phase shall be attached/included. This monthly report shall be provided in the Preconstruction Phase of the Project.

3.5.14 If the Contractor or any of its Subcontractors of any tier participating in the Design reviews observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, industry standards, ordinances, rules or regulations, in any respect, the Contractor shall promptly notify the Owner in writing, noting the applicable Drawing, Plan or Specification, and recommending an appropriate alternative for correcting the Contract Document.

3.5.15 All reviews by the Contractor shall include written responses and redlined documents that detail recommendations, changes, and questions.

3.6 ADMINISTRATION

3.6.1 The Owner shall provide administration of this Agreement as described throughout this Agreement.

3.6.2 The Design Consultant and the Contractor shall advise and consult with the Owner. All instructions and communications by the Design Consultant to the Contractor and by the Contractor to the Design Consultant shall be copied to the Owner.

3.6.3 Except where expressly provided to the contrary in the Contract Documents, the Contractor's contact person shall forward all communications in writing and all documents to the Owner’s contact person and the Design Consultant's contact person simultaneously as listed below:

<table>
<thead>
<tr>
<th>Party</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner: Arvada</td>
<td>Derek T. Webb and Owner’s Representative</td>
</tr>
<tr>
<td>Design Consultant: Muller Engineering Company, Inc.</td>
<td>Geoff Mestas</td>
</tr>
<tr>
<td>Contractor: SEMA</td>
<td></td>
</tr>
</tbody>
</table>

3.7 ACCESS TO WORK

3.7.1 The Design Consultant and Owner shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide safe and reasonable facilities for
such access so that the Design Consultant and Owner may exercise their rights and perform their functions under the Contract Documents.

3.7.2 During all phases of the Work and services to be provided hereunder the Contractor agrees to establish a working office at a place agreeable to the Owner and permit duly authorized agents and employees of Arvada to enter the Contractor’s offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

3.8 DESIGN CONSULTANT’S AUTHORITY

3.8.1 The duties, responsibilities and limitations of authority of the Design Consultant during construction shall be set forth by the Owner.

3.9 NO RESPONSIBILITY FOR DESIGN CONSULTANT

3.9.1 The Contractor shall not be responsible for the failure of the Design Consultant or its sub-consultants to properly discharge their duties and responsibilities as set forth in the agreement between the Owner and Design Consultant.

3.10 SCHEDULE, COORDINATION, AND COST CONTROL

3.10.1 In the performance of the Work under this Agreement, the Contractor acknowledges that time is of the essence. The Contractor shall begin the performance of CM/GC Services upon receiving a Notice to Proceed to Commence CM/GC Services. The Contractor shall begin the LLTP upon receiving the Notice to Proceed to Commence LLTP, in accordance with Section 6.1. The Contractor shall schedule and coordinate the work of all of its Suppliers on the Project including their use of the site. The Contractor shall keep the Suppliers informed of the Project Schedule to enable the Suppliers to plan and perform the work properly. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work prior to the Date of Completion specified in Section 6.3, as adjusted by Change Orders and Amendments.

3.11 PRELIMINARY PROJECT SCHEDULE

3.11.1 Starting at the Project Scoping Workshop, the Contractor shall begin to develop the Project Schedule encompassing all LLTPs and Construction Phases. The Project Schedule shall be updated at each agreed upon Milestone during the Preconstruction Phase.

3.11.2 At each LLTP CAP or Construction CAP proposal meeting, the Contractor shall submit for the Design Consultant’s and the Owner’s review and acceptance of a preliminary Project Schedule. The preliminary Project Schedule shall include the Work encompassing all LLTP CAPs and Construction CAPs, in a manner that is consistent with previously issued schedules, and shall comply with the Date of Completion of the Work authorized by the current Contract Documents. This Project Schedule shall show all completed, in progress, and planned Bid Packages as intended at the appropriate Milestone, LLTP CAP or Construction CAP.
3.11.3 Within 14 calendar days of receiving Notice to Proceed for any LLTP, the Contractor shall submit to the Design Consultant and Owner a detailed Project Schedule for such LLTP Bid Package integrated into the most current preliminary Project Schedule.

3.11.4 Detailed Project Schedules for Construction CAP Bid Packages will be incorporated into a CM/GC Construction Contract.

3.11.5 Upon acceptance by the Owner, the most current Project Schedule shall be used as a basis for determining progress payments.

3.11.6 Technical Requirements:

3.11.6.1 The Project Schedule shall be developed utilizing commercially available scheduling software as approved by the Owner. The level of detail of the Contractor’s schedule shall be a function of the complexity of the Work involved. The Milestones and total number of activities shall be subject to approval by the Owner. The activities and resource loading will correspond with the Cost Model as required by Contract Documents.

3.11.6.2 Schedule activities shall be cost-loaded as agreed to and the assigned dollar value (cost loading) of each activity of the network shall cumulatively equal the total of all OPCCs. Costs for mobilization, bonds, permits, insurance costs may be shown separately. For any items that the Contractor intends to bill for stored materials, these items need to be shown as separate material procurement activities in the schedule and the material dollars only placed on these activities. Billing for stored materials on any other schedule activities not broken out in this manner shall not be allowed. General and administrative cost, overhead, and profit shall not be included within the cost loading and payment for these costs/fees shall be administered separately by the CM/GC Management Price Percentage.

3.11.6.3 The Contractor shall assign manpower loading as agreed to for each activity of the network. In addition, the Contractor shall prepare and submit a separate manpower summary analysis in graphic format depicting manpower by Subcontractor and aggregate. The graph(s) shall show the number of man-days of effort, by month, over the duration of the Project Schedule for each LLTP or Construction Phase.

3.11.6.4 For all major equipment and materials fabricated or supplied for this Project, the network shall show a sequence of activities including, preparation of Shop Drawings and Samples submissions, review and approval of Shop Drawings and Samples, shop fabrication and delivery, erection or installation, and testing of equipment and materials.

3.11.7 Submittals:
For the preliminary or detailed Project Schedule submittals, as well as for each Project Schedule update, the Contractor shall submit the following:

3.11.7.1 Hard copies of schedule reports, to include the following minimum items:

3.11.7.1.1 Cost report showing activity dollar value, dollar value of Work in place to-date and dollar value for current period;

3.11.7.1.2 Cost report showing activity dollar value, dollar value of Work in place to-date, and dollar value for current period summarizing to Schedule of Bid Items;

3.11.7.1.3 Resource report showing man-day allocations by specific trade on each activity;

3.11.7.1.4 Variance report comparing current dates to target dates;

3.11.7.1.5 Cash flow report showing monthly projections of expenditures.

3.11.7.2 A narrative schedule report documenting:

3.11.7.2.1 Description of the actual Work accomplished during the reporting period;

3.11.7.2.2 Description of any problem areas;

3.11.7.2.3 Description of current and anticipated delays with recommended corrective actions to mitigate such delays;

3.11.7.2.4 A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule;

3.11.7.3 A Contractor’s schedule to the Owner in an electronic format.

The Contractor shall utilize Microsoft Project or similar software to prepare and keep current, for the Owner’s approval, a time schedule of submittals in a submittal log which is coordinated with the Contractor's detailed Project Schedule and allows the Owner a reasonable time to review submittals.

3.11.8 Schedule Management

3.11.8.1 Progress Meetings: Progress meetings will be held in a number per week or month mutually agreed to by the Owner and the Contractor, a meeting shall be held to assess the progress achieved by the Contractor during previous work week, discuss and resolve issues affecting progress, and
review the critical activities anticipated for the following two weeks. The Contractor is to provide short interval schedules documenting the activities to be accomplished during the past week and the activities forecast for the next two weeks.

3.11.8.2 Monthly Project Review Meetings: Once each month on or about the 25th of the month, a meeting shall be held to review a draft Pay Estimate and Project Schedule update, assess and agree to the progress achieved by the Contractor during the previous month, discuss and resolve issues affecting progress, and review the critical activities to be accomplished during the following 90 days. The Contractor is to provide a draft Pay Estimate and Project Schedule update reflecting the Work accomplished during the previous month.

3.11.8.3 Monthly Schedule Reporting: After the monthly Project review meeting, but not later than the 28th of the month, the Contractor shall update the preliminary or detailed Project Schedule and submit the Pay Estimate.

3.11.8.4 Schedule Modifications: If, as a result of the monthly schedule update, it appears the preliminary or detailed Project Schedule no longer represents the actual/logical progression of the Work or the Contractor’s plan for prosecution and progress of the Work, the Owner shall require the Contractor to submit a revision to the preliminary or detailed Project Schedule. Such revisions to the preliminary or detailed Project Schedule shall not alter any of the Milestone dates unless approved by the Owner.

3.11.8.5 Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the preliminary or detailed Project Schedule to incorporate impacts or delay issues into the Project Schedule. If the Contractor feels it has encountered schedule impacts that it feels may warrant a time extension, it shall present an impacted Project Schedule in accordance with Article 6, to the Owner supporting its claim.

3.11.8.6 Recovery Schedule: If progress falls behind schedule dates, the Contractor shall prepare a recovery schedule indicating its revised plan to assure the timely completion of the Work. The recovery plan shall be subject to the Owner’s approval.

ARTICLE 4. DRAWINGS, PLANS, AND SPECIFICATIONS

4.1 PROCUREMENT OF AND RIGHTS IN DATA, DOCUMENTS, AND COMPUTER

4.1.1 Any software, research, reports, studies, estimates, data, photographs, negatives or other documents, Plans, Drawings, Specifications, memoranda, computation sheets or materials prepared by Contractor in the performance of its obligations under this Agreement shall be the exclusive property of Arvada without restriction and all such materials shall be delivered to the
Owner by the Contractor upon completion, termination, or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor’s obligations under this Agreement without the prior written consent of the Owner; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the Work. Copies of said documents may be retained by the Contractor, but shall not be made available to other individuals or organizations without prior written approval of the Owner. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

4.1.2 The Drawings, Plans, and Specifications and other documents are to be used only with respect to this Project and are not to be used on any other project. With exception of one contract set for each Party to this Agreement, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is to be approved by the Owner.

4.2 REVIEW OF THE CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall immediately report to the Owner any error, inconsistency, or omission that may be discovered. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Drawings, Plans, Specifications, RFI Responses, Details, instructions, Shop Drawings, Product Data, or Samples for such portion of the Work.

4.2.2 If the Contractor or any of its Subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, industry standards, rules, or regulations, in any respect, the Contractor shall immediately notify the Owner in writing, and any necessary changes shall be accomplished by appropriate Amendment or Change Order.

4.2.3 If the Contractor or any of its Subcontractors of any tier perform any Work with knowledge or reason to know that it is contrary to any laws, statutes, building codes, ordinances, industry standards, rules, or regulations, and does not notify the Owner, as required in Sections 4.2.1 and 4.2.2, the Contractor shall assume full responsibility therefor and shall bear all costs attributable therefor.

4.3 INTERPRETATIONS

4.3.1 The Owner shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.3.2 The Owner shall render interpretations consistent with the intent of, and reasonably inferable from the Contract Documents, consisting of additional instructions by means of Drawings, Plan, Specifications or otherwise, necessary for the proper execution or progress of
the Work, in accordance with agreed upon time limits and otherwise so as to cause no unreasonable delay. The Contractor may make written request to the Owner for such interpretations and decisions.

4.4 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.4.1 The Contractor shall furnish for approval, all Samples as directed by the Design Consultant. The Design Consultant shall check and approve such Samples with reasonable promptness.

4.4.2 The Contractor shall prepare, review, approve, and submit to the Design Consultant, with reasonable promptness and in such sequence as to cause no unreasonable delay in the Work or in the work of the Owner or any separate Contractor, all Samples and sufficient copies of all Shop Drawings and Product Data required by the Contract Documents. Specific quantities, format, size, etc. of Samples, Shop Drawings, and Product Data shall be described in the Contract Documents prepared by the Design Consultant. All Shop Drawings shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures.

4.4.3 By preparing, approving, and submitting Shop Drawings, Product Data, and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so with reasonable promptness, and has checked and coordinated the information contained within such submittal with the requirements of the Work, the Project, the Contract Documents, and prior approvals.

4.4.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's approval of Shop Drawings, Product Data, or Samples unless the Contractor has specifically informed the Owner and Design Consultant in writing of such deviation at the time of submission and the Design Consultant and Owner have both given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Design Consultant's approval of them.

4.4.5 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than those requested by the Owner on previous submittals.

4.4.6 No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Owner.

4.4.7 All such portions of the Work shall be in accordance with approved submittals. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, shall not be acceptable unless previously accepted in writing by the Owner.

4.4.8 The Owner will review and approve or take other appropriate action upon the Contractor's submission of any document such as Shop Drawings, Product Data, and Samples,
but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no unreasonable delay. The Owner’s approval of a specific item shall not indicate approval of an assembly of which the item is a component. Any and all approved substitutions shall be coordinated with the Contract Documents and all prior approvals.

4.4.9 Transmittal of copies of Shop Drawings, Product Data and Samples to the Owner is solely for convenience of the Owner and shall neither create nor imply a responsibility or duty of review by the Owner.

4.5 CONFIDENTIALITY

4.5.1 The Contractor understands that all services hereunder are confidential in character, and that as such, details and investigative results are not to be divulged in whole or in part at any time in the form of press releases, public statements, and publication in technical papers by the Contractor, its agents, employees or representatives.

4.5.2 Similarly, no detailed information about the Project shall be tendered to property owners, speculative and promotional interests or to the general public without written authority from Arvada.

ARTICLE 5. THE OWNER RESPONSIBILITIES

5.1 THE RESPONSIBILITIES

5.1.1 The Owner has furnished Contractor with the Fixed Limit of Construction Cost established for the Work.

5.1.2 The Owner shall designate a representative (other than the Design Consultant) authorized to act on its behalf with respect to the Project (as indicated in Section 3.6).

5.1.3 The Owner has retained a Design Consultant for preparation of the Design Services documents required for the Project. The Design Consultant's services, duties, and responsibilities are described in the agreement between the Owner and the Design Consultant, a copy of which will be furnished to the Contractor.

5.1.4 The Contractor shall be furnished, without charge copies of the Drawings, Plans and Specifications for each LLTP or Construction CAP. Additional sets, as mutually agreed upon to meet construction needs, shall be a direct cost of Work. The Owner’s preference is to use electronic copies when possible to minimize unnecessary paper files.

5.1.5 The Owner shall furnish the site of the Project, all necessary surveys describing the physical characteristics, legal limitations, utility locations, and a legal description.

5.1.6 The Owner shall identify and make available to Contractor copies of reports of geotechnical explorations and tests of subsurface conditions at the site which have been utilized
by Design Consultant in preparing the Drawings, Plans, and Specifications. The Owner does not represent that these reports show completely and accurately the existing conditions and the Owner does not guarantee any interpretation of the reports. The Contractor expressly assumes all responsibility for assumptions, deductions and conclusions which may be made as to the nature of the materials to be excavated, and the difficulties of making and maintaining the required excavations, and of doing other work affected by the geology of the site of the Work, including dewatering.

5.1.7 The Owner shall secure and pay for necessary approvals, temporary easements, permanent easements, assessments, and acquisitions.

5.1.8 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as the Owner may require ascertaining how or for what purposes the Contractor has used the monies paid to it under this Agreement.

5.1.9 The services, information, surveys, and reports required by Sections 5.1.3 through 5.1.8 shall be furnished on a timely basis and at the Owner’s expense, and except as may be provided to the contrary elsewhere in this Agreement, the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

5.1.10 The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and shall make reasonable allowance in its performance of the Work for such additional time as may be required for approvals and decisions by the Owner, in addition to the times specifically provided in Section 5.1.11.

5.1.11 In the review process of any FIR or FOR documents and construction documents for each Bid Package, the Contractor expressly agrees to the following review times by the Owner:

5.1.11.1 A period of 14 days consecutive days for the review of any FIR or FOR documents; and

5.1.11.2 A period of 14 days prior to completion of the construction documents together with an additional seven days after receipt of all Drawings, Plans and Specifications for such Bid Package, commencing with the date of receipt by the Owner of all documents and any other items which are required to be furnished to the Owner by the terms of the Owner’s agreement with the Design Consultant.

5.1.11.3 It is expressly understood and expected that the Contractor shall develop each LLTP CAP and Construction CAP proposal as agreed upon Milestones are reached and that the final establishment of each LLTP CAP and Construction CAP proposal shall occur within 14 days of receipt of the final full scope of such Bid Package, including all associated addenda, for such LLTP CAP or Construction CAP (as applicable).
ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION

6.1 COMMENCEMENT

6.1.1 The Parties’ performances under this Agreement shall commence on the Effective Date but no work shall be performed prior to the Contractor’s receipt of a Notice to Proceed.

6.1.2 The procurement of any LLTP is expressly conditioned upon and shall not commence until:

6.1.2.1 The applicable LLTP CAP and associated Bid Package have been approved and accepted by the Owner added to this Agreement by Amendment;

6.1.2.2 The date for completion of the LLTP has been approved and accepted by the Owner;

6.1.2.3 All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Owner; and

6.1.2.4 Notice to Proceed to Commence LLTP has been issued by the Owner and made a part of the Contract Documents.

6.1.2.5 If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Owner, the Owner shall give the Contractor written notice of any and all such deficiencies and allow 10 days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the 10 day period, the Owner may declare the Contractor to be in default of this Agreement.

6.1.3 The commencement of any Construction Phase is expressly conditioned upon and shall not commence until:

6.1.3.1 The applicable Construction CAP and associated Schedule of Bid Items have been approved and accepted by the Owner;

6.1.3.2 A CM/GC Construction Contract for such Construction Phase has been issued, signed, and executed;

6.1.3.3 The date for completion of the Construction Phase Work has been approved and accepted by the Owner;

6.1.3.4 In accordance with the standard special provisions (as included in any Specifications);
6.1.3.5 All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Owner; and

6.1.3.6 A Notice to Proceed to commence the Construction Phase has been issued by the Owner as part of the CM/GC Construction Contract.

6.1.3.7 If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Owner, the Owner shall give the Contractor written notice of any and all such deficiencies and allow 10 days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the 10 day period, the Owner may declare the Contractor to be in default of this Agreement.

6.2 TIME OF ESSENCE

6.2.1 Time is of the essence of this Agreement. The Contractor shall begin the Work on the Effective Date. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work by the Termination Date.

6.3 COMPLETION DATE

6.3.1 The Date of Completion for performance hereunder shall be established:

6.3.1.1 The initial Date of Completion for any LLTP or any Construction Phase is stated in the Amendment incorporating the applicable Bid Package. Amendments to such Date of Completion are made by approved Amendments to the applicable Bid Package.

6.3.1.2 The initial Date of Completion for CM/GC Services is the Termination Date.

6.4 DELAYS AND EXTENSIONS OF TERM AND FOR COMPLETION OF WORK

6.4.1 Extensions of the Term of this Agreement will be granted only to the extent that the critical path was delayed or the time allowed for any activity or activities affected exceed the identified available float or slack that occurs, or should occur, along the channels involved.

6.4.2 Subject to the limitations as provided in Section 6.4.1, if the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, the Design Consultant, or of any employee of either, or by any separate contractor that is not a Subcontractor of the Contractor, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, directed suspensions of the Work pursuant to Section 6.5.1, unavoidable casualties, or any other causes beyond the Contractor's control, the Term of this Agreement shall
be extended by the Owner for such period of time as the Owner may determine based upon the Contractor's showing of the delay to the critical path in accordance with Section 6.4.1 and that it could not have avoided the delay by the exercise of due diligence.

6.4.3 If adverse weather conditions are the basis for a claim for an extension of the Term of this Agreement, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and that the weather conditions complained of had an adverse effect on the critical path. Substantiation shall be based on a comparison of current conditions with recorded conditions for the same time period over the duration of the past 10 years.

6.4.4 If the Contractor intends to assert a claim for an extension of the Term of this Agreement, the Parties shall use Dispute Resolution pursuant to this Agreement.

6.4.5 If no schedule is prepared fixing the dates on which various detail Drawings, Plans, Specifications and instruction (not including final construction documents to be released for construction) will be needed, no extension to the term of this Agreement shall be allowed for failure to furnish such Drawings, Plans, Specifications or instructions as needed, except in respect of that part of any delay in furnishing Drawings, Plans, Specifications or instructions extending beyond a period of two (2) weeks after written demand for such Drawings, Plans, Specifications or instructions is received by the Design Consultant. In any event, any claim for an extension of the term of this Agreement for such cause shall be recognized only to the extent of the delay directly caused by failure to furnish Drawings, Plans, Specifications or instructions pursuant to schedule, or such two (2) weeks demand, without fault on the part of the Contractor or those for whom the Contractor is responsible.

6.5 TEMPORARY SUSPENSION OF THE WORK

6.5.1 The Owner shall have the authority to suspend the Work (each a “Suspension of Work”), either wholly or in part, for such period or periods as it may deem necessary due to:

   6.5.1.1 Unsuitable weather;
   6.5.1.2 Faulty workmanship;
   6.5.1.3 Contractor's material and substantial failure to carry out orders or to perform any provision of the Contract Documents;
   6.5.1.4 Conditions which are considered unfavorable for the prosecution of the Work; or
   6.5.1.5 Any other reason, with or without cause, including but not limited to the availability of funding for the Project as well as any other construction projects and the need to allocate funds between them.
6.5.2 If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such manner that they shall not become an obstruction or become damaged in any way; and it shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage, and erect temporary structures where necessary.

6.5.3 Such notice of Suspension of Work shall be in writing and the Contractor shall again proceed with the Work when so notified in writing.

6.6 LIQUIDATED DAMAGES

6.6.1 If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Agreement and Arvada shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Section 2.20 of Arvada’s Engineering Code of Standards and Specifications.

6.6.2 The Contractor and the Contractor’s surety shall be jointly liable for and shall pay the Owner, or the Owner may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay in the entire Project resulting from delays in any LLTP or Construction Phase, which is determined by when such LLTP is 1) Complete, and the Notice (or all Notices) of Completion are issued, 2) Complete and accepted, or 3) both. Delay in Substantial Completion shall be measured from the date of the Notice to Proceed to commence LLTP and delay in final completion and acceptance shall be measured from the date of the Notice of Completion for such LLTP.

6.6.3 The Parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Agreement was formed.

ARTICLE 7. SUBCONTRACTS

7.1 SUBCONTRACTING

7.1.1 Any Subcontractor retained by the Contractor and any and all subcontracts entered into by the Contractor for any Work performed under this Agreement and any Modifications hereto are subject to prior approval by the Owner. The Contractor shall not engage the services of any persons then in the employ of the Owner for Work covered by the terms of this Agreement without the written consent of the Owner. All subcontracts, exceeding $10,000.00 in cost, shall contain the provisions included in Section 17.

7.2 SUBCONTRACTING REQUIREMENTS

7.2.1 The Contractor shall comply with all applicable requirements of the Contract Documents relating to Subcontracts, and shall ensure that its Subcontractors (at all tiers) comply with all applicable requirements of the Contract Documents relating to subcontracting. The Contractor
shall not add, delete, or change the role of, any Subcontractor without the prior written approval of the Owner.

7.3 ASSIGNMENT OF SUBCONTRACT RIGHTS

7.3.1 Each Subcontract shall provide that, pursuant to terms in form and substance satisfactory to the Owner: (i) the Owner is a third party beneficiary of the Subcontract and shall have the right to enforce all terms of the Subcontract for its own benefit; and (ii) all guarantees and warranties, express and implied, shall inure to the benefit of the Owner as well as the Contractor. Any acceptance of assignment of a Subcontract from the Owner, its successor(s), or assign(s) shall not operate to make the assignee(s) responsible or liable for any breach of the Subcontract by the Contractor or for any amounts due and owning under the Subcontract included in an invoice paid by the Owner.

7.4 CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

7.4.1 The Contractor shall be responsible to the Owner for the acts and omissions of its agents and employees, Suppliers, Subcontractors performing Work under a contract with the Contractor, and such Subcontractors' lower tier subcontractors, agents, Suppliers, or employees.

7.5 SUBCONTRACT DATA

7.5.1 The Contractor shall notify the Owner, in writing, of the name and address of, and licenses held by, each Subcontractor (excluding Suppliers), as soon as the potential Subcontractor has been identified by Contractor, but in no event less than 14 days prior to the scheduled initiation of Work by such proposed Subcontractor. Monthly the Contractor shall provide to the Owner a Subcontractor report (including suppliers), divided according to the preconstruction services and construction work, detailing the following:

7.5.1.1 Name of Subcontractor;
7.5.1.2 Total subcontract amount;
7.5.1.3 The amount and type of work completed in recent month;
7.5.1.4 Total payments paid to date;
7.5.1.5 Most recent payment and its date;
7.5.1.6 Payments due; and
7.5.1.7 Status of the work (i.e. in progress, ended, etc.).

7.5.2 The Contractor shall allow the Owner access to all Subcontracts and records regarding Subcontracts, including copies of all Additional Insured endorsements identifying the Owner as
an Additional Insured; and shall deliver to the Owner within ten days after receipt of a request from the Owner, copies of all Subcontracts.

7.6 SUBSTITUTION OF SUBCONTRACTORS

7.6.1 The Contractor shall not add, delete, make a substitution or change the role of, any Subcontractor, Supplier, person, or entity previously selected without the prior written approval of the Owner.

7.7 SUBCONTRACTUAL RELATIONS

7.7.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor and Supplier, to the extent of the Work to be performed by the Subcontractor or Supplier, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and the Design Consultant. Said agreement shall preserve and protect the rights of the Owner and the Design Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor or Supplier so that the subcontracting thereof shall not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor or Supplier to enter into similar agreements with their subcontractors and suppliers. The Contractor shall make available to each proposed Subcontractor or Supplier, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor or Supplier shall similarly make copies of such Contract Documents available to their sub-subcontractors.

7.8 OWNER/SUBCONTRACTOR RELATIONSHIP

7.8.1 The Parties recognize that the bidding and subcontracting procedures prescribed herein are intended to promote pricing of the Work that shall be fair and reasonable and based on full and open competition. Nothing contained in the Contract Documents, including this Agreement, shall be deemed to create any contractual relationship between any Subcontractor or Supplier of any tier and the Owner.

7.9 PAYMENTS TO SUBCONTRACTORS

7.9.1 Monthly Work Product Review: On a monthly basis, the Contractor shall review the work product of each lower tier subcontract or supplier participating on the project and document the monthly work product review as part of the Subcontractor Data report required in 7.5.1. Any dispute which results in a disagreement regarding the amount of work completed or amount due must be detailed in the documentation. Work shall not be deemed completed or ended if there is an outstanding dispute. The Contractor and Subcontractor or supplier shall both agree to and sign the documentation. If the subcontractor or supplier provides an invoice which is agreed to by the receiving party, such invoice may satisfy this requirement. This procedure must be carried out by all subcontractors and suppliers with lower tier subcontractors and suppliers.
7.9.2 Prompt Payment. The Contractor is responsible for ensuring that all subcontractors and suppliers at every tier are promptly paid. All subcontractors and suppliers must be paid within 30 days of the monthly work product review detailed in 7.9.1.

7.9.3 Good Cause Exception. If the Contractor has “good cause” to delay or withhold a Subcontractor’s progress payment, the Contractor shall notify the Owner and the Subcontractor in writing within seven days after receiving payment from the Owner. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the Subcontractor must meet to receive payment. “Good cause” shall include but not be limited to the failure of the Subcontractor to make timely submission of required paperwork.

7.9.4 Subject to Arvada’s right to withhold from progress payments any amounts in dispute, and except as expressly stated otherwise in this Section, any disagreement between Arvada and the Contractor relating to this Section 7 shall be subject to a Disputes and Claims process. Failure by Arvada to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor’s obligation to perform under the Contract Documents, including the Contractor’s obligation to achieve Final Acceptance in accordance with the Contract Documents, and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by Arvada pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing.

ARTICLE 8. COMPENSATION

8.1 CONTRACTOR’S CMGC PRECONSTRUCTION FEE AND LLTP CAP

8.1.1 All invoices shall be submitted by the Contractor to the Owner for payment pursuant to the terms of this Agreement. The Contractor shall submit its billings such that the cost for each activity or task contained in the Agreement shall be separately shown. Upon approval thereof, Arvada will pay the appropriate amount of each invoice to the Contractor within 30 days of receipt of invoice, if all charges are adequately documented and undisputed. Interest shall be paid on all undisputed and unpaid invoices in accordance with Section 2.32 of Arvada’s Standards and Specifications. Progress payments may be claimed on a monthly basis pursuant to the payment format approved in this Agreement.

8.1.2 Subject to the provisions of this Agreement, and in consideration of the performance of this Agreement, the Owner shall pay the Contractor in current funds as compensation for its services, a Preconstruction Fee amount (listed below) and separate LLTP CAP for applicable LLTPs as listed below:

<table>
<thead>
<tr>
<th>Contractor’s Compensation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1.2.1 CMGC Preconstruction Fee*</td>
<td>$530,000.00</td>
</tr>
<tr>
<td>8.1.2.2 LLTP CAP (if applicable)*</td>
<td>$</td>
</tr>
<tr>
<td>8.1.2.3 Total Compensation</td>
<td>$</td>
</tr>
</tbody>
</table>
* Only the CMGC Preconstruction Fee is initially approved for payment. Payment of any LLTP CAP will be authorized by Amendment.

8.2 PRECONSTRUCTION FEE

8.2.1 The Preconstruction Fee for the Work on this project shall be as defined in Section 1.16 of the CMGC Services RFQ.

8.2.2 If, after the Contractor’s Preconstruction Fee is accepted in writing by the Owner and the Contractor as defined in Section 1.16 of the CMGC Services RFQ, the Work or Fixed Limit of Construction Cost significantly increases by more than 25% as directed by the Owner, which results in an increase to the total Contractor’s Preconstruction Fee, Contractor shall be paid for such increases by Amendment.

8.3 CONTRACTOR’S CM/GC MANAGEMENT PRICE PERCENTAGE

8.3.1 The CM/GC Management Price Percentage shall be the % as defined in Scoring Form A-3 in Appendix A of the RFQ. This percentage will be applied to all LLTP CAP and Construction CAP proposals and will apply to all CM/GC Construction Contracts.

8.4 ADJUSTMENTS IN CONTRACTOR’S CM/GC MANAGEMENT PRICE PERCENTAGE

8.4.1 After establishing the CM/GC Management Price Percentage on Scoring Form A-3 in Appendix A of the RFQ, no change will be made to the percentage at any point during the Project.

8.5 CONSTRUCTION AGREED PRICE (“CAP”)

8.5.1 At an agreed upon Milestone, the Contractor shall deliver to the Owner, a LLTP CAP proposal in which the Contractor shall agree to procure the LLTP and guarantee the maximum price to the Owner for the entire cost of such LLTP, as adjusted by deductive alternates required to maintain the aggregate of all LLTP CAPs and Construction CAPs below the Fixed Limit of Construction Cost, which have been previously approved by the Owner pursuant to Section 3.4.

8.5.2 At an agreed upon Milestone, the Contractor shall deliver to the Owner, a Construction CAP proposal in which the Contractor shall agree to perform all of the Work required for such Construction Phase, even though all of the construction documents have not all been finalized and released for construction, and guarantee the maximum price to the Owner for the entire cost of the Work required for the applicable Construction Phase, as adjusted by deductive alternates required to maintain the aggregate of all LLTP CAPs and Construction CAPs below the Fixed Limit of Construction Cost, which have been previously approved by the Owner pursuant to Section 3.4.
8.5.3 Each LLTP CAP and Construction CAP proposal shall include all of the Contractor's obligations to be performed pursuant to the terms of the Contract Documents for such LLTP or Construction Phase and shall include, but not be limited to, the following:

8.5.3.1 The total of all unit prices for the applicable Bid Package for such LLTP CAP or Construction CAP, as applicable;

8.5.3.2 For each Construction CAP, the installation cost of items to be procured by the Owner or Contractor in any LLTP and for the applicable Construction CAP;

8.5.3.3 The estimated maximum direct cost of Work for such LLTP or Construction Phase to be performed by the Contractor;

8.5.3.4 Costs for all Performance Bonds, Payment Bonds and insurance premiums required by Contractor pursuant to this Agreement for such LLTP CAP or Construction CAP, as applicable;

8.5.3.5 For each LLTP CAP and Construction CAP, the CMGC Management Price Percentage shall be included;

8.5.3.6 An aggregate amount for items 1 through 5 above (as applicable);

8.5.3.7 The Schedule of Bid Items, which shall be consistent with previously approved Schedules of Bid Items, as adjusted as required pursuant to the agreed upon OPCC;

8.5.3.8 Contain no conditions, exceptions or allowances;

8.5.3.9 Be substantiated with complete supporting documentation acceptable to the Owner to clearly define the anticipated Work to be performed by the Contractor and facilitate a determination when final Drawings, Plans and Specifications are released for construction, as to whether there has been an increase in the Work required of the Contractor in the documents released for construction from the agreed upon Milestone documents on which the LLTP CAP or Construction CAP (as applicable) was based.

8.5.4 If, through no fault on the part of the Contractor, and after receiving reasonable cooperation by the Owner and Design Consultant, the Contractor submits a LLTP CAP or Construction CAP proposal contrary to the provisions of Sections 8.5.3.1, 8.5.3.2, and/or 8.5.3.3, the proposal may be rejected by the Owner. The Owner shall be under no obligation to accept such LLTP CAP or Construction CAP proposals or any subsequent proposals. The Owner may declare the Contractor to be in default; and payment may be withheld from the Contractor, excepting the Contractor's CMGC Preconstruction Fee for the CMGC Services and all previously approved LLTPs, until a satisfactory LLTP CAP or Construction CAP is furnished in compliance with Sections 8.5.3.1, 8.5.3.2, and 8.5.3.3.
8.5.5 If, in developing a LLTP CAP or Construction CAP, the Contractor believes any documentation or information, consistent with the agreed upon Milestone Drawings, Plans and Specifications, is not sufficiently complete to clearly define the anticipated Work, the Contractor shall be responsible for making all necessary inquiries and requests to establish the same.

8.5.6 When any LLTP CAP is agreed upon and accepted by the Owner, it shall be made a part of this Agreement by Amendment; and shall be subject to modification in accordance with Article 10. If the Contractor, in good faith, furnishes the Owner with a LLTP CAP proposal which meets the criteria of Sections 8.5.3.1 and 8.5.3.3 and the Parties fail to mutually agree to that number as set forth above, the Parties expressly agree that default termination of the Contractor shall not be a remedy therefor under this Agreement, and the Owner shall be entitled to proceed with the Work as set forth elsewhere in this Agreement.

8.5.7 When any Construction CAP is agreed upon and accepted by the Owner, it shall be made a part of a separate CMGC Construction Contract and subject to the terms thereof. If the Contractor, in good faith, furnishes the Owner with a Construction CAP proposal which meets the criteria of Sections 8.5.3.2 and 8.5.3.3, and the Parties fail to mutually agree to that number as set forth above, the Parties expressly agree that default termination of the Contractor shall not be a remedy therefor under this Agreement, and the Owner shall be entitled to proceed with the Work as set forth elsewhere in this Agreement.

8.5.8 When the Contractor provides a LLTP CAP or Construction CAP, the subcontracts for the Work shall either be with the Contractor or shall contain the necessary provisions to allow the Contractor to control the performance of the Work. The Owner shall also authorize the Contractor to take all steps necessary in the name of the Contractor to assure that any separate contractors, having separate contracts with the Owner for the Project, perform their contracts in accordance with their terms.

8.6 CONTRACT SUM

8.6.1 Subject to the provisions of Articles 3, 9, and 16, the compensation for the Preconstruction Phase services shall be $530,000.00, which is equal to the defined Contractor’s Preconstruction Fee per Section 1.16 of the CMGC Services RFQ and any accepted LLTP that would be determined in the future.

8.6.2 After execution of the Amendment to the Agreement establishing and accepting any LLTP CAP, the Contractor shall be paid a sum equal to the amount accepted in the applicable LLTP CAP for the procurement of such LLTP as defined in the payment schedule; and

8.6.3 The Contract Sum shall be the maximum amount payable under this Agreement and the Contract Documents to Contractor by Arvada, from available funds. The Contract Sum can only be modified by Amendment.

8.7 PAYMENTS
8.7.1 Contractor’s CM/GC Preconstruction Fee

8.7.1.1 For the performance of CM/GC Services in the Preconstruction Phase, the compensation set forth in Section 8.1 shall be paid monthly based upon detailed invoices totaling the aggregate of all Work previously performed as submitted by the Contractor, with the total payment not to exceed the fee for such services as set forth in Section 8.1.

8.7.2 LLTP CAPs

8.7.2.1 At the time of the agreement and acceptance of each LLTP CAP, the Contractor shall submit to the Owner a complete, detailed, and itemized Schedule of Bid Items for such LLTP CAP.

8.7.2.2 Arvada shall pay the Contractor, according to the requirements of the Drawings, Plans, Specifications and Standard Specifications, the amounts required for the completed LLTP at the unit prices set forth in such LLTP CAP proposal, and such further amounts as may be required for extra work or materials, all according to the provisions and subject to the conditions as set forth in the Drawings, Plans, Specifications and Standard Specifications as required in this Agreement.

8.7.3 All payments to Contractor shall be in the form of Pay Estimates.

8.8 CONDITIONS OF COMPENSATION/CONDITION PRECEDENT

8.8.1 Financial obligations of Arvada payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

8.8.2 The Contractor shall submit monthly progress reports and an updated project CPM schedule to the Owner. Failure to submit a progress report may result in non-payment to the Contractor for the month. The progress report and updated project CPM schedule will be reviewed by the Owner and, after deemed satisfactory by the Owner, will be used as justification for billing. The progress report shall contain, but not limited to, the following:

8.8.2.1 Report on progress of each Work activity or Milestone identified in the Agreement, to show the amount of Work accomplished during the current month and the amount of Work accomplished overall;

8.8.2.2 A report on the time scheduled for each Work activity or Milestone identified in the Agreement to show planned time completion and actual times used to do the Work;

8.8.2.3 A description of the cause for delays beyond the planned completion time of Work activities or Milestones contained in the Agreement;
8.8.2.4 A report on the cost incurred to date on each Work activity or Milestone contained in the Agreement and a comparison to the cost estimates for such Work activity or Milestone;

8.8.2.5 A description of possible remedies to get Work activities or Milestones that are behind schedule, back on schedule, and to get Work activities or Milestones that are exceeding cost estimates, back within planned costs;

8.8.2.6 Documentation of meetings that were held during the subject time period; and

8.8.2.7 A description of problems and concerns that could affect delivery of the Work or Project.

8.8.3 The total cost of the Work including but not limited to the Contactor’s CMGC Preconstruction Fee, all LLTP CAPs, and any and all sums claimed by the Contractor to be due as set forth throughout this Agreement, are expressly subject to the limitations set forth in Sections 8.8.1 and nothing herein contained shall be construed or understood to commit the Owner to a total expense greater than that which is provided in the appropriation or allocation. Further, no funds appropriated or allocated for any other purpose shall be expended for this Agreement. The Owner agrees not to issue any Modifications which would cause the sums due the Contractor pursuant to this Agreement to exceed the appropriation or allocation for the Work.

8.8.4 Contractor shall not receive payment for any Work without its receipt of the required, appropriate Notice to Proceed.

ARTICLE 9. CHANGES IN THE WORK

9.1 AMENDMENTS AND CHANGE ORDERS

9.1.1 The Owner, with the approval of City Council, without invalidating this Agreement and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor’s CMGC Preconstruction Fee, Term, and Construction CAP being adjusted accordingly.

9.1.2 Each adjustment in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor’s CMGC Preconstruction Fee, Term, and Construction CAP resulting from an Amendment shall clearly separate the amount attributable to the cost of the Work and the Contractor's Fee, if any. The Fixed Limit of Construction Cost, Contract Sum, any LLTP CAP, the Contractor’s CMGC Preconstruction Fee, Term, and Construction CAP may be changed only by Amendment.

9.1.3 Any changes in the Work that result in an increase in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor’s CMGC Preconstruction
Fee, Term, and Construction CAP shall be added to this Agreement by an Amendment pursuant to Section 9.1.2.

9.1.4 No extra work or change in the Contract Documents shall be made unless by a written Amendment or Change Order. No claim for any change to the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor’s CMGC Preconstruction Fee, Term, or Construction CAP shall be valid unless so ordered. An Amendment or Change Order signed by the Contractor conclusively establishes the Contractor's agreement therewith, including the adjustment in the Contract Sum, any LLTP CAP, the Contractor’s CMGC Preconstruction Fee and the Term.

9.1.5 This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an Amendment.

9.1.6 All Change Orders, changes in estimated quantities, hazardous materials, and differing site conditions will follow Arvada’s Standard Specifications.

9.2 ADJUSTMENTS IN CONTRACT SUM WITHIN A LLTP CAP

9.2.1 The value of any change shall be determined in one or more of the following ways:

9.2.1.1 By estimate and acceptance in a lump sum;

9.2.2.2 By unit prices named in the Contract Documents or subsequently agreed upon;

9.2.2.3 By actual cost plus a fixed fee being agreed upon prior to starting the changed Work.

ARTICLE 10. INSURANCE

10.1 GENERAL

10.1.1 The Contractor shall procure and maintain all insurance requirements and limits as set forth in the RFQ. The Contractor shall continue to provide evidence of such coverage to Arvada on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement. All insurance policies shall include a provision preventing cancellation without 30 days prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner within ten days after the date of the Notice to Proceed to commence CMGC Services, said certificate to specifically state the inclusion of the coverages and provisions set forth in the RFQ and shall state whether the coverage is "claims made" or "per occurrence".

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10.2 COMPLIANCE

10.2.1 Failure of the Contractor to fully comply with any and all insurance requirements during the Term may be considered a material breach of this Agreement and may be cause for immediate termination of the Agreement at the option of the Owner. The Owner reserves the right to negotiate additional specific insurance requirements at the time of the award.

10.3 MUTUAL COOPERATION

10.3.1 The Owner and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

10.3.2 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to the Date of Completion of the Work, such occupancy shall not commence prior to the time mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. No insurance shall be canceled or allowed to lapse on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld. The Contractor shall assist the Owner in completing and executing such form(s) as are necessary for approval of occupancy and use, prior to the Owner’s possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 14, Completion, Final Inspection, Acceptance and Settlement.

ARTICLE 11. INDEMNIFICATION

11.1 The Contractor shall indemnify, save and hold harmless Arvada, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by Arvada, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

11.2 In any and all claims against the Owner, its agents or employees, by any employee of the Contractor, any Subcontractor of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11.3 The obligations of the Contractor under this Article 11 shall not extend to the liability of the Design Consultant, its consultants, agents or employees, arising out of: (1) the preparation or approval of maps, Drawings, Plans, opinions, reports, surveys, Amendments, Change Orders,
designs or Specifications; (2) the giving of or the failure to give direction or instructions by the Design Consultant, its consultants, agents or employees, provided such giving or failure to give is the primary cause of the injury or damage; or (3) any acts of the Design Consultant, its consultants, agents or employees outside of the scope of their duties pursuant to the Contract Documents.

ARTICLE 12 CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

12.1 The Contractor shall furnish a Performance Bond and a Payment Bond on Arvada’s approved form, executed by a corporate surety licensed to transact such business in the State of Colorado, each in the full amount of the applicable LLTP CAP or Construction CAP with the Amendment for the addition of the applicable Bid Package to this Agreement. If subsequent Amendments are made to this Agreement which substantially increase the applicable LLTP CAP or Construction CAP, increased bond limits shall be furnished by the Contractor upon the acceptance of the increase in the applicable LLTP CAP or Construction CAP. The then current bonds shall apply to all Work included within the scope of the applicable LLTP, including but not limited to all prior Work which may have been performed when previous bonds were in effect.

The Amendment for such applicable LLTP shall not take effect or be in force until the Contractor shall have furnished and delivered to Arvada a Payment Bond and Performance Bond, acceptable to Arvada, in a penal sum equal to the nearest integral $100.00 in excess of the applicable LLTP CAP or Construction CAP duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

12.2 The Performance Bond shall remain in effect until at least one year after the date when such LLTP receives Final Acceptance, except as otherwise provided by law or regulation or by the Contract Documents. The Payment Bond shall remain in effect for not less than the required statutory period. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the Owner.

12.3 The initial Bonds shall be filed with the Owner at the time of execution of the initial, applicable Bid Package.

12.4 If the surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Colorado is terminated or it ceases to meet the requirements of Sections 12.1 and 12.2, the Contractor shall within 10 days thereafter, substitute another bond and surety, both of which must be acceptable to the Owner.

12.5 Upon the issuance and acceptance of the Performance Bonds and Payment Bonds, the premium therefor shall be included in the first Pay Estimate for the applicable LLTP CAP or Construction CAP. The premiums for all bonds and increases thereto to be provided by the Contractor as well as those Subcontractors required to be bonded by the Contractor shall be included in the applicable LLTP CAP or Construction CAP, and the price of each applicable Amendment and Change Order, and the Contractor shall not be entitled to additional compensation therefor.
ARTICLE 13. ACCESS TO WORK AND OBSERVATION

13.1 DESIGN CONSULTANT'S WORK

13.1.1 The Owner shall be in the first instance, the judge of the performance of the Contractor as it relates to compliance with the Contract Documents and quality of workmanship and material.

13.1.2 The Owner and its Design Consultant shall make visits to the site appropriate to the stage of construction to become familiar with the progress and quality of the Work, and to determine that the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

13.1.3 The Owner shall also observe the following for compliance with the Contract Documents:

13.1.3.1 Shop Drawings; and
13.1.3.2 Any special testing required in the Contract Documents.

ARTICLE 14. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

14.1 NOTICE OF COMPLETION

14.1.1 When the LLTP, or a portion of the Work (as hereafter described) which the Owner has agreed to accept separately, is Complete and ready for final inspection, the Contractor shall file a Notice of Completion with the Owner that the Work, or such portion, in the opinion of the Contractor, is Complete in accordance with the Contract Documents. The Contractor shall prepare and submit with such Notice of Completion a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Design Consultant or the Owner shall determine after inspection. If the Design Consultant or the Owner believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, shall prevent a determination that the Work is Complete, those items shall be completed by the Contractor and the Notice of Completion shall then be resubmitted.

14.2 FINAL INSPECTION

14.2.1 The Owner and the Contractor shall make a final inspection of the Work to determine whether the Work is Complete and has been completed in accordance with the Contract Documents and the Standard Specifications.

14.2.2 The Contractor shall provide the Owner an updated list in sufficient detail to fully outline the following:
14.2.2.1 Work to be completed, if any; and
14.2.2.2 Work not in compliance with the Drawings, Plans or Specifications, if any.

14.2.2.3 A list shall be made by the Owner in sufficient detail to fully outline to the Contractor:

14.2.2.4 Work to be completed, if any;
14.2.2.5 Work not in compliance with the Drawings or Specifications, if any; and
14.2.2.6 Unsatisfactory Work for any reason, if any.

14.2.4 The required number of copies of the list shall be countersigned by the authorized representative of the Owner and shall then be transmitted by the Owner to the Contractor and Design Consultant. The Owner’s final list shall control over the Contractor's preliminary list.

14.3 NOTICE OF COMPLETION

14.3.1 Notice of Completion shall establish the date of Completion of the Work or portion thereof. The Contractor acknowledges and agrees that because of the public at large, greater care must be taken in establishing the date of Completion than might otherwise be the case to ensure that the Project, the Work or any portion thereof is fully usable and safe for public use.

14.3.2 The Notice of Completion shall not be issued until the following have been fully established:

14.3.2.1 The Work, or portion thereof, has been fully inspected as required by the Drawings, Plans and Specifications, and the overall state of completion is appropriate for presentation to the public; and

14.3.2.2 The Contractor has provided a schedule for the completion of each and every item identified on the list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item shall be commenced and finished, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable list inspection process. Unless liquidated damages have been specified, the cost to the Owner, if any, for re-inspections due to failure to adhere to the Contractor’s proposed list completion schedule shall be the responsibility of the Contractor and may be deducted by the Owner from final amounts due to the Contractor.
14.3.3 Completion of the Work, or portion thereof, shall not be conclusively established by a decision by the Owner to take possession and use of a portion, or all of the Work, where portions of the Work cannot meet all the criteria noted above. Notice of Completion for the Work, or portion thereof, shall, however, only be withheld for substantial reasons when the Owner has taken possession and uses the Work, or portion thereof, in accordance with the Agreement. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Completion.

14.3.4 The Contractor shall have the right to request an inspection of any portion of the Work when in the opinion of the Design Consultant and Owner a pre-acceptance list can be reasonably prepared, without confusion as to which portions of the Work which might be issued after such portion is accepted. Portions of the Work may be, but shall not necessarily be limited to, such portions of the Work, as separate deliverables where such Work consists of multiple deliverables. In such circumstances, when in the opinion of the Owner and the Design Consultant, the requirements for issuance of a Notice of Completion can be satisfied with respect to the portion of the Work, a partial Notice of Completion may be issued for such portion of the Work.

14.5 FINAL SETTLEMENT

14.5.1 Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Owner shall not authorize final payment until all items on the pre-acceptance list have been completed and the Notice of Final Settlement published. Before the Owner may issue the Notice of Final Settlement and advertise the Work for final payment, the Contractor shall have corrected all items on the pre-acceptance list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have delivered to the Principal Representative:

14.5.1.1 All guarantees and warranties;
14.5.1.2 All statements to support local sales tax refunds, if any;
14.5.1.3 Three complete bound sets of required operating maintenance instructions and Shop Drawings;
14.5.1.4 One set of as-built Contract Documents showing all job changes;
14.5.1.5 All required Drawings, Plans, Specifications and reports; and
14.5.1.6 Demonstrated to the operating personnel of the Owner the proper operation and maintenance of all equipment.

14.5.2 Upon completion of the foregoing, the Project shall be advertised in accordance with the Notice of Final Settlement by two publications of such notice, the last publication appearing at least 10 days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Work or the Contractor.
from Subcontractors, suppliers or material men based on good faith disputes; the resolution of
the question of payment in such cases being directed by statute.

14.5.3 Except as hereafter provided, on the date of final settlement thus advertised, provided the
Contractor has submitted a written Notice of Final Settlement to the Owner that no Disputes and
Claims are outstanding, and further provided that the Owner shall have received no claims, final
payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental
machinery, tools, supplies or equipment is filed before payment in full of all sums due the
Contractor, the Owner shall withhold from the Contractor on the date established for final
settlement, sufficient funds to insure the payment of such claim, until the same shall have been
paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an
order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The
amount so withheld may be in the amount of 125% of the claims or such other amount as the
Owner reasonably deems necessary to cover expected legal expenses. Such withheld amounts
shall be in addition to any amount withheld based on the cost to complete unfinished Work or the
cost to repair defective Work. However, as provided by statute, such funds shall not be withheld
longer than 90 days following the date fixed for final settlement with the Contractor, as set forth
in the published Notice of Final Settlement, unless an action at law shall be commenced within
that time to enforce such unpaid claim and a notice of such action at law shall have been filed
with the Owner. At the expiration of the 90 day period, the Owner shall release to the Contractor
all other money not the subject of such action at law or withheld based on the cost to complete
unfinished Work or the cost to repair defective Work.

14.6 RECORDS

14.6.1 Maintenance: The Contractor (and any Subcontractor) shall maintain a complete file of
all books, records, accounts, and other written or computerized materials which pertain to the
accounting and performance of Work, the delivery of services, and the compliance with
applicable requirements under this Agreement, and shall maintain such records for a period of
three years after the date of termination of the Agreement, or for such further period as may be
necessary to resolve any matters which may be pending.

14.6.2 Access: The Contractor (and any Subcontractor) shall permit Arvada and their designated
representatives, during normal business hours, to access all books, records, accounts, and other
relevant material concerning the Work performed or services provided under this Agreement for
the purpose of investigation, audit, and copying to ascertain compliance with, or to detect
violation of, any applicable federal and/or State law or regulation or with the terms of the
Agreement, or to evaluate performance under the Agreement. All records or information
obtained in this manner shall be used only for the purpose described herein, except as otherwise
authorized by law.

14.6.3 Subcontracts: For the benefit of Arvada, the Contractor shall include the language of this
Section 14.6 in all subcontracts, in order to require the Subcontractor(s) to comply with the
record maintenance and access conditions described above.
ARTICLE 15. OWNER’S RIGHT TO TERMINATE CONTRACT

15.1 TERMINATION FOR DEFAULT

15.1.1 General: If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute the Work with due diligence and carry the Work forward in accordance with its work schedule or if it should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by it, the Owner may service written notice on the Contractor and the surety on its Performance Bonds and Payment Bonds, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once.

15.1.2 Conditions and Procedures:

15.1.2.1 The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of a Notice of Termination thereof on the Contractor and its surety, whereupon the surety shall have the right to take over and perform the Agreement. If the surety does not commence performance of this Agreement within 10 days after service of the Notice of Termination, the Owner may take over the Work, take possession of and use all materials, equipment, and deliverables on the site, and prosecute the Work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payments under this Agreement until the Work is completed and accepted. If the cost, expenses, and damages to perform the Work, as determined by the Owner, exceed such unpaid balance of the Contract Sum or the applicable LLTP CAP as the case may be, the Contractor and its surety shall pay the difference to the Owner.

15.1.2.2 The Owner may take control of the Work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of the Contractor, provided the Owner approves the amount thus charged to the Contractor.

15.1.2.3 The Owner may require the surety on the Contractor's Performance Bond to take control of the Work at once and see to it that all the deficiencies of the Contractor are made good, with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from the Owner to do
so, the provisions of the Contract Documents shall govern in respect to the Work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions of this Article as to the right of the Owner to do the Work or to take control of the Work.

15.2 TERMINATION FOR CONVENIENCE OF ARVADA

15.2.1 The performance of Work under this Agreement may be terminated, in whole or in part, by the Owner when the Owner determines that the purposes of the distribution of public funds under this Agreement would no longer be served by completion of the Work. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective.

15.2.2 After receipt of the Notice of Termination, the Contractor shall cancel its outstanding commitments hereunder covering the procurement of all applicable LLTP and CMGC Services deliverables. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering all applicable LLTP and CMGC Services and extending beyond the date of such termination to the extent that they relate to the performance of any Work terminated by the Notice of Termination. With respect to such canceled commitments, the Contractor agrees to:

15.2.2.1 Settle all outstanding liabilities, disputes and claims arising out of such cancellation of commitments, with the approval or ratification of the Owner, to the extent it may require, which approval and ratification shall be final for all purposes of this clause; and

15.2.2.2 Assign to the Owner in the manner, at the time and to the extent directed by the Owner, all of the right, title, and interest in the Contractor under the orders and Subcontractors so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all liabilities, disputes and claims arising out of the termination of such orders and subcontracts.

15.2.3 The Contractor shall submit its Termination Claim to the Owner within 90 days after receipt of a Notice of Termination unless one or more extensions in writing are granted by the Owner upon written request of the Contractor within such 90 day period or authorized extension thereof. Upon failure of the Contractor to submit its Termination Claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination, and shall thereupon pay to the Contractor the amount so determined.

15.2.4 Costs claimed, agreed to, or determined pursuant to Sections 15.2.3 and 15.2.5 shall be limited to the Contract Sum and the applicable LLTP CAP and the provisions of Sections 8.6 and
8.8. The sums to be paid to the Contractor shall not include any compensation, loss, or lost profit on Work not performed by the Contractor or any of its Subcontractors of any tier or suppliers.

15.2.5 Subject to the provisions of Section 15.2.3 above, the Contractor and the Owner may agree upon the whole or any part of the amount(s) to be paid to the Contractor by reason of the termination under this section, which amount(s) may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for applicable LLTP CAP and CMGC Services which it is unable to cancel; provided, however, that in connection with any outstanding commitments for applicable LLTP CAP and CMGC Services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to its other activities and operations. Any such agreement shall be embodied in an Amendment to this Agreement, and the Contractor shall be paid the agreed amount.

15.2.6 The Owner may from time to time, under such terms and conditions as it may prescribe, make partial payment against costs incurred by the Contractor in connection with the terminated portion of this Agreement, whenever, in the opinion of the Owner, the aggregate of such payment is within the amount to which the Contractor shall be entitled hereunder.

15.2.7 The Contractor agrees to transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by the Owner, such information and items which, if this Agreement had been completed, would have been required to be furnished to the Owner, including:

15.2.7.1 Completed or partially completed Drawings (including as-built Drawings), Shop Drawings, Plans, Specifications, and information; and

15.2.7.2 Materials and equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice of Termination.

Other than the above, any termination inventory resulting from the termination of this Agreement may, with the written approval of the Owner, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Owner. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Agreement, or shall otherwise be credited to the price or cost of Work covered by this Agreement, or paid in such other manner as the Owner may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

15.3 AVAILABLE FUNDS CONTINGENCY TERMINATION

15.3.1 The Parties expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds approved by City Council for the purpose of contracting for
the Work provided for herein, and therefore, the Contractor expressly understands and agrees
that all its rights, demands, and claims to compensation arising under this Agreement are
contingent available funds. If such funds or any part thereof are not available, Arvada may
immediately terminate this Agreement without liability, including for termination costs.

**ARTICLE 16. MISCELLANEOUS PROVISIONS**

16.1 DESIGN CONSULTANT

16.1.1 It is expressly understood that the Owner shall directly retain the services of the Design
Consultant.

16.2 EQUAL EMPLOYMENT OPPORTUNITY, LABOR COMPLIANCE, AND ON THE
JOB TRAINING

16.2.1 The Contractor confirms that it has an equal employment opportunity policy ensuring
equal employment opportunity without regard to race, color, national origin, sex, age, religion or
handicap; and that it maintains no employee facilities segregated on the basis of race, color,
religion or national origin.

16.3 NON-DISCRIMINATION. The Contractor shall comply with all applicable Legal
Requirements that enumerate unlawful employment practices including discrimination because
of race, religion, color, gender, age, disability, or national origin. The Contractor shall not
discriminate against any employee or applicant for employment because of race, color, national
origin, religion, sex, age or handicap. The Contractor shall take affirmative action to ensure that
applicants are employed, and that employees are treated during employment without regard to
their race, color, national origin, religion, gender, age or handicap. Such action shall include the
following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;
layoff or termination; rates of pay or other forms of compensation; and selection for training,
including apprenticeship. The Contractor agrees to post in conspicuous places, available to
employees and applicants for employment, notices to be provided setting forth the provisions of
this nondiscrimination clause.

16.3.1 Inclusion in Subcontracts
The Contractor shall include Sections 7.2.1 in every Subcontract over $10,000 (including
purchase orders), and shall require that they be included in all Subcontracts over
$10,000 at lower tiers, so that such provisions will be binding upon each Subcontractor.

16.4 DISPUTES AND CLAIMS

16.4.1 All Disputes and Claims shall use Section 2.44 of Arvada’s Engineering Code of
Standards and Specifications.

16.5 EXECUTION OF EXHIBITS
16.5.1 It is contemplated by the Parties that certain exhibits hereto shall not be accomplished or finalized at the time this Agreement is executed as such exhibits must, by the nature of the provisions relative thereto, be executed by the Parties subsequent to the execution of this Agreement. The Parties shall be diligent in accomplishing such exhibits at the earliest appropriate time in accordance with the provisions hereof.

16.6 GOVERNMENTAL IMMUNITY

16.6.1 Notwithstanding any other provision of this Agreement to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of Arvada, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended.

16.7 LEGAL AUTHORITY

16.7.1 The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Contractor to its terms. The person(s) executing this Agreement on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

16.8 ASSIGNMENTS AND SUBCONTRACTS

16.8.1 Contractor’s rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of Arvada. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or Arvada are subject to all of the provisions hereof.

16.9 BINDING EFFECT

16.9.1 Except as otherwise provided in Section 16.12, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.

16.10 COUNTERPARTS

16.10.1 This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

16.11 ENTIRE UNDERSTANDING
16.11.1 This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

16.12 CHANGE ORDER PROCESS.

16.12.1 If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.

16.12.2 When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.

16.12.3 Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

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

16.14 TERMS AND CONDITIONS IN SOLICITATION. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and other RFQ requirements, and agrees to be bound by those terms and conditions.

16.15 PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed by Contractor in its original Response to Arvada’s solicitation and accepted by Arvada, which are included in the Contract Documents that are exhibits to this Agreement.

ARTICLE 17. COLORADO SPECIAL PROVISIONS

17.1 CORA DISCLOSURE

17.1.2 To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
17.2 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of Arvada, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of 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.

17.3 GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

17.4 INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder 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 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. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind Arvada to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by Arvada, and (c) be solely responsible for its acts and those of its employees and agents.

17.5 PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.
DATED this __________ day of ____________________________, 20 ___.

CITY OF ARVADA, a Colorado home rule municipal corporation

________________________________________________________________________
Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

________________________________________________________________________
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _________________________________

SEMA CONSTRUCTION, INC.

________________________________________________________________________
T. Brett Ames, District President
bames@semaconstruction.com
7353 South Eagle Street
Centennial, Colorado 80112
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-114 A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229

Report in Brief

The Arvada team consisting of Public Works/Facilities, Parks, Fleet, and Finance/Purchasing comprised the selection committee to select a Construction Manager/General Contractor (CMGC) for the final phase of constructing the Parks and Fleet Maintenance Facility project. Eighteen general contractors submitted a proposal and five were selected for interviews. As a result of the selection process, FCI Constructors was the top choice based on qualifications, CM fee, GC fee and General Conditions cost. As the CM portion of their contract is completed, this resolution will authorize the GC portion of the contract to build the facility, utilities, and all site improvements.

The Arvada team recommends that the City Council approve R19-114, A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229.

Financial Impact

CIP project number: 91098
Project Budget is $9.9 million

Breakdown:

- Design and Consulting Fees: $683,200
- Utilities (tap fees, elec, gas): $310,000
- Soils Report/Material Testing: $68,300
- Environmental: $50,000
- Builders Risk: $30,000
- Owner Supplied (IT, FFE): $220,000
- Demolition: $41,500
- CMGC Construction: $8,144,229
- Contingency: $352,771
- TOTAL BUDGET: $9,900,000

Background

The replacement of the Parks & Fleet Building started in 2014 as a proposed CIP project submittal to the Citizens Capital Improvement Plan Committee with a final report issued in June of 2015. The Parks & Fleet Building ranked 6th out of 19 CIP
The Arvada team recommends that the City Council approve R19-114, A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229.
**Suggested Motion:**

I move that R19-114, A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229, be (approved) (rejected).

Prepared by:
Kim Vagher, Manager of City Facilities

Reviewed by:
Karen Custer, Administrative Assistant 10/30/2019
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Don Wick, Director of Public Works 10/30/2019
Bryan Archer, Director of Finance 10/30/2019
Gail Walker, Legal Specialist-Contracts 11/4/2019
Emily Grogg, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-114

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND FCI CONSTRUCTORS, INC. FOR GENERAL CONTRACTOR SERVICES FOR THE PARKS AND FLEET MAINTENANCE FACILITY IN AN AMOUNT NOT TO EXCEED $8,144,229

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and FCI Constructors, Inc. for General Contractor services for the Parks and Fleet Maintenance Facility in an amount not to exceed $8,144,229.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

________________________________________
Marc Williams, Mayor

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
Rachel A. Morris, City Attorney
AN AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND FCI CONSTRUCTORS, INC. FOR
GENERAL CONTRACTOR SERVICES FOR THE PARKS AND FLEETS
MAINTENANCE FACILITY IN AN AMOUNT NOT TO EXCEED
$8,144,229

1.0 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, Colorado 80002 ("Arvada") and FCI Constructors, Inc. whose business address is 4015 Coriolis Way, Frederick, Colorado 80504 ("Contractor").

2.0 RECITALS AND PURPOSE.

2.1 On or about October 29, 2018, Arvada entered into an agreement with Powers Brown Architecture of Colorado, LLC for architectural services for the Parks Fleet Maintenance Facility ("Architect Agreement").

2.2 On or about April 12, 2019, Arvada issued Request for Proposal RFP-19-CM/GC Parks & Fleets Maintenance Facility seeking a Construction Manager/General Contractor ("RFP").

2.3 On or about March 7, 2019, Contractor submitted their Response to the RFP ("Response").

2.4 The AIA Document A133-2009 (Exhibit F) contemplates both the Construction Manager and General Contractor position. The Parties entered into an agreement for Construction Manager Services on September 23, 2019. The executed agreement is attached as Exhibit F. For purposes of efficiency, the Parties agree that all of the terms and conditions agreed upon in Exhibit F are restated and accepted for purposes of the General Contractor phase of this project.

2.5 The General Contractor Agreement that was agreed to on September 23, 2019 is based upon negotiated terms using AIA Document A133-2009. The General Contractor Agreement incorporated a number of exhibits, including portions of AIA Document A201-2017 that outlines the general conditions for the construction phase of the Project (Exhibit F).

2.6 As a condition to the General Contractor Agreement, Contractor submitted a Guaranteed Maximum Price ("GMP"). The GMP is the Project cost that the Contract Sum will not exceed.

2.7 On or about October 18, 2019, Contractor submitted the GMP and supporting documentation (Exhibits B, C, D, and E).

2.8 Arvada and Contractor now wish to proceed with the construction phase of the Project as authorized by this Agreement.
3.0 EXHIBITS.

A. AIA Document A133-2009 Exhibit A Guaranteed Maximum Price Amendment
B. FCI’s GMP submittal;
C. FCI’s Construction Clarifications and Assumptions;
D. Arvada Parks & Fleet Master Schedule
E. FCI’s Allowances Included in the GMP Estimate;
F. Construction Manager Services contract between the Parties dated September 23, 2019, including all exhibits; and
G. Change Orders, if any.

3.1 In the event any matter, term, provision, or condition that is the subject of this Master Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Master Agreement shall be first ascertained by reference to the Contract Documents and Exhibits in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents and Exhibits, Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4.0 COMMENCEMENT; SCOPE OF THE WORK; TERM.

4.1 This Agreement will become effective and binding on all parties upon Arvada's execution of the Agreement, which will occur within a reasonable time following Arvada's receipt of the executed Agreement from Contractor.

4.2 Contractor will furnish all material and services in accordance with and as detailed in the Contract Documents.

4.3 Contractor will commence the work required by the Contract Documents and Exhibits within 30 calendar days upon receiving the Notice to Proceed, subject to changes mutually agreed upon by Contractor and Arvada.

4.4 Performance requirements are contained in the Contract Documents.

5.0 COMPENSATION AND PAYMENT SCHEDULE.

5.1 For fully and satisfactorily performing the work described in the Contract Documents, Arvada agrees to pay Contractor an amount not to exceed
$8,144,229.00 for the Construction portion, subject to such additions and deductions as may be agreed upon in writing and/or provided for in this Agreement.

5.2 The terms and conditions of payment are contained in the Contract Documents.

6.0 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of Arvada, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of 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.

7.0 RIGHT TO TERMINATE, CHANGE ORDER PROCESS, AND OTHER CONSTRUCTION REQUIREMENTS. The construction requirements and other details pertaining to the Project are contained in the Construction Documents.

8.0 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.

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

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

11.0 NOTICES. Any notice or notification 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 or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

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

DATED this _____ day of ___________________________, 2019.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By:

FCI CONSTRUCTORS, INC.

Bryan Hemeyer, Vice- President
4015 Coriolis Way
Frederick, CO 80504
Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

Parks and Fleet Maintenance Facility
7800 W 62nd Avenue
Arvada, CO 80004

THE OWNER:
(Name, legal status and address)

City of Arvada
8101 Ralston Road
Arvada, CO 80002

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

FCI Constructors, Inc.
4015 Coriolis Way
Frederick, CO 80504

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby execute a new Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed eight million, two hundred fifty four thousand, eight hundred and forty dollars ($8,144,229.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Per Exhibit B, FCI’s GMP submittal documentation

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Per Exhibit B, FCI’s GMP submittal

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

Exhibit A
§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price ($0.00)</th>
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</thead>
<tbody>
<tr>
<td>Per Exhibit E, FCI’s Allowances Included in the GMP Estimate</td>
<td>$309,100.00 in total</td>
</tr>
</tbody>
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§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Per Exhibit C, FCI’s Construction Clarification and Assumptions

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
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<tr>
<td>N/A</td>
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Powers Brown Architecture of Colorado, LLC’s plans and specifications dated September 20, 2019 and Addendum 1 dated October 1, 2019

<table>
<thead>
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)


<table>
<thead>
<tr>
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<th>Title</th>
<th>Date</th>
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§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Exhibits listed on the Master Agreement

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

8.5 months from the start of construction which will begin within 30 days from the issuance of the Notice to Proceed. Time is calculated using calendar days.

OWNER (Signature)

Marc Williams Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Bryan Hemeyer
FCI Contractor’s, Inc. Vice President
(Printed name and title)
Additions and Deletions Report for
AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:32:10 ET on 10/24/2019.

PAGE 1

Parks and Fleet Maintenance Facility
7800 W 62nd Avenue
Arvada, CO 80004
...

City of Arvada
8101 Ralston Road
Arvada, CO 80002
...

FCI Constructors, Inc.
4015 Coriolis Way
Frederick, CO 80504
...

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the execute a new Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 5 of this Agreement.

§ A1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed eight million, two hundred fifty four thousand, eight hundred and forty dollars ($8,144,229.00), subject to additions and deductions by Change Order as provided in the Contract Documents.
...

Per Exhibit B, FCI’s GMP submittal documentation
...

Per Exhibit B, FCI’s GMP submittal
PAGE 2

Per Exhibit E, FCI’s Allowances $309,100.00 in total
Included in the GMP Estimate
...

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User Notes:
Per Exhibit C, FCI’s Construction Clarification and Assumptions

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Exhibits listed on the Master Agreement

8.5 months from the start of construction which will begin within 30 days from the issuance of the Notice to Proceed. Time is calculated using calendar days.

Marc Williams  Mayor

Bryan Hemeyer  FCI Constructor’s, Inc. Vice President
I, Toni Riebschlager, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:32:10 ET on 10/24/2019 under Order No. 3675506794 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
## Description

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<thead>
<tr>
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<th>Total Cost</th>
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<td>Division 09 FINISHES</td>
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<td>Division 28 ELECTRONIC SAFETY &amp; SECURITY</td>
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<td>Division 33 UTILITIES</td>
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**GMP REV 2 ESTIMATE TOTAL:** $8,306,221 $200.92

**GMP REV 2 ESTIMATE TOTAL LESS ACCEPTED ALTERNATES:** $8,144,229

---

**ACCEPTED ALTERNATES AS OF 10-23-19:** $ (161,992)
**Division 01 GENERAL REQUIREMENTS**

### GENERAL CONDITIONS

**PCF STAFF**

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**SAFETY**

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**TEMPORARY FACILITIES**

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**SOFT COSTS**

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<tr>
<td>READY MIXED CONCRETE MATERIALS - MARTIN MARIETTA OR BURNCO</td>
<td>INCLUDED</td>
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</table>
### CONCRETE MISCELLANEOUS

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit $</th>
<th>Total $</th>
<th>$ per SQFT</th>
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</thead>
<tbody>
<tr>
<td>BLANKETS ON FOUNDATION WALLS</td>
<td>23,736</td>
<td>SQFT</td>
<td>14,004</td>
<td>0.339</td>
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<tr>
<td>CONCRETE ECO PAN</td>
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<td>14,400</td>
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<tr>
<td>CONCRETE MISCELLANEOUS</td>
<td>4,590</td>
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<td>23,870</td>
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<tr>
<td>INSTALL DIBIES / ACCESSORIES FOR REINFORCING STEEL</td>
<td>1</td>
<td></td>
<td>23,050</td>
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<tr>
<td>QUALITY CONTROL ENGINEER</td>
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Total CONCRETE MISCELLANEOUS: $76,338

### MASONRY MISCELLANEOUS

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Unit $</th>
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<tbody>
<tr>
<td>BLANKETS ON FOOTINGS</td>
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Total MASONRY MISCELLANEOUS: $49,473

### STEEL FABRICATIONS

<table>
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<tr>
<td>STEEL FABRICATIONS - ST. THOMAS STEEL</td>
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<td>41,980</td>
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<td>4 X 4 1/4&quot; EMBED ANGLES - SUPPLY ONLY</td>
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<tr>
<td>2 X 2 X 1/4&quot; GALVANIZED EMBED ANGLES - SUPPLY ONLY</td>
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<tr>
<td>TRASH ENCLOSURE GATES - 2 PAIRS</td>
<td>0</td>
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<tr>
<td>EXTERIOR SINGLE LINE WALL RAIL AT EAST ELEVATION</td>
<td>0</td>
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<tr>
<td>4-LINE RAIL AT STAIR AT OIL 105</td>
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<tr>
<td>INSTALLATION OF TRASH GATES, WALL RAILS, 4-LINE RAIL</td>
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<td>BUILDING ANCHOR BOLTS</td>
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Total STEEL FABRICATIONS: $57,786

### ROUGH CARPENTRY AND FRAMING

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<tbody>
<tr>
<td>ROUGH CARPENTRY</td>
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Total ROUGH CARPENTRY AND FRAMING: $57,786

### ARCHITECTURAL MILLWORK

<table>
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<th>Description</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>MILLWORK PACKAGE - FOOTHILLS CUSTOM CABINETS</td>
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<td>32,230</td>
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<td>FAB ROOM 132</td>
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<td>WORKBENCH (SOUTH ELEV)</td>
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<tr>
<td>WORKBENCH (WEST ELEV)</td>
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Total ARCHITECTURAL MILLWORK: $42,465

### TOTAL CONCRETE MATERIALS

- Division 04 MASONRY: $37,904
- Division 05 METALS: $57,508
- Division 06 WOOD & PLASTIC: $57,786
- Total: $152,198

Total Current Estimate: $246,654

Total Division 03 CONCRETE: $627,806

Total MASONRY MISCELLANEOUS: $76,338

Total STEEL FABRICATIONS: $57,786

4 of 12
<table>
<thead>
<tr>
<th>Description</th>
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<th>$ per SQFT</th>
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<tbody>
<tr>
<td>MENS. RR 133</td>
<td>BELOW</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>QUARTZ COUNTER TOPS</td>
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<td>WOMENS RR 134</td>
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<tr>
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<tr>
<td>CONFERENCE / BREAK RM 160</td>
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<td>PLAM UPPER CABINETS</td>
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<td>QUARTZ COUNTER TOPS</td>
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<td>PLAM UPPER CABINETS</td>
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<tr>
<td>SOLID SURFACE SILLS AT EXT WINDOWS AT OFFICE AREA ONLY</td>
<td>75</td>
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<td>PROJECT CASKET WORK AFTER INSTALL</td>
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<td>LSUM</td>
<td>1,472.50</td>
<td>1,473</td>
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<td>TOTAL ARCHITECTURAL MILLWORK</td>
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<td>37,978</td>
<td>$79,543</td>
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<tr>
<td><strong>Division 06 WOOD &amp; PLASTIC</strong></td>
<td></td>
<td></td>
<td>37,978</td>
<td>$79,543</td>
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<tr>
<td><strong>Division 07 THERMAL &amp; MOISTURE PROTECTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>DAMP/PROOFING AND WATERPROOFING</strong></td>
<td>1 SUB</td>
<td>23,975</td>
<td>23,975</td>
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<td>DAMPPROOFING AND WATERPROOFING - AAA WATERPROOFING</td>
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<td>BITUMINOUS DAMPPROOFING</td>
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<td>0.00</td>
<td>0.00</td>
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<td>FOUNDATION INSULATION, 60 PSI PER SPEC</td>
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<tr>
<td>UNDERSLAB RIGID INSULATION, 4'-0&quot; W AT BLDG PERIM, 60 PSI PER SPEC</td>
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<td>SEE ALTS</td>
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<td>TOTAL DAMPPROOFING AND WATERPROOFING</td>
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<td><strong>DIVISION 07 THERMAL &amp; MOISTURE PROTECTION</strong></td>
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<td></td>
<td>24,819</td>
<td>0.060</td>
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<tr>
<td><strong>TOTAL  DIVISION 07 THERMAL &amp; MOISTURE PROTECTION</strong></td>
<td></td>
<td></td>
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<td>0.060</td>
</tr>
<tr>
<td><strong>Division 08 DOORS &amp; WINDOWS</strong></td>
<td></td>
<td></td>
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<td>$79,543</td>
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<td><strong>TOTAL  DIVISION 08 DOORS &amp; WINDOWS</strong></td>
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<td>$79,543</td>
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<tr>
<td><strong>Division 09 METALS</strong></td>
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<td><strong>TOTAL  DIVISION 09 METALS</strong></td>
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<td><strong>TOTAL  DIVISION 07 THERMAL &amp; MOISTURE PROTECTION</strong></td>
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<td><strong>TOTAL  DIVISION 08 DOORS &amp; WINDOWS</strong></td>
<td></td>
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<td>$79,543</td>
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<td><strong>TOTAL ARCHITECTURAL MILLWORK</strong></td>
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**Note:** The table above represents a summary of costs for various divisions, with quantities, unit prices, and total costs for each category.
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit $</th>
<th>Total $</th>
<th>$ per SQFT</th>
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<tr>
<td><strong>OVERHEADS</strong></td>
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<tr>
<td>OVERHEAD DOORS - COMPLETE DOOR SYSTEMS</td>
<td>1 SUB</td>
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<td>154,764</td>
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<td>STEEL OVERHEAD SECTIONAL DOOR - 14&quot; X 14&quot; W - GALV. ROYAL WHITE</td>
<td>BELOW</td>
<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>MANU: CHI, CLOPAY, AMARR</td>
<td>INCLUDED</td>
<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>R VALUE 19, INSULATED</td>
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<tr>
<td>LIFT MASTER ON OPERATOR 460V, 3 PH, HP, MEETS UL 345</td>
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<tr>
<td>REMOTE OPERATION, HANDHELD, (1) PER DOOR</td>
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<tr>
<td>WARRANTY: 5 YEAR ON ELECTRIC OPERATING EQUIP</td>
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<tr>
<td>MANU: CHI, CLOPAY, AMARR (ASSUMED, NO LISTED MANUFACTURERS</td>
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<tr>
<td>2&quot; THICK PANELS, 20 GAUGE</td>
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<td>R VALUE 8, INSULATED</td>
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<tr>
<td>HOOD</td>
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<td><strong>TOTAL ACCESS DOORS</strong></td>
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<tr>
<td><strong>Division 09 FINISHES</strong></td>
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<tr>
<td><strong>DRIYWALL</strong></td>
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<td>6.722</td>
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<tr>
<td>FRAMING AND GYP BOARD - DRYWALL SERVICES</td>
<td>1 SUB</td>
<td>277,900.00</td>
<td>277,900</td>
<td>6.722</td>
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<tr>
<td>INTERIOR SIDE, EXTERIOR WALLS FURRED TO DECK, GYP</td>
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<td>0.00</td>
<td></td>
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<tr>
<td>INTERIOR SIDE, EXTERIOR WALLS FURRED TO 10'-0&quot; HT, GYP</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>WALLS TO DECK AT CORRIDOR AS INDICATED, GYP</td>
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<td></td>
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<tr>
<td>WALLS TO DECK AT RATED WALLS, GYP</td>
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<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>10'-0&quot; HT WALLS AT CREW SPACES, GYP</td>
<td>INCLUDED</td>
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<td></td>
</tr>
<tr>
<td>10'-0&quot; HT WALLS AT OFFICE AREAS, GYP</td>
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<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>10'-0&quot; HT WALLS AT OTHER AREAS, GYP</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>10'-0&quot; HT WALLS BETWEEN SPACES AT PARKS, NO GYP</td>
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<tr>
<td>EXTERIOR FRAMING / &quot;WRAP&quot; AT (3) EXTERIOR OPENINGS</td>
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<tr>
<td>HARD LID CEILINGS, GYP</td>
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<td>R-11 SOUND INSULATION AT INTERIOR PARTITION WALLS</td>
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<tr>
<td>PLYWOOD, 5/8&quot; CDX AS SHOWN</td>
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<td>5/8&quot; PLY ABOVE HARD LID CEILINGS, CREW SPACES ONLY, ASSUMED</td>
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<tr>
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<td>6.722</td>
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<tr>
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<td>ACOUSTIC CEILINGS - HEARTLAND</td>
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<tr>
<td>ATTIC STOCK, 1% OF TOTAL INSTALLED</td>
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<tr>
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<td><strong>FLOORING</strong></td>
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<td>SEAL FLOOR AFTER WALL ARE FRAMED</td>
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<tr>
<td>SWEEP FLOORS</td>
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<tr>
<td>PRES-TREAT FLOOR W/ DETERGENT</td>
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<td>DOUBLE SCRUB FLOOR</td>
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<td>SCRUB AND VACUUM EXCESS SEALER</td>
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<td>ECO-PANS FOR DISPOSAL OF EXCESS SEALER / DIRTY WATER</td>
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<td>WATER REPELLANTS / MASONRY SEALERS</td>
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<td>STAIN / FINISH ON NEW EXTERIOR WOOD FENCING</td>
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<tr>
<td>HM DOORS &amp; FRAMES</td>
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<td>DRYWALL WALLS / GYP BOARD CEILINGS</td>
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<td>PAINT EXTERIOR EQUIPMENT &amp; DUCT EXPOSED TO VIEW</td>
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<td>PAINT PLYWOOD WAINSCOT - 10' HEIGHT IN PARKS GARAGES</td>
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<td>PAINT PLYWOOD WAINSCOT</td>
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<td>EPOXY PAINT IN RESTROOMS / LOCKER ROOMS</td>
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<td>STRUCTURE PAINTING AT EXPOSED CEILINGS</td>
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<td>DAILY CLEAN-UP - FINISHES</td>
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<td>238 MHRS</td>
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**Division 08 DOORS & WINDOWS**

**Division 10 SPECIALTIES**
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<th>Description</th>
<th>Quantity</th>
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<th>$ per SQFT</th>
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<tr>
<td>SHELF, 3 MOP HOLDERS, 4 RAG HOOKS, 34&quot; LENGTH</td>
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<td>TOTAL TOILET PARTITIONS AND ACCESSORIES</td>
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<td>VISUAL DISPLAY SURFACES</td>
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<tr>
<td>LOCKERS</td>
<td></td>
<td></td>
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<tr>
<td>ADA BENCHES - COLORADO SPECIALTIES</td>
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<td>LOCKER ROOM BENCHES - 2 EACH</td>
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<td>SINGLE TIER W/ DIGITAL KEY LOCKS, SLOPED TOP, 4&quot; BASE</td>
<td>1 ALLOW</td>
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<td>FIRE EXTINGUISHERS AND CABINETS</td>
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<td>EQUIPMENT</td>
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<td>PRE-ENGINEERED METAL BUILDING - BIG JOHNSON CONSTRUCTION</td>
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<td>PEMB DESIGN &amp; ENGINEERING</td>
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<td>STANDING SEAM ROOF PANELS, 24-GAUGE</td>
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<td>ROOF INSULATION</td>
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<td>EXTERIOR WAINSCOT PANELS, 24-GAUGE</td>
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<td>LINER PANEL AT UNDERSIDE OF WASH BAY ONLY, 26-GAUGE</td>
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<tr>
<td>SOFFIT PANELS</td>
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<td>GTURTERS AND DOWNSPOUTS</td>
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<tr>
<td>LINER PANEL AT CORRIDORS</td>
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<tr>
<td>26-GAUGE, 4&quot; HT, GALVALUME FINISH</td>
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<tr>
<td>CORRUGATED, EXPOSED FASTENER SYSTEM</td>
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<td>PREMIUM FOR PAINTED FINISH AT CORRIDOR LINER PANELS</td>
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<tr>
<td>MISC TRIMS / FASTNERS AS REQUIRED</td>
<td>1 SUB</td>
<td>15,000</td>
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<td>68.04</td>
<td>17,690</td>
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<td>TOTAL PRE-ENGINEERED METAL BUILDING</td>
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Division 10 SPECIALTIES $36,427

Division 11 EQUIPMENT $46,104

Division 12 FURNISHINGS $2,115

Division 13 SPECIAL CONSTRUCTION $2,115
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<td><strong>Division 14 CONVEYING SYSTEMS</strong></td>
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<td><strong>Division 15 FIRE SUPPRESSION</strong></td>
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<td><strong>Division 16 ELECTRICAL</strong></td>
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<td><strong>Division 17 COMMUNICATIONS</strong></td>
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### Division 14 CONVEYING SYSTEMS

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### Division 15 FIRE SUPPRESSION

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<td><strong>DESIGN AND CALCULATIONS</strong></td>
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<td><strong>BASED ON LIGHT-HAZARD, ORDINARY HAZARD GROUP II</strong></td>
<td>0</td>
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<td><strong>STANDARD UPRIGHTS AND PENDANTS</strong></td>
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<td><strong>FIRE SUPPRESSION AT PAINT BOOTH, ASSUMES WILL BE REQ'D</strong></td>
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<td><strong>DOUBLE CHECK BACKFLOW PREVENTER</strong></td>
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<td><strong>WALL MOUNTED FOC</strong></td>
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<td><strong>TESTING AS REQUIRED</strong></td>
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<td><strong>BOOSTER PUMP</strong></td>
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### Division 16 ELECTRICAL

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<td><strong>LIGHTING CONTROLS</strong></td>
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<td><strong>SITE LIGHTING, (4) LIGHT POLES</strong></td>
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<td><strong>LIGHTING INSTALLATION</strong></td>
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<td><strong>GEAR PACKAGE</strong></td>
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### Division 17 COMMUNICATIONS

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### Division 18 ELECTRONIC SAFETY & SECURITY

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**TOTAL ASPHALT PAVING** | 334,120 | 8.082 |

| **SITE CONCRETE** | **SITE CONCRETE PACKAGE - TCS** | 1 SUB | 88,044.00 | 88,044 | 2.130 |
| | **CURB & GUTTER** | INCLUDED | 0.00 | 0.00 |
| | **8" CONCRETE WALKS** | INCLUDED | 0.00 | 0.00 |
| | **2'-0" W CONCRETE VALLEY PAN** | INCLUDED | 0.00 | 0.00 |
| | **8" CONCRETE PAVING AT LOADING DOCK** | INCLUDED | 0.00 | 0.00 |
| | **8" CONCRETE PAVING AT TRASH ENCLOSURE** | INCLUDED | 0.00 | 0.00 |
| | **FORM, POUR AND INSTALL SIDEWALK CHASES** | INCLUDED | 0.00 | 0.00 |
| | **INSTALL TRUNCATED DOMES AT HC RAMPS** | INCLUDED | 0.00 | 0.00 |
| | **SAWCUIT CONCRETE PAVING (15" X 15" SQUARES ASSUMED)** | INCLUDED | 0.00 | 0.00 |
| | **PLACE BOLLARDS (EXTERIOR)** | INCLUDED | 0.00 | 0.00 |
| | **DRILL FOR BOLLARDS (EXTERIOR)** | 42 EACH | 79.47 | 3,338 | 0.081 |
| | **PROVIDE TRUNCATED DOMES AT HC RAMPS** | 7 EACH | 800.00 | 5,600 | 0.135 |
| | **CURE, MISC ACCESSORIES** | 12,118 LF | 0.12 | 1,454 | 0.035 |
| | **LIGHT POLE BASES** | INCLUDED | 0.00 | 0.00 |
| | **LAYOUT** | 4 EACH | 85.06 | 340 | 0.008 |
| | **DRILL FOR LIGHT POLE BASES (24" DIAM X 10' DEPTH)** | 40 LF | 111.32 | 4,453 | 0.108 |
| | **REINFORCING STEEL AT LIGHT POLE BASES** | 1 TONS | 1,150.00 | 1,150 | 0.028 |
| | **INSTALL REINFORCING STEEL AT LIGHT POLE BASES** | INCLUDED | 0.00 | 0.00 |
| | **SONOTUBE AT TOP 4 EACH LIGHT POLE BASE** | 16 LFNT | 34.64 | 557 | 0.013 |
| | **FORM / POUR LIGHT POLE BASES** | INCLUDED | 0.00 | 0.00 |
| | **HOISTING EQUIPMENT & FUEL** | 2 MONTHS | 4,263.17 | 8,526 | 0.206 |
| | **QUALITY CONTROL ENGINEER** | 173 MHSRS | 68.04 | 11,771 | 0.285 |
| | **UTILITY-RELATED SITE CONCRETE** | **BELOW** | 0.00 | 0.00 |
| | **CURB & GUTTER (REPLACE)** | INCLUDED | 0.00 | 0.00 |
| | **VALLEY PAN (REPLACE)** | INCLUDED | 0.00 | 0.00 |
| | **EMERGENCY SPILLWAY (14'-6" W X 2'-6" DEPTH ASSUMED)** | INCLUDED | 0.00 | 0.00 |
| | **MICRO POOL** | INCLUDED | 0.00 | 0.00 |
| | **MICRO POOL STRUCT SLAB** | INCLUDED | 0.00 | 0.00 |
| | **MICRO POOL FNND WALLS** | INCLUDED | 0.00 | 0.00 |
| | **MICRO POOL CIP STAIR** | INCLUDED | 0.00 | 0.00 |
| | **REINFORCING STEEL AT MICRO POOL** | 1 TONS | 1,715.00 | 1,715 | 0.041 |
| | **INSTALL REINFORCING STEEL AT MICRO POOL** | INCLUDED | 0.00 | 0.00 |
| | **FINE GRADING AT STRUCT SLAB** | 76 SQFT | 0.15 | 11 | 0.000 |
| | **ADDITIONAL MISC MATERIALS** | 1 SUM | 1,500.00 | 1,500 | 0.036 |
| | **HANDWORK** | 8 MHSRS | 41.33 | 331 | 0.008 |
| | **LAYOUT** | 8 MHSRS | 68.04 | 544 | 0.013 |

**TOTAL SITE CONCRETE** | 123,334 | 3.129 |

| **LANDSCAPING AND IRRIGATION** | **LANDSCAPING - TBD** | 1 ALLOW | 50,000.00 | 50,000 | 1.029 |
| | **IRRIGATION SYSTEM ALLOWANCE PROVIDED BY REDLAND** | 1 ALLOW | 30,000.00 | 30,000 | 0.726 |
| | **GENERAL REQUIREMENTS AND MOBILIZATION** | INCLUDED | 0.00 | 0.00 |
| | **LANDSCAPE PLANTING** | INCLUDED | 0.00 | 0.00 |
| | **BLUEGRASS SOD** | INCLUDED | 0.00 | 0.00 |
| | **NATIVE SEED** | INCLUDED | 0.00 | 0.00 |
| | **WOOD MULCH** | INCLUDED | 0.00 | 0.00 |
| | **ROCK MULCH** | INCLUDED | 0.00 | 0.00 |

**TOTAL SITE CONCRETE** | 123,334 | 3.129 |
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**TOTAL STORM SEWER SERVICES**                   | 549,197  | 13.285 |

**Total Division 33 UTILITIES**                  | $810,141 |        |
City of Arvada Parks and Fleet Facility

CONSTRUCTION CLARIFICATIONS AND ASSUMPTIONS  DATE: 10-23-19

Our GMP Estimate REV 2 dated October 23, 2019 is based on plans and specifications dated August 9, 2019 and Addendum 1 dated 10-1-19 provided by Powers Brown Architecture.

This document is intended to complement the information provided in the GMP Estimate.

- Our proposal is based on a construction start of Mid-December 2019 and construction duration of 8.5 months. NOTE: Dates provided above are dependent on FCI Constructors, Inc., receiving a formal Notice to Proceed and / or an executed contract amendment by Mid-November 2019 (Minimum 23 days from receipt of NTP to site mobilization)
- All costs are based on standard workdays, eight hours per day, five days per week.
- To the extent possible, products by specified basis-of-design manufacturers have been included. Use of comparable products or acceptable manufacturers as identified in the project specifications is considered to be in conformance with the project requirements.
- All materials are assumed to be selected from manufacturer’s standard colors only unless otherwise specifically noted.

PART 1: Summary of Project Allowances:
Allowances include costs for materials, tools, equipment, and labor as required for a complete and finished product.

- Haul-Off Unsuitable Materials / Overburden Soils From Building Demolition $30,000
- Miscellaneous Metals $5,000
- ADA Operator at Doors 150A & 150B $7,000
- Concrete Joint filler at Sealed Concrete Floors $10,000
- Single Tier Lockers with Digital Key Locks, Sloped Top, 4" Base $6,300
- Provide and Install Paint Booth $20,000
- Fire Sprinklers at Paint Booth $3,500
- Fire Sprinkler Dry System at Wash Bay $14,000
- New Compressor at Parks $10,000
- Temporary Power / Relocation of Existing Supply $10,000
- Landscaping $50,000
- Landscape Irrigation System $30,000
- Automated (Electric) Entry Gate, Loop, Card Access $30,000
Interior Fencing at Ammunition & Parks Storage $10,000
8" Lowering of (2) Existing Waterlines at 24" RCP $13,300
Pond Walls (Per the accepted deductive voluntary Alternate #4 $60,000
which has been credited to the GMP on the ‘Accepted Alternates’
line item on page 1 of the estimate).

PART 2: Summary of Project Alternates:

• ALT 1: Manufacturer’s Standard White Aluminum Frames at all location in lieu of Base Bid Natural Anodized Finish $2,594 [Rejected 10-17-19]

• ALT 2: Claridge Magnetic Glass Markerboard in lieu of 3Form Markerboard. All Markerboards by Owner $0.00 [By Owner]

PART 3: Summary of Contractor Provided Alternates:

• VOL ALT 1: Painted Finish on Metal Liner Panels At Corridor in Lieu of Galvalume Finish $5,443 [Rejected 10-17-19]

• VOL ALT 2: 25 PSI Foundation Insulation in lieu of Specified 60 PSI ($4,732) [Accepted 10-17-19]

• VOL ALT 3: 25 PSI Underslab Insulation in lieu of Specified 60 PSI ($4,539) [Rejected 10-17-19]

• VOLT ALT 4: Convert CIP Pond Walls to $60,000 Allowance + OH&P (Design TBD) ($66,402) [Accepted 10-22-19]

• VOL ALT 5: Raynor Sectional and Coiling Doors in lieu of Specified Manufacturers ($28,574) [Rejected 10-22-19]

• VOL ALT 6: Fire Alarm to be Installed “Free Air” in lieu of In Conduit as Specified (14,376) [Accepted 10-22-19]

• VOL ALT 7: Lighting Inverter in lieu of EM3 Explosion Proof Fixtures ($13,557) [Accepted 10-22-19]

• VOL ALT 8: Copper Feeders in lieu of Specified Aluminum Feeders $12,095 [Rejected 10-22-19]

• VOL ALT 9: 4" Underslab Gravel at Building Slabs on Grade in lieu of 6" Underslab Gravel ($24,221) [Accepted 10-22-19]

• VOL ALT 10: PVC Underslab Piping in lieu of Specified Cast Iron Underslab Piping ($38,704) [Accepted 10-22-19]

PART 4: Summary of Unit Prices for Modification to Work:
PART 5: Scope Inclusions and Clarifications

- Items in PART 5 are included in FCI’s proposal.
- See PART 6 for items assumed to be by others
- See PART 7 for items not included in FCI’s Proposal.

General Requirements for the Entire Project

- Design Contingency
- Contractors Contingency
- Subcontractor Default Insurance
- General Liability Insurance
- Performance, labor and material bond costs
- Preconstruction fee
- Construction management fee
- Dumpsters as required for construction
- General recycling of construction debris as feasible
- Clean up and recycling costs
- Weather Days per NOAA average has been included in project schedule

Division 01 – General Requirements

- FCI Supervision and Temporary Facilities for the project duration per General Conditions as submitted to the City of Arvada 5-7-19 and as outlined in the GMP Estimate

Division 02 – Existing Conditions

- Site and building survey

Division 03 – Concrete

- Building foundations
- Interior flatwork for slabs on grade
- Concrete material
- Concrete pumping
- Reinforcing steel
- Weather protection for concrete work as required
- Concrete stair at Oil Room 105; architectural and structural drawings do not match

Division 04 – Masonry

- Stone veneer is priced with Rock-It-Natural Stone, Colorado Blend.
- Split-faced, structural CMU at dumpster enclosure
- Weather protection for masonry assemblies as required

Division 05 – Steel

- Steel fabrication and installation of miscellaneous steel as required
- An allowance has been provided above for miscellaneous metals

Division 06 – Carpentry
• Back Counter at Reception Area priced as Quartz.
• Wet Areas (Restrooms & Break Room) are priced with Quartz counter tops
• Workbenches in Fleet Parts 106 and Fab 132 are priced with plywood tops and 2x4 wood supports.
• Transaction top in Parts Room 106 priced as PLAM.
• Temporary enclosures at exterior openings
• Blocking and backing for wall mounted accessories
• Blocking and backing for architectural millwork as required
• Plastic Laminate architectural millwork as indicated
• Solid surface window sills at office area only (assumed)

Division 07 – Thermal and Moisture Protection
• Dampproofing as shown
• Foundation insulation, 2'-0" height at foundation walls as indicated
• Underslab rigid insulation at building perimeter, 4'-0" width at perimeter
• Dampproofing at foundation wall
• Waterproof membrane behind natural stone veneer
• Sound insulation at interior gyp board partitions
• Fire stopping at rated wall assemblies as indicated
• Joint Sealants at exterior Portland Cement Concrete (PCC) paving at loading dock, trash enclosure and wash bay area’s only.

Division 08 – Doors and Windows
• Interior window at Stores Office 102 is priced with a hollow metal frame.
• Hollow metal frames and doors
• Door finish hardware
• No manufacturer specified for Coiling Doors; pricing assumes same manufacturers specified for sectional doors will be acceptable for coiling doors.
• Aluminum storefront systems and glazing as required
• Aluminum storefront doors
• Aluminum storefront door hardware
• Allowance for Auto operators
• Steel overhead sectional doors
• Steel overhead coiling doors

Division 09 – Finishes
• Steel stud interior wall framing, ceiling framing, gypsum board and plywood as indicated
• 5/8" Plywood above crew offices, assumed
• Moisture resistant gypsum board at restrooms
• Level 4 finish
• Acoustical Ceiling Tiles and grid as specified; however, the assembly does not meet specified acoustical values
• Acoustical ceiling grid system to be installed with hangar wire suspended from metal deck (industry standard). If not allowed, additional costs will be incurred.
• All ceiling grid systems to be installed using exposed fasteners / pop rivets (industry standard). If not allowed, additional costs will be incurred.
• Ceramic wall tile at restroom as shown
• Interior painting
• Painting of building’s exposed structural supports only
• Masonry sealers
• Sealed concrete at floors as indicated
• Allowance for concrete joint fillers at sealed concrete floors

**Division 10 – Specialties**
• Overhead braced toilet partitions (not floor to ceiling) and urinal screens
• Restroom accessories as shown
• 3Form Magnetic Glass Marker Board; alternate for Claridge provided
• Lockers; allowance provided
• Wood benches in Locker Rooms
• Wall surface protection (FRP and Corner Guards) as shown
• Fire Extinguishers and Cabinets
• Exterior building signage – Assumed product specifications
• Interior building signage - Assumed product specifications

**Division 11 – Equipment**
• Loading dock levelers as specified
• Relocation costs for Owner Furnished Equipment Lifts
• Provide and Install Paint Booth; allowance provided

**Division 12 – Furnishings**
• Window treatments have been included at the exterior window openings in the following locations: Offices 164, 165, 166, 167, 168, 169, 170, 152, 154, 155, Meeting 157, Shop Supervisor 121, and Stores Office 102.

**Division 13 – Special Construction**
• Pre-Engineered Metal Building
  o Roof insulation
  o Exterior wall insulation
  o Standing Seam metal roofing, manufacturer’s standard colors only
  o PEMB based on American Manufacturing – including all metal wall panels
  o Metal wall panels, manufacturer’s standard colors only
  o Metal soffit panels, manufacturer’s standard colors only
  o Exterior liner panels at underside of wash bay
  o Interior liner panels at corridors (per supplementary information provided by PBA on 8-23-19)
  o Gutters and downspouts

**Division 14 – Conveyance**
• Not Used

**Division 21 – Fire Suppression**
• Design calculations per NFPA 13 standards
• Building wide, wet fire suppression system; see exclusions of Paint Booth and Wash Bay.
• Fire department connection at building
• We have not anticipated Seismic protection is required at this time

**Division 22 – Plumbing Systems**
• Furnish and install plumbing system as indicated
- Sand / Oil interceptor
- Compressed air piping to drop only
- Compressed air drops / ventilation at Paint Booth as indicated
- Cast Iron underslab sanitary pipe; voluntary alternate provided for cast iron in lieu of specified PVC
- Air compressor at Parks; allowance provided

**Division 23 – HVAC Systems**
- Furnish and install mechanical systems as indicated
- Clean duct protocol for sheetmetal duct
- Insulated ductwork
- Refrigerant piping as required
- Temperature controls
- Gas detection system as indicated
- Natural gas to meter located outside building (meter and site gas pipe is by Owner by direct contract with Gas provider)
- Testing, adjusting and balancing of the mechanical systems

**Division 26 – Electrical**
- Furnish and install electrical system as indicated
- Temporary power and lighting during construction
- Switchgear and power distribution
- Building and site lighting fixtures
- Lighting control
- Fire alarm system
- Fire Alarm cable installed in conduit
- Low voltage system (rough in only)
- Security system (rough in only)

**Division 27 – Communications**
- Communications systems by Owner (see Part 6)

**Division 28 – Electronic Safety & Security**
- Building electronic safety and security systems by Owner (see Part 6)

**Division 31 – Earthwork**
- Erosion control measures including erosion control maintenance as required
- Removal of erosion control measures upon project completion
- Tree protection per tree inventory, cannot guarantee tree survival for protected trees due to proximity of construction activities.
- Site demolition
- Site clearing and grubbing
- Overlot grading / rough grading
- Use of existing overburden soils for placement as compacted fill per soils report
- Building subgrade preparation at foundations and slabs on grade per structural documents
- Site subgrade preparation at site concrete and asphalt paving per civil documents
- Export materials as required
• Import 6” underslab gravel as indicated
• Finish grading to +/- 0.1 of subgrade
• Building structural excavation and backfill
• Site structural excavation and backfill

**Division 32 – Exterior Improvements**
• Asphalt paving as required
• Asphalt patch-back / T-patch at Yarrow Street
• Striping and signage
• Site concrete
• Site foundations (dumpster enclosure)
• Light pole bases
• Allowance for Landscaping and irrigation system
• Soil amendments (assumed 3 cuyd / 1,000 sf)
• MSE Retaining walls as indicated
• Cast In Place (CIP) Pond Walls; ROM pricing only, design is incomplete
• Cedar fencing
• Manually operated double swing vehicle gates
• Automated (Electric) Entry Gate, Loop, Card Access; allowance provided
• Allowance for Interior fencing
• Site amenities (benches and trash receptacle assumed)

**Division 33 – Utilities**
• General
• Pothole existing utilities
• Cross existing utilities
• Water Utilities
• Fire water tap
• Fire water service loop and main line service to building
• Fire hydrant assemblies
• Domestic water tap
• Domestic water service
• Sanitary Sewer Utilities
• Storm Sewer Utilities
• Roof drains connections and area inlets as indicated

**PART 6: Summary of Items Not Included in FCI’s Proposal which are Anticipated to be By Others:**
• Builders Risk Insurance
• Deductibles for Builder’s Risk, if required, to come out of contractor contingency
• FCI assumes use of owner’s water, natural gas and power at no cost to FCI throughout construction
• Gas line and meter to building
• Fees associated with tree mitigation
• As-built survey for use in title work (Alta survey)
• Geotechnical report costs
• Initial site survey
• Materials testing & inspections
• 3rd Party testing
• Dry utilities design fees, service fees or installation of dry utilities to on-site termination point (gas service, electrical service and phone/data service)
- Pot-holing for utilities not identified on construction documents
- Building testing, including blower door testing, if required
- Infrared thermography, if required
- Health department application / review fees, if required
- Clearing trees, shrubs at pond area
- Defibrillator units
- Reception Desk
- Welding Table in Fab 132
- Audio visual systems
- Dryer, hose reels and compressed air manifolds (identified as OPOI); allowance provided to provide and install air compressor.
- Vibration isolation on mechanical systems unless specifically indicated
- Providing and installing paint booth
- Public Safety DAS System
- Cellular DAS System (for enhancing cell phone use for building occupants)
- UPS systems
- Buck-Boost transformers or any device required to power owner provided equipment that isn’t compatible with new electrical system.
- Backbone / fiber cabling from service provider vault to building MDF
- Tele/Data cabling (aka “structured cabling”) and faceplates
- Tele/Data cabinets, racks, enclosures and servers
- Public address / paging systems
- Providing Wireless Access Point (WAP) devices
- Fiber and / or copper patch cords
- All Phone systems, including Al Phone system
- Building access control system
- Intrusion detection system
- Closed Circuit Television (CCTV) system including headend equipment
- Vending machines
- Interior plants
- Artwork

**PART 7: Summary of Items Specifically Excluded from FCI’s Proposal:**

- Colorado State Tax, including RTD and SCFD taxes
- City of Arvada Sales Taxes
- City of Arvada Use Taxes
- All Permit fees including, but not limited to, building permits and right-of-way permits
- Demolition of existing building(s)
- Demolition of asbestos containing materials (ACM) or other regulated building materials (RBM) during mass building demolition operations of existing facilities
- BIM Coordination / 3D Modeling
- Fire watch
- Soil stabilization
- Import of structural fill, on-site materials only
- AISC Certified fabrication or erection, to be performed “in accordance with AISC standards”
- Powder coated and / or stainless-steel handrails or guardrails
- High performance primers of any kind at structural steel or miscellaneous metals
- Architecturally Exposed Structural Steel (AESS)
- AWI / QCP certified shop for millwork, to be performed “in accordance with AWI standards”
• Plastic laminate edge banding for millwork
• Fluid applied weather barriers
• Sheet waterproofing of any kind with exception to that which is required behind natural stone masonry veneer
• Spray foam insulation
• Thermochromic glazing
• Laminated, colored glass
• Bullet resistant frames and glass
• Thermal batt insulation at ceilings
• Engineered, stamped shop drawings for metal stud framing
• Abuse resistant gypsum board
• Level 5 finish at drywall surfaces
• Concealed fasteners at ceiling grid moldings and trims for all grid systems
• Carpet tile flooring (not indicated)
• Moisture mitigation at flooring
• Custom color joint fillers at sealed concrete floors
• Grout sealers at wall tile
• Painting of exposed deck, insulation, conduits, cabling, mechanical equipment or ductwork
• Wayfinding / directional signage
• Recessed ceiling pockets for window shades
• Residential appliances; such as refrigerators, microwaves, or dishwashers
• Vehicle service equipment with exception to equipment identified in Division 11
• Monument signage
• Custom colors at PEMB standing seam roofs, metal wall panels (exterior and interior) and soffit panels. If required, additional costs will be incurred
• Dry pipe or chemical fire suppression systems
• Fire suppression in Paint Booth (see allowance)
• Dry Fire Suppression system, if needed, at Wash Bay (see allowance)
• Fire pump for fire suppression system. Pricing based on assumption that water pressure is adequate and will not require a pump to increase flow rates
• Domestic water booster pump
• Duct cleaning (we will be utilizing clean duct protocol on this project which omits the need for duct cleaning at project completion)
• Plumbing void system
• Seismic design / restraints
• Snow melt systems
• Cable tray
• Heat trace
• Free cable installation for Fire Alarm system; voluntary alternate provided for free cable installation in lieu of installed completely in conduit
• Fire alarm voice evacuation system (should not be required based on building type indicated on Code Plans)
• Fire alarm system integration with building security system and building access control system
• Electrical General Notes 6 & 7. Pricing based on scope indicated, not on “intent”.
• Lightning Protection
• Cathodic protection
• Electrical system circuit tracing & metering study
• Emergency generators
• Complying with any hazardous area locations per the NEC, except where specifically mentioned (Oil 105 and Parks Chemical 129). Assumes adequate air exchanges will be met to de-classify areas as hazardous locations. Explosion proof fixtures, fittings etc. are not included other than at areas specifically mentioned.
• Voice evacuation for Fire Alarm system
• Building perimeter drain system
• Dewatering
• Hazardous material handling or abatement
• Chemical subgrade stabilization
• Removal of trees not identified on tree mitigation plan
• Silt fencing (not indicated)
• Rock excavation and blasting
• Rotomilling or Asphalt patch (in excess of what has been indicated)
• Integrally colored or stained site concrete
• Temporary irrigation systems
• Import of topsoil
• One-year landscape maintenance
• Costs to replace trees
• Use of CLSM or “flow-fill” / “flash-fill” at on-site utilities
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<th>Activity Name</th>
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City of Arvada Parks & Fleet Facility

Allowances Included in the GMP REV 2 Estimate:
Allowances include costs for materials, tools, equipment, and labor as required for a complete and finished product.

- Haul-Off Unsuitable Materials / Overburden Soils From Building Demolition: $30,000
- Miscellaneous Metals: $5,000
- ADA Operator at Doors 150A & 150B: $7,000
- Concrete Joint filler at Sealed Concrete Floors: $10,000
- Single Tier Lockers with Digital Key Locks, Sloped Top, 4” Base: $6,300
- Provide and Install Paint Booth: $20,000
- Fire Sprinklers at Paint Booth: $3,500
- Fire Sprinkler Dry System at Wash Bay: $14,000
- New Compressor at Parks: $10,000
- Temporary Power / Relocation of Existing Supply: $10,000
- Landscaping: $50,000
- Landscape Irrigation System: $30,000
- Automated (Electric) Entry Gate, Loop, Card Access: $30,000
- Interior Fencing at Ammunition & Parks Storage: $10,000
- 8” Lowering of (2) Existing Waterlines at 24” RCP: $13,300
- Pond Walls (Per the accepted deductive voluntary Alternate #4 which has been credited to the GMP on the ‘Accepted Alternates’ line item on page 1 of the estimate): $60,000
AN AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND FCI CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGER SERVICES FOR THE PARKS AND FLEETS MAINTENANCE FACILITY IN AN AMOUNT NOT TO EXCEED $27,706.00

1.0 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, Colorado 80002 ("Arvada") and FCI Constructors, Inc. whose business address is 4015 Coriolis Way, Frederick, Colorado 80504 ("Contractor").

2.0 RECITALS AND PURPOSE.

2.1 On or about October 29, 2018, Arvada entered into an agreement with Powers Brown Architecture of Colorado, LLC for architectural services for the Parks Fleet Maintenance Facility ("Architect Agreement").

2.2 On or about April 12, 2019, Arvada issued Request for Proposal RFP-19-CM/GC Parks & Fleets Maintenance Facility seeking a Construction Manager/General Contractor ("RFP").

2.3 On or about March 7, 2019, Contractor submitted their Response to the RFP ("Response").

2.4 While the AIA Document A133-2009 (Exhibit 1) contemplates both the Construction Manager and General Contractor position, the current agreement is for only the Construction Manager phase of the project. Arvada will issue a solicitation for the General Contractor phase of the project when construction is to commence.

2.5 The Contract Manager Agreement is based upon negotiated terms using AIA Document A133-2009. The Contract Manager Agreement incorporated a number of exhibits, including portions of AIA Document A201-2017 that outlines the general conditions for the construction phase of the Project.

3.0 EXHIBITS.

1. AIA A133-2009 Contract Manager/General Contractor Agreement, including all exhibits and amendments;
2. AIA A201-2017 General Conditions of the Contract for Construction;
3. The RFP including all addendums and attachments;
4. Contractor's Proposal;
5. Contractor's Billable Labor Rates Sheet;
6. Contractor's Rental Equipment Rates Sheet; and
7. Change Orders, if any.
3.1 In the event any matter, term, provision, or condition that is the subject of this Master Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Master Agreement shall be first ascertained by reference to the Contract Documents and Exhibits in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents and Exhibits, Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4.0 COMMENCEMENT; SCOPE OF THE WORK; TERM.

4.1 This Agreement will become effective and binding on all parties upon Arvada’s execution of the Agreement, which will occur within a reasonable time following Arvada’s receipt of the executed Agreement from Contractor.

4.2 Contractor will furnish all material and services in accordance with and as detailed in the Contract Documents.

4.3 Contractor will commence the work required by the Contract Documents and Exhibits within 10 calendar days upon receiving the Notice to Proceed, subject to changes mutually agreed upon by Contractor and Arvada.

4.4 Performance requirements are contained in the Contract Documents.

5.0 COMPENSATION AND PAYMENT SCHEDULE.

5.1 For fully and satisfactorily performing the work described in the Contract Documents, Arvada agrees to pay Contractor an amount not to exceed $27,706.00 for the Preconstruction Fee portion, subject to such additions and deductions as may be agreed upon in writing and/or provided for in this Agreement. This amount does not include the Construction Services Fee.

5.2 The terms and conditions of payment are contained in the Contract Documents.

6.0 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of Arvada, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of 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.

7.0 RIGHT TO TERMINATE, CHANGE ORDER PROCESS, AND OTHER CONSTRUCTION REQUIREMENTS. The construction requirements and other details pertaining to the Project are contained in the Construction Documents.

8.0 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.

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

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

11.0 NOTICES. Any notice or notification 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 or parties. Such notice or
notification shall be deemed to have been given when deposited in the United States mail.

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

DATED this ___ day of ____________, 2019.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Don Wick
Don Wick, Director of Public Works
8101 Ralston Road
Arvada, CO 80002

ATTEST:

Kristen R. Reich, City Clerk
City Clerk
APPROVED AS TO FORM:

Rachel Morris, City Attorney

By:  Emily Gregg

FCI CONSTRUCTORS, INC.

Bryan Hemeyer

Bryan Hemeyer, Vice- President
4015 Coriolis Way
Frederick, CO 80504
Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of August in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Arvada
8101 Ralston Road
Arvada, CO 80002

and the Construction Manager:
(Name, legal status and address)

FCI Constructors, Inc.
4015 Coriolis Way
Frederick, CO 80504

for the following Project:
(Name and address or location)

Parks and Fleet Maintenance Facility
7800 W 62nd Avenue
Arvada, CO 80004

The Architect:
(Name, legal status and address)

Powers Brown Architecture of Colorado, LLC
1580 Lincoln Street, Suite 400
Denver, CO 80203

The Owner’s Designated Representative:
(Name, address and other information)

NV5, Inc.
2650 18th Street, Suite 202
Denver, CO 80211

The Construction Manager’s Designated Representative:
(Name, address and other information)

Brandon Ostmeyer
4015 Corolis Way

Exhibit 1

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
The Architect’s Designated Representative:

(Name, address and other information)

Bryant Mazzetti, AIA

Powers Brown Architecture

1580 Lincoln Street, Suite 400

Denver, CO 80203

The Owner and Construction Manager agree as follows.
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## EXHIBIT A  GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1  GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement or portions thereof that are expressly incorporated herein, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and agreed to by the Owner and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any conflicts, omissions, or discrepancies between the respective documents that constitute the Contract Documents, the Construction Manager shall secure written instructions from Owner or Owner’s Representative before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and Owner’s Representative and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.
§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation
The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s and Owner’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s and Owner’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and identify items that could affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; review and approval of submittals; ordering and delivery of products, including those that must be ordered well in advance of construction; weather days per NOAA; Contractor project buyout; and the occupancy requirements of the Owner. The Master Schedule shall be in a critical path method (CPM) format.

§ 2.1.4 Phased Construction
The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, operational requirements, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates
§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect’s review and Owner’s approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect’s review and the
Owner’s approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders’ interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect’s and Owner’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Owner and Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s Cost of the Work, including contingencies described in Section 2.2.4.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A complete list of all Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and contingency;
.4 A detailed critical-path-method schedule in accordance with Paragraph 3.10 of AIA Document A201-2017, including the Owner’s occupancy requirements, the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
.5 A date by which the Owner must accept the Guaranteed Maximum Price; and
.6 A list of allowances and a statement of their bases.
§ 2.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager’s exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.4.1 The Construction Manager’s contingency account is not available for overruns in general conditions, self-performed work, Owner increases in Allowances, or changes in the Scope of Work, including material or design changes.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Notwithstanding the foregoing, Owner has a tax exempt status for sales and use tax. All federal, state, and local taxes will be exempt on all materials permanently incorporated into the completed Project. All other taxes will be invoiced to Owner, and Owner may follow up on seeking tax rebates, as applicable.

§ 2.2.10 The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date established in the Guaranteed Maximum Price Amendment (the "Contract Time"), subject to adjustment as provided in the Contract Documents. Substantial Completion is defined in accordance with Paragraph 9.8.1 of the AIA Document A201-2017 as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, which shall include receipt of all applicable permits and approvals necessary to be deemed substantially complete, also defined as the date the Owner can operate the Project with a minimum of interference from the Construction Manager and only minor punch list items should remain to be completed, and Construction Manager shall have already provided all Project Record documents including, but not limited to, Operations and Maintenance Manuals and As-Built drawings to the Owner. Final Completion is defined as the date when all the Work under the Contract Documents has been fully performed and is acceptable to the Architect and Owner.

§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s obtaining official authorization from City Council of the acceptance of the Construction Manager’s Guaranteed Maximum Price proposal and the Owner’s issuance of a Notice to Proceed.
§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and the Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2017.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2017 shall apply to both the Preconstruction and Construction Phases.
ARTICLE 3  OWNER’S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner

§ 3.1.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 3.1.3 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. Except to the extent the Construction Manager knows, or in the exercise of reasonable care and diligence should know, of any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.2 Owner’s Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner reserves the right to change the designated representative at its sole discretion. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project that differ from those generally applicable to construction in the jurisdiction of the Project.

§ 3.3 Architect
The Owner has retained Powers Brown Architecture as the Architect. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.
ARTICLE 4  COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation
§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager’s Preconstruction Phase services described in Sections 2.1 and 2.2:

$27,706.00

§ 4.2 Payments
§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments for approved amounts are due and payable NET 30 days after Owner’s approval of the Construction Manager’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

8 % per annum

ARTICLE 5  COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Article 6 plus the Construction Services Fee.

§ 5.1.1 The Construction Services Fee:
For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager, in current funds, the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Service’s Fee determined as follows:

Shall be 3.60% Fee on the Actual Direct Cost
Shall be 3.60% Fee on the Actual Cost for Self-Performed Work

Direct Cost is defined as the actual cost of the subcontract amounts and materials including purchase orders that are incorporated into the Work. Direct Cost does not include any subsequent change order amounts, contingency, general conditions, fees, or any other costs which are not incorporated into the Work or any amounts that would cause the Guaranteed Maximum Price to be exceeded. The Fee and contingency are calculated as a percentage of the actual Direct Cost before adding general conditions. At the point the final GMP is established, the percentage fee will be calculated and converted to a lump sum construction services fee. The lump sum construction service fee shall be billed by Contractor on the basis of work completed per each monthly pay application.

General Conditions shall mean the cost of facilities and services necessary for the proper execution and completion of the Work which do not become a permanent part of the Work. At the point the final GMP is established, the General Conditions costs will be converted to a lump sum cost item.

§ 5.1.2 The method of adjustment of the Construction Service’s Fee for changes in the Work:

All Change Orders shall be calculated for actual costs plus a 3.60% Construction Services fee subject to paragraph 5.1.1 above and in accordance with Article 7 of AIA Document 201-2017.

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Unit prices shall be identified in the final GMP document.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the difference (a/k/a savings) shall be 70% to Owner and 30% to the Construction Manager.

§ 5.2.1.1 Performance Measures required:

- Contractor is required to provide weekly update of schedule that includes the following four weeks.
- Contract is required to provide monthly update of the Master Schedule for the entire Project.
- Contractor is required to complete the full project within budget identified by the GMP inclusive of Contractor’s contingency, however, not including Owner driven change orders, permit review driven changes to scope, or force majeure.
- Contractor is required to complete the full project within final adopted and approved Master Schedule.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2017, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work except in the case of deletions to the Work. The Owner shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work if it is a deletion in the general scope of the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3 of AIA Document A201–2017 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2017 shall have the meanings assigned to them in AIA Document A201–2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Service’s Fee as defined in Section 5.1 of this Agreement.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project
except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, pursuant to this Agreement, the Construction Manager shall obtain this approval from the Owner in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs
§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.  
(Paragraph deleted)

§ 6.2.3 With Owner’s prior written approval, wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

(Paragraphs deleted)

§ 6.3 Subcontract Costs
§ 6.3.1 Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. The Construction Manager shall not, directly or indirectly, enter into any contract purchase order or other agreement ("Arrangement") in connection with the Work with: (a) any individual related by affinity or consanguinity within the third degree to any individual who is an owner or employee of the Construction Manager; or (b) any entity that controls, is controlled by, or is under common control with the Construction Manager (each a "Related Party"), unless such Arrangement has been approved in writing by the Owner, after full disclosure in writing by the Construction Manager to the Owner of such affiliation or relationship and all details relating to the proposed Arrangement. The term "control", as used in the immediately preceding sentence, means, with respect to a corporation or a limited liability company, the right to exercise, directly or indirectly, 50% or more of the voting rights attributable to that corporation or limited liability company and, with respect to any individual, partnership trust, association, or other entity, the power, directly or indirectly, to direct or cause the direction of management or policies of the controlled person or entity, through voting rights, contractual rights, or otherwise.

§ 6.3.2 The Construction Manager’s subcontract and purchase order forms shall provide that the Subcontractor shall perform its portion of the Work subject to all applicable provisions of this Agreement and the Contract Documents.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold and documented by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the Construction Manager at the site and costs of transportation, installation,
minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval.

§ 6.5.2.1 All losses resulting from lost, damaged, or stolen tools and equipment, whether rented or owned by Construction Manager, shall be the sole responsibility of the Construction Manager, and not the Owner, and the costs of such losses shall not be reimbursable under this Agreement.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, not to exceed ten cents ($0.10) per copy or print, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

(Paragraph deleted)

§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. Notwithstanding the foregoing, the Owner has a tax exempt status for sales and use tax. All federal, state, and local taxes will be exempt on all materials permanently incorporated into the completed Project. All other taxes will be invoiced to Owner, and Owner may follow up on seeking tax rebates as applicable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2017 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.

(Paragraphs deleted)

§ 6.7 Other Costs and Emergencies
§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, subject to Section 10.4 of AIA Document A201–2017.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and/or its agents and subcontractors, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be expressly identified in the Guaranteed Maximum Price and included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other...
Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed
§ 6.8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
.2 Expenses of the Construction Manager’s principal office and offices other than the site office;
.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
.4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors, Sub-contractors, and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds
§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions
§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records
The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall
preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7  PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 7.1.3 Provided that an Application for Payment is received by the Architect and Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than 30 days after the Architect's certification of payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Owner-approved schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2017;

2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

3. Add the Construction Services Fee, less retainage of five percent (5%). The Construction Services Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Services Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

4. Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;
.5 Subtract the aggregate of previous payments made by the Owner;
.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2017.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. In any event retainage amounts shall follow applicable Colorado statutes.

§ 7.1.9 Except with the Owner’s prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager’s Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment
§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when
.1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
.3 a final Certificate for Payment has been issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made in accordance with C.R.S. § 38-26-107 and after the issuance and Owner approval of the Architect’s final Certificate for Payment. Without limiting the generality of the above, the Owner’s approval shall be subject to the following requirements:

a. Achievement of Final Completion, including but not limited to, receipt of a Certificate of Occupancy and a Certificate of Substantial Completion.
b. Owner’s receipt and approval of a final Change Order establishing the final Contract Sum and such Change Order shall include a detailed final accounting of all contingencies, allowances, savings, and costs.
c. Owner’s receipt of written assignment by all Subcontractors and suppliers of material and equipment of all warranties and guarantees.
d. Owner’s receipt of any operating and maintenance manual issued by any manufacturer and /or supplier.
e. Owner’s receipt of Contract drawings redlined to show all changes.
f. Owner’s receipt of conditional written releases of all claims, demands, and/or liens against the Project, signed by each Subcontractor, supplier and materialman who performed labor or furnished materials in connection with the Work. If any Subcontractors or material or equipment supplier refused to furnish a release or waiver, the Construction Manager shall furnish a bond satisfactory to the Owner to indemnify Owner against any such possible claim, demand, or lien.
g. Owner’s receipt of all deliverables as specified in the Project Specifications and Contract Documents.
h. If required by Owner, Owner’s receipt of other data establishing payment or satisfaction of all such obligations.
i. Owner receipt of all keys issued to Construction Manager and Subcontractors.
j. Owner’s receipt of all commissioning and equipment start-up reports as required by the Contract Documents.

The amount of the final payment shall be calculated as follows:
§ 7.2.2 The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2107.)

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limit of Liability</th>
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| Commercial General Liability                           | Each occurrence $1,000,000.00  
AGGREGATE $2,000,000.00 |
| Workers’ Compensation and Employer’s Liability        | $500,000.00        |
| Automobile Liability                                   | $1,000,000.00      |
| Umbrella Liability                                     | $5,000,000.00      |
| Builder’s Risk or Course of Construction               | City will obtain Builder’s Risk insurance and the General Contractor will pay the premium of not to exceed $5,000.00 |
| Professional Liability                                | $1,000,000.00      |

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s final accounting, the procedures for resolution shall be as set forth in this Article 9.
Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ X ] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 10   TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.
§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 Owner is prohibited by Article XI, Section 1 of the Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in this Agreement or any exhibit thereto to the contrary, Owner does not indemnify the Construction Manager or anyone else under this Agreement.

§ 11.5.2 The Construction Manager agrees to record all as-built information on the final permit set of construction documents at the jobsite. At the completion of the Project, the Construction Manager will turn over to the Architect all notes of locations or details which differ from the original Construction Documents or from written modifications.

§ 11.5.2.1 The As-Built Drawing Set

Contractor shall keep and make available in both electronic and hard copy formats full sized sets of drawings comprised of every sheet that was part of the ISSUED FOR CONSTRUCTION set of drawings.

All sheets that did NOT get revised during construction shall be stamped - CONSTRUCTED AS DESIGNED - with ½ inch red letters. All sheets that did get revised during construction shall be "red-lined".
Each submitted As-Built set of drawings shall be accompanied by a letter of certification as to the accuracy of the information.

§ 11.5.2.2 Electronic As-builts

Electronic as-builts utilizing Bluebeam software to create redlines shall be sufficient to satisfy electronic as-builts provided that the format is clearly legible and capable of being opened without needing to obtain licenses for special software.

§ 11.5.3 The Construction Manager agrees to apply for all building and fire department permits and to aid the Owner in coordinating with the building department and other governmental approving authorities for the release of all construction permits. The Construction Manager also agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The completion date of the Work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. The Construction Manager shall obtain all required permits for the project.

§ 11.5.4 It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Owner and Construction Manager and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of Owner and the Construction Manager that any person other than Owner or Construction Manager receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

§ 11.5.5 Construction Manager and Owner hereby represent that Construction Manager is an independent contractor for all purposes hereunder. As such, Construction Manager is not covered by any workers’ compensation insurance or any other insurance maintained by Owner except as would apply to members of the general public. Construction Manager shall not create any indebtedness on behalf of Owner.

§ 11.5.6 Construction Manager agrees to investigate, defend, indemnify and hold harmless (including court costs and attorney fees) Owner, its officers, employees, and insurers, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, alleged personal injury claims and/or death claims, or property damage claims, or errors and omissions, which arise out of or are in any manner connected with this contract, but only to the extent such injury, loss, or damage is caused by, the act, omission, negligence or other fault of Construction Manager, any employees of Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Nothing herein is intended to constitute a covenant, promise, or agreement to defend, indemnify, and hold harmless Owner from any liability or damages caused by or attributable to Owner’s own negligence, or the negligence of any of its officers, employees, anyone employed by them or anyone for whose acts any of them may be liable, nor is anything herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Owner by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., (as it may from time to time be amended).

§ 11.5.7 Nothing contained in this Agreement 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.

§ 11.5.8 Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, accidents, or orders of military authorities.

§ 11.5.9 To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

A. Construction Manager shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Construction Manager that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Construction Manager confirms the employment eligibility of all employees who are hired for employment to perform work under this public contract for services through participation in either the E-Verify
Program or Department Program (the "Program").

B. Construction Manager is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. If Construction Manager obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Construction Manager shall be required to:

   (i). Notify the subcontractor and Owner within three (3) days that Construction Manager has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Construction Manager shall not terminate the subcontract if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Construction Manager shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.

E. Any provision of this Agreement to the contrary notwithstanding, if Construction Manager violates any provision of this Section 10.5.9, Owner may terminate this Agreement, without breach or default by Owner, and Construction Manager shall be liable for actual and consequential damages to Owner arising out of such violation.

F. Construction Manager represents that, prior to executing this Agreement, Construction Manager has certified that at the time of the certification, Construction Manager does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Construction Manager will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are hired for employment to perform work under this public contract for services. By execution of this Agreement, Construction Manager shall be deemed to have renewed such certification.

G. Construction Manager acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

§ 11.5.10 Financial obligations of Owner, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by Owner’s City Council for the City of Owner. Owner’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 Owner within the meaning of Article X, Section 20 of the Colorado Constitution.

§ 11.5.11 The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

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

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

§ 11.5.14 Construction Manager represents and affirms that the signature page hereof accurately states the full legal name of Construction Manager (whether as a corporation, partnership, limited liability company, sole proprietorship,
§ 11.5.15 The Owner and Construction Manager acknowledge that should the Construction Manager not achieve Substantial Completion within the Contract Time, the Owner’s damages for late completion would be extremely difficult, if not impossible to calculate. Therefore, should the Construction Manager not achieve Substantial Completion within the Contract Time, the Construction Manager shall pay the Owner the amount of $1,500.00 per each working day that the Construction Manager’s performance of the Work exceeds the Contract Time. Such payment shall be made as liquidated damages and not as a penalty for late performance, and shall be the Owner’s exclusive remedy for such damages.

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

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

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

§ 11.5.19 Compliance with all laws. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

§ 11.5.20 Preferences in employment of Colorado labor. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 et seq., as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 et seq., as amended.
c. Such information shall be made available to Owner upon request.
ARTICLE 12   SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

Request for Proposals
Response
FCI Billable Labor Rates Sheet
FCI Rental Equipment Rates Sheet

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Don Wick, Director of Public Works City of Arvada
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Bryan Hemeyer, Vice President   FCI Constructors
(Printed name and title)
Additions and Deletions Report for
AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:25 ET on 08/29/2019.

PAGE 1

AGREEMENT made as of the day of August in the year 2019

... City of Arvada 8101 Ralston Road Arvada, CO 80002...

... FCI Constructors, Inc. 4015 Coriolis Way Frederick, CO 80504...

... Parks and Fleet Maintenance Facility 7800 W 62nd Avenue Arvada, CO 80004...

... Powers Brown Architecture of Colorado, LLC 1580 Lincoln Street, Suite 400 Denver, CO 80203...

... NV5, Inc. 2650 18th Street, Suite 202 Denver, CO 80211...

... Brandon Ostmeyer 4015 Corolis Way Frederick, CO 80504

PAGE 2

Bryant Mazzetti, AIA
Powers Brown Architecture
1580 Lincoln Street, Suite 400
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, Agreement or portions thereof that are expressly incorporated herein, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and agreed to by the Owner and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any conflicts, omissions, or discrepancies between the respective documents that constitute the Contract Documents, the Construction Manager shall secure written instructions from Owner or Owner’s Representative before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

... The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and Owner’s Representative and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

PAGE 4

For the Preconstruction Phase, AIA Document A201™–2007, A201™–2017, General Conditions of the Contract for Construction, as modified by the Parties and attached hereto, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 A201–2017 shall mean the Construction Manager.

... § 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s and Owner’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s and Owner’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and identify items that could affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; Subcontractor: review and approval of submittals; ordering and delivery of products, including those that must be ordered well in advance of construction; weather days per NOAA; Contractor project buyout; and the occupancy requirements of the Owner. The Master Schedule shall be in a critical path method (CPM) format.

... The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, operational requirements, provisions for temporary facilities and procurement and construction scheduling issues.
§ 2.1.7 The Construction Manager shall prepare, for the Architect’s and Owner’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Owner and Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager’s Fee.

1. A complete list of all Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager’s Fee and contingency;

4. A detailed critical-path-method schedule in accordance with Paragraph 3.10 of AIA Document A201-2017, including the Owner’s occupancy requirements, the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

5. A date by which the Owner must accept the Guaranteed Maximum Price.

6. A list of allowances and a statement of their bases.

§ 2.2.4.1 The Construction Manager’s contingency account is not available for overruns in general conditions, self-performed work, Owner increases in Allowances, or changes in the Scope of Work, including material or design changes.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Notwithstanding the foregoing, Owner has a tax exempt status for sales and use tax. All federal, state, and local taxes will be exempt on all materials permanently incorporated into the completed Project. All other taxes will be invoiced to Owner, and Owner may follow up on seeking tax rebates, as applicable.
§ 2.2.10 The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date established in the Guaranteed Maximum Price Amendment (the "Contract Time"), subject to adjustment as provided in the Contract Documents. Substantial Completion is defined in accordance with Paragraph 9.8.1 of the AIA Document A201-2017 as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, which shall include receipt of all applicable permits and approvals necessary to be deemed substantially complete, also defined as the date the Owner can operate the Project with a minimum of interference from the Construction Manager and only minor punch list items should remain to be completed, and Construction Manager shall have already provided all Project Record documents including, but not limited to, Operations and Maintenance Manuals and As-Built drawings to the Owner. Final Completion is defined as the date when all the Work under the Contract Documents has been fully performed and is acceptable to the Architect and Owner.

...§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s obtaining official authorization from City Council of the acceptance of the Construction Manager’s Guaranteed Maximum Price proposal and the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

...§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007, A201–2017.

...Section 3.12.10 of A201–2007, A201–2017 shall apply to both the Preconstruction and Construction Phases.

...Section 10.3 of A201–2007, A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern...
§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality. 

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. Except to the extent the Construction Manager knows, or in the exercise of reasonable care and diligence should know, of any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 3.1.3.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
§ 3.1.3.2 The Owner shall furnish surveys describing physical characteristics upon request, legal limitations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, and other improvements and trees. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.3.3 The Owner, when such services are reasonable and requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, soil compaction studies including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.3.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner reserves the right to change the designated representative at its sole discretion. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests; determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project that differ from those generally applicable to construction in the jurisdiction of the Project.

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner has retained Powers Brown Architecture as the Architect. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

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(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$27,706.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (____) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager’s personnel providing Preconstruction Phase services on the Project and the Construction Manager’s costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

...
shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

—%—8 % per annum

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Services Fee.

§ 5.1.1 The Construction Manager’s Services Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.) For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager, in current funds, the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Service’s Fee determined as follows:

- Shall be 3.60% Fee on the Actual Direct Cost
- Shall be 3.60% Fee on the Actual Cost for Self-Performed Work

Direct Cost is defined as the actual cost of the subcontract amounts and materials including purchase orders that are incorporated into the Work. Direct Cost does not include any subsequent change order amounts, contingency, general conditions, fees, or any other costs which are not incorporated into the Work or any amounts that would cause the Guaranteed Maximum Price to be exceeded. The Fee and contingency are calculated as a percentage of the actual Direct Cost before adding general conditions. At the point the final GMP is established, the percentage fee will be calculated and converted to a lump sum construction services fee. The lump sum construction service fee shall be billed by Contractor on the basis of work completed per each monthly pay application.

General Conditions shall mean the cost of facilities and services necessary for the proper execution and completion of the Work which do not become a permanent part of the Work. At the point the final GMP is established, the General Conditions costs will be converted to a lump sum cost item.

§ 5.1.2 The method of adjustment of the Construction Manager’s Service’s Fee for changes in the Work:

All Change Orders shall be calculated for actual costs plus a 3.60% Construction Services fee subject to paragraph 5.1.1 above and in accordance with Article 7 of AIA Document 201-2017.

... Pursuant to Article 7 of AIA Document 201-2017...

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project. Unit prices shall be identified in the final GMP document.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price, state the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

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(Insert specific provisions if the Construction Manager is to participate in any savings.)

To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the difference (a/k/a savings) shall be 70% to Owner and 30% to the Construction Manager.

§ 5.2.1.1 Performance Measures required:
• Contractor is required to provide weekly update of schedule that includes the following four weeks.
• Contractor is required to provide monthly update of the Master Schedule for the entire Project.
• Contractor is required to complete the full project within budget identified by the GMP inclusive of Contractor’s contingency, however, not including Owner driven change orders, permit review driven changes to scope, or force majeure.
• Contractor is required to complete the full project within final adopted and approved Master Schedule.

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, A201–2017, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work except in the case of deletions to the Work. The Owner shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work if it is a deletion in the general scope of the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, A201–2017, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007, A201–2017 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007, A201–2017 shall have the meanings assigned to them in AIA Document A201–2007, A201–2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007, A201–2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager’s Service’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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§ 6.1.2 Where any cost is subject to the Owner’s prior approval, pursuant to this Agreement, the Construction Manager shall obtain this approval from the Owner in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

... (If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages: With Owner’s prior written approval, wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior approval.

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.3.1 Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. The Construction Manager shall not, directly or indirectly, enter into any contract purchase order or other agreement ("Arrangement") in connection with the Work with: (a) any individual related by affinity or consanguinity within the third degree to any individual who is an owner or employee of the Construction Manager; or (b) any entity that controls, is controlled by, or is under common control with the Construction Manager (each a "Related Party"), unless such Arrangement has been approved in writing by the Owner, after full disclosure in writing by the Construction Manager to the Owner of such affiliation or relationship and all details relating to the proposed Arrangement. The term "control", as used in the immediately preceding sentence, means, with respect to a corporation or a limited liability company, the right to exercise, directly or indirectly, 50% or more of the voting rights attributable to that corporation or limited liability company and, with respect to any individual, partnership trust, association, or other entity, the power, directly or indirectly, to direct or cause the direction of management or policies of the controlled person or entity, through voting rights, contractual rights, or otherwise.

§ 6.3.2 The Construction Manager’s subcontract and purchase order forms shall provide that the Subcontractor shall perform its portion of the Work subject to all applicable provisions of this Agreement and the Contract Documents.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold and documented by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5.2.1 All losses resulting from lost, damaged, or stolen tools and equipment, whether rented or owned by Construction Manager, shall be the sole responsibility of the Construction Manager, and not the Owner, and the costs of such losses shall not be reimbursable under this Agreement.

§ 6.5.4 Costs of document reproductions, not to exceed ten cents ($0.10) per copy or print, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. Notwithstanding the foregoing, the Owner has a tax exempt status for sales and use
... All federal, state, and local taxes will be exempt on all materials permanently incorporated into the completed Project. All other taxes will be invoiced to Owner, and Owner may follow up on seeking tax rebates as applicable.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents, the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents, and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner’s consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager’s Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.7 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner’s prior approval, expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in subject to Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and/or its agents and subcontractors, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be expressly identified in the Guaranteed Maximum Price and included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

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.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors, Sub-contractors, and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

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N/A

§ 7.1.3 Provided that an Application for Payment is received by the Architect and Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect, Architect or Owner, shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

... .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Owner-approved schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007; A201–2017;

... .3 Add the Construction Manager’s Services Fee, less retainage of five percent (5%). The Construction Manager’s Services Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager’s Services Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

... .4 Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;

PAGE 15 .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007; A201–2017.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. In any event retainage amounts shall follow applicable Colorado statutes.

... .1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

... The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance in accordance with C.R.S. § 38-26-107 and after the issuance and Owner approval of the Architect’s final Certificate for...
Payment, or as follows: Payment. Without limiting the generality of the above, the Owner’s approval shall be subject to the following requirements:

a. Achievement of Final Completion, including but not limited to, receipt of a Certificate of Occupancy and a Certificate of Substantial Completion.

b. Owner’s receipt and approval of a final Change Order establishing the Final Contract Sum and such Change Order shall include a detailed final accounting of all contingencies, allowances, savings, and costs.

c. Owner’s receipt of written assignment by all Subcontractors and suppliers of material and equipment of all warranties and guarantees.

de. Owner’s receipt of any operating and maintenance manual issued by any manufacturer and/or supplier.

d. Owner’s receipt of Contract drawings redlined to show all changes.

e. Owner’s receipt of conditional written releases of all claims, demands, and/or liens against the Project, signed by each Subcontractor, supplier and materialman who performed labor or furnished materials in connection with the Work. If any Subcontractors or material or equipment supplier refused to furnish a release or waiver, the Construction Manager shall furnish a bond satisfactory to the Owner to indemnify Owner against any such possible claim, demand, or lien.

f. Owner’s receipt of all deliverables as specified in the Project Specifications and Contract Documents.

h. If required by Owner, Owner’s receipt of other data establishing payment or satisfaction of all such obligations.

i. Owner’s receipt of all keys issued to Construction Manager and Subcontractors.

j. Owner’s receipt of all commissioning and equipment start-up reports as required by the Contract Documents.

The amount of the final payment shall be calculated as follows:

A. Take the sum of the Cost of the Work substantiated by the Construction Manager’s final accounting and the Construction Manager’s Fee, but not more than the Guaranteed Maximum Price.

B. Subtract amounts, if any, for which the Owner withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of AIA Document A201-2017, or other provisions of the Contract Documents.

C. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner immediately upon demand by the Owner.

§ 7.2.2 The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007, A201–2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007, A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007, A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007, A201–2017. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, A201–2017.)
Type of Insurance or Bond | Limit of Liability or Bond Amount ($0.00) (Liability)
--- | ---
Commercial General Liability | Each occurrence $1,000,000.00
Workers’ Compensation and Employer’s Liability | Aggregate $2,000,000.00
Automobile Liability | $500,000.00
Umbrella Liability | $1,000,000.00
Builder’s Risk or Course of Construction | $5,000,000.00
Professional Liability | City will obtain Builder’s Risk insurance and the General Contractor will pay the premium of not to exceed $5,000.00 $1,000,000.00

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007, A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, A201–2017, the method of binding dispute resolution shall be as follows:

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[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[ X ] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

... If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2002, A201–2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.
Section 1.5 of A201–2007, A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law and Venue
Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.
This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5.1 Owner is prohibited by Article XI, Section 1 of the Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in this Agreement or any exhibit thereto to the contrary, Owner does not indemnify the Construction Manager or anyone else under this Agreement.

§ 11.5.2 The Construction Manager agrees to record all as-built information on the final permit set of construction documents at the jobsite. At the completion of the Project, the Construction Manager will turn over to the Architect all notes of locations or details which differ from the original Construction Documents or from written modifications.

§ 11.5.2.1 The As-Built Drawing Set

Contractor shall keep and make available in both electronic and hard copy formats full sized sets of drawings comprised of every sheet that was part of the ISSUED FOR CONSTRUCTION set of drawings.

All sheets that did NOT get revised during construction shall be stamped - CONSTRUCTED AS DESIGNED - with ½ inch red letters. All sheets that did get revised during construction shall be "red-lined".

Each submitted As-Built set of drawings shall be accompanied by a letter of certification as to the accuracy of the information.

§ 11.5.2.2 Electronic As-builts

Electronic as-builts utilizing Bluebeam software to create redlines shall be sufficient to satisfy electronic as-builts provided that the format is clearly legible and capable of being opened without needing to obtain licenses for special software.

§ 11.5.3 The Construction Manager agrees to apply for all building and fire department permits and to aid the Owner in coordinating with the building department and other governmental approving authorities for the release of all construction permits. The Construction Manager also agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The completion date of the Work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. The Construction Manager shall obtain all required permits for the project.

§ 11.5.4 It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Owner and Construction Manager and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of Owner and the Construction Manager that any person other than Owner...
or Construction Manager receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

§ 11.5.5 Construction Manager and Owner hereby represent that Construction Manager is an independent contractor for all purposes hereunder. As such, Construction Manager is not covered by any workers’ compensation insurance or any other insurance maintained by Owner except as would apply to members of the general public. Construction Manager shall not create any indebtedness on behalf of Owner.

§ 11.5.6 Construction Manager agrees to investigate, defend, indemnify and hold harmless (including court costs and attorney fees) Owner, its officers, employees, and insurers, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, alleged personal injury claims and/or death claims, or property damage claims, or errors and omissions, which arise out of or are in any manner connected with this contract, but only to the extent such injury, loss, or damage is caused by, the act, omission, negligence or other fault of Construction Manager, any employees of Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Nothing herein is intended to constitute a covenant, promise, or agreement to defend, indemnify, and hold harmless Owner from any liability or damages caused by or attributable to Owner’s own negligence, or the negligence of any of its officers, employees, anyone employed by them or anyone for whose acts any of them may be liable, nor is anything herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Owner by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., (as it may from time to time be amended).

§ 11.5.7 Nothing contained in this Agreement 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.

§ 11.5.8 Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, accidents, or orders of military authorities.

§ 11.5.9 To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

A. Construction Manager shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Construction Manager that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Construction Manager confirms the employment eligibility of all employees who are hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").

B. Construction Manager is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. If Construction Manager obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Construction Manager shall be required to:

   (i). Notify the subcontractor and Owner within three (3) days that Construction Manager has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Construction Manager shall not terminate the subcontract if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Construction Manager shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.
E. Any provision of this Agreement to the contrary notwithstanding, if Construction Manager violates any provision of this Section 10.5.9, Owner may terminate this Agreement, without breach or default by Owner, and Construction Manager shall be liable for actual and consequential damages to Owner arising out of such violation.

F. Construction Manager represents that, prior to executing this Agreement, Construction Manager has certified that at the time of the certification, Construction Manager does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Construction Manager will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are hired for employment to perform work under this public contract for services. By execution of this Agreement, Construction Manager shall be deemed to have renewed such certification.

G. Construction Manager acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(1) (as amended).

§ 11.5.10 Financial obligations of Owner, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by Owner’s City Council for the City of Owner. Owner’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 Owner within the meaning of Article X, Section 20 of the Colorado Constitution.

§ 11.5.11 The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

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

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

§ 11.5.14 Construction Manager represents and affirms that the signature page hereof accurately states the full legal name of Construction Manager (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Construction Manager, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Construction Manager, in accord 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.

§ 11.5.15 The Owner and Construction Manager acknowledge that should the Construction Manager not achieve Substantial Completion within the Contract Time, the Owner’s damages for late completion would be extremely difficult, if not impossible to calculate. Therefore, should the Construction Manager not achieve Substantial Completion within the Contract Time, the Construction Manager shall pay the Owner the amount of $1,500.00 per each working day that the Construction Manager’s performance of the Work exceeds the Contract Time. Such payment shall be made as liquidated damages and not as a penalty for late performance, and shall be the Owner’s exclusive remedy for such damages.

§ 11.5.16 No opinion of counsel letters. Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.
§ 11.5.17 Confidential documents. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Commingling 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 as confidential are insufficient as a matter of law. See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District, 880 P.2d 160 (Colo. App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 et seq. and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor’s objection.

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

§ 11.5.19 Compliance with all laws. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

§ 11.5.20 Preferences in employment of Colorado labor. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 et seq., as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

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

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

c. Such information shall be made available to Owner upon request.

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.2 AIA Document A201–2007, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 .3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Request for Proposals
Response
FCI Billable Labor Rates Sheet
FCI Rental Equipment Rates Sheet

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Don Wick, Director of Public Works City of Arvada
Bryan Hemeyer, Vice President FCI Constructors
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:25 ET on 08/29/2019 under Order No. 3675506794 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Toni Riebschlager

(Title) Law Office Administrator

(Dated)
for the following PROJECT:
(Name and location or address)

Parks & Fleet Maintenance Facility
7800 W. 62nd Avenue.
Arvada, CO

THE OWNER:
(Name, legal status and address)
City of Arvada
8101 Ralston Road
Arvada, CO 80002

THE ARCHITECT:
(Name, legal status and address)
Powers Brown Architecture of Colorado, LLC
1580 Lincoln Street, Suite 400
Denver, CO 80203

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3 CONTRACTOR
4 ARCHITECT
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12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text. This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.
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ARTICLE 1   GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract
The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.
§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority: (1) Modification to the Contract; (2) The Contract; (3) Special Conditions; (4) General Conditions. In the event of any ambiguity between the drawings and specifications, Contractor shall secure the written instruction from Owner and Architect before proceeding with the performance of the Work.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Site
The term Site refers to that portion of the property on which the Work is to be performed or which has been otherwise set aside for use by the Contractor.

**ARTICLE 2 OWNER**

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the Site, and the Owner’s interest therein.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may, without prejudice to other remedies the Owner may have, issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner, or such shorter time as may be reasonable under the circumstances, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s
additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Architect in the Architect’s administration of the Contract or representations made by the Architect in the Design Documents.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 By executing the Contract, the Contractor expressly represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site is familiar with local conditions under which the Work is to be performed, has correlated personal observations with requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 The Contractor must carefully study and compare the Contract Documents amongst themselves and further compare the Contract Documents with any other information furnished by the Owner pursuant to Section 2.3.4 before commencing Work at the Site and at frequent intervals during its progress. The Contractor must take field measurements and verify Site conditions, and must carefully compare such field measurements and Contract Documents before ordering any material or doing any Work at the Site.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. Contractor must make frequent inspections during the progress of the Work to confirm that the Work is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and industry standards applicable to the Work. If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or building code inspectors or in accordance with any orders by code, the Contractor must promptly notify the Owner and the Architect of this non-compliance as provided in Section 3.2.5 and request direction before proceeding with the affected Work.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Article 3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Article 3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities, or code violations discovered as a result of the Contractor’s review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to its review of the Site and physical data and Site conditions observed.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes, as defined in Section 7.4, in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 Substitutions are changes in materials, equipment, or other requirements of the Contract Documents.

§ 3.4.2.2 In making Substitutions, the Contractor assumes responsibility for any changes in systems or for modifications required in adjacent or related work to accommodate such Substitution, despite the Owner’s approval, and all costs arising from the approval shall be the responsibility of the Contractor. None of the extra costs resulting from such approval shall devolve upon the Owner or the Architect. The Contractor shall be responsible for obtaining from the Architect the amount of any redesign or review costs so that the entire value of the change can be evaluated prior to acceptance of the Substitution. The Architect will be responsible for all architectural or engineering revisions to the Drawings and shall be reimbursed by the Contractor for the costs of effecting such revisions.

§ 3.4.2.3 In making request for Substitutions, the Contractor shall list the particular system, product, or material for which a substitution is requested and the justification for such a request. Requests submitted shall include any and all adjustments required by the substitution and any other Work affected thereby. The Owner or Architect may reject a substitution for material reasons or rejections may be based on aesthetics for which the Owner shall be the sole judge.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security, or drug/alcohol testing.
requirements by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the Site.

§ 3.5 Warranty
§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of non-conforming Work pursuant to Article 12.

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Notwithstanding the foregoing the City of Arvada has a tax exempt status for sales and use tax. All materials permanently incorporated into the completed Project will be exempt from federal, state, and local taxes.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice,
the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent must provide his or her email address and cell phone number to Owner and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor’s Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s approval a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) critical path schedule; (3) an apportionment of the Work by construction activity; and (4) the time required for completion of each portion of the Work ("Master Schedule"). The Master Schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The Contractor shall revise and update a construction schedule on a weekly basis ("Current Construction Schedule"), if not more frequently at the Contractor’s discretion, to be submitted to the Owner on a weekly basis. The updated and revised Master Schedule shall be submitted to the Owner with each Application for Payment.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner’s and Architect’s approval. The Owner’s and Architect’s approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules approved by the Owner and Architect. Critical path items will be completed in strict accordance with the most recent schedule. In the event that Contractor fails to keep critical path items in strict accordance with the most recent schedules, Owner may make a Claim pursuant to Article 12 or Owner may require Contractor to provide and follow a Recovery Schedule in order to bring all critical path items into strict accordance with the most recent schedules. Costs incurred with regard to complying with a required Recovery Schedule shall be at Contractor’s sole expense.

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, Current Construction Schedule, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor must provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any correction of the Work caused by Contractor’s failure to obtain approval of a submittal, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the
deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect’s approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect’s approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor’s design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site
The Contractor shall confine operations at the Site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment. The Contractor will conduct its operations in accordance with all applicable laws, statutes, ordinance, codes, rules and regulations at all times.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract on a daily basis. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus materials from and about the Project.
§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under the Contract Documents by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under the Contract Documents shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4  ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, unless another party is designated by the Owner, and will be an Owner’s representative during construction until the date the Architect approves the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the Site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.
§ 4.2.3 On the basis of the Site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications
The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
§ 4.2.12 Interpreting and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall update this list throughout the Project and keep Owner and the Architect advised of any Subcontractors employed.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor met all criteria set forth in the Contract Documents and was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor understands and agrees that the Contractor alone is responsible to the Owner for all of the Work under the Contract and that any review of Subcontractors or Sub-subcontractors by the Owner or Architect will not in any way make the Owner responsible to any Subcontractor or Sub-subcontractor or make the Owner responsible for or otherwise act as a waiver of any rights or remedies related to or arising out of the actions or omissions of any Subcontractor or Sub-subcontractor.
§ 5.3 Subcontractual Relations
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
.
1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and per AIA-A133 only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
.
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts
§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

(Paragraph deleted)
§ 6.2 Mutual Responsibility
§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up
If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7   CHANGES IN THE WORK
§ 7.1 General
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
  .1 The change in the Work;
  .2 The amount of the adjustment, if any, in the Contract Sum; and
  .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Unless otherwise expressly stated in the Change Order, Contractor waives and releases any and all rights to claim additional time or money for Work to be performed under the Change Order. The Change Order constitutes compensation in full to the Contractor for all costs and markups directly or indirectly attributable to the changes ordered and for all delays and impacts related to it.

§ 7.2.3 Change Proposals. The Contractor must submit change proposals covering a contemplated Change Order
within ten (10) days after request of the Owner, the Architect, a Subcontractor, or within ten (10) days of the event giving rise to the Contractor’s claim for a change in the Contract Sum and/or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed for the cost or time involved in making change proposals. Change proposals will describe in detail the work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, and/or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit (3.60%) (before adding any cost of general conditions) if the Work is performed by the Contractor, or (10.00%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractors or Sub-subcontractors overhead and profit in turn must not exceed a total aggregate of (10.00%). Change proposals will be binding upon the Contractor and may be accepted or rejected, in whole or in part, by the Owner in its sole discretion.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner and Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement in writing with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 The Contractor shall check all materials, equipment and labor entering into the Work as a result of changes in the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract for Construction, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to changes in the Contract.

§ 7.4 Minor Changes in the Work
With the Owner’s written approval, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum, interruption in the construction schedule, or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum, construction schedule, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum, construction schedule, or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If the Work is not in strict accordance with the Master Construction Schedule for reasons that are not excused under the terms of the Contract Documents, Contractor shall at its sole cost perform all actions necessary, including but not limited to, adding additional workers or shifts, expediting materials or shipments, and/or requiring overtime work as necessary to conform to any required Recovery Schedule and/or come in to strict accordance with the Master Construction Schedule.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Excusable Delays are delays in the progress of the Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, caused by conditions which could not reasonably be anticipated by, are beyond the control of, and are without the fault or negligence of the Owner, as set forth in Section 8.3.2, the Contractor or anyone for whose acts the Contractor is responsible. Possible compensation for Excusable Delays will be negotiated between the Owner and Contractor after Contractor provides written notice of delay claim. Excusable Delays do not include any delays caused in whole or in part by any Subcontractors, Sub-subcontractors, or suppliers. Excusable Delays may, but do not necessarily, include:

1. Delays caused by severe weather that are not within float contained within the Construction Schedule;
2. Acts of government and regulatory agencies and officials (other than the Owner in its capacity as Owner);
3. Catastrophic events such as fire, flood, and unavoidable casualties; and
4. Strikes or labor disputes.

§ 8.3.2 Compensable Delays are limited to delays in the progress of the Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law).

§ 8.3.3 Unexcused Delays are delays in Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, and which are not Excusable Delays or compensable delays. No increase in the Contract Sum or extension of the Contract Time will be made for an unexcused delay.

§ 8.3.4 The Contractor must provide written notice of any actual or prospective delay promptly, and in no event later than ten (10) days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, the Contractor must provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The Contractor’s failure to provide the written notice within the ten (10) days prescribed above will be conclusively deemed a waiver of any claim for adjustment to Contract Sum or Contract Time for delay arising from such occurrence.

ARTICLE 9   PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.
§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect’s reasons for withholding certification in whole as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the
Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor’s payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. Contractor shall be responsible for obtaining executed lien waivers from all subcontractors and suppliers throughout the course of construction, and provide the same with each Payment Application.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
§ 9.6.7 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor.

(Paragraph deleted)

§ 9.7 Failure of Payment

If the Owner does not pay the Contractor within sixty (60) days after the Contractor submits an Application for Payment to the Architect, the Contractor may file a claim in accordance with Article 15 of this Agreement.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers’ warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents;
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
.5 damages including attorney’s fees and costs incurred by the Owner resulting from lawsuits brought against the Owner, the Architect or their agents, employees or representatives because of acts or omissions on the part of the Contractor, any Subcontractor, any subcontractor to a Subcontractor, any supplier, or any of the above-described entity’s employees, agents or representatives.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10  PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract
Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.4 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.5 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

(Paragraph deleted)

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events within twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accordance with Article 7, 8, and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or his Subcontractors, or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Before commencement of construction, Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by the contract documents. Each policy shall contain all generally applicable
conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor. Any failure to provide the required policies prior to commencement of construction shall not be deemed a waiver of any provision within the Contract Documents.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner’s Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work.

§ 11.3 Waivers of Subrogation
§ 11.3.1 The Owner and Contractor waive all rights against (1) each other; and (2) the Architect and Architect’s consultants for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear.

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND
§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
§ 11.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12  UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.
§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13  MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies
§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contracts Documents so as to avoid any delay in the Work.

§ 13.4.7 In addition to the tests required by this Section 13.4, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner’s expense. The Contractor must cooperate with the Owner and provide Site coordination and access to the Work for such tests, inspections, and approvals.

§ 13.5 Interest
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
   .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
   .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
   .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
   .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor
   .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
   .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
   .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
   .4 fails to make satisfactory progress in the performance of the Work required by the Contract Documents as defined by the approved Master Construction Schedule; or
   .5 otherwise is guilty of substantial breach of a provision of the Contract Documents.
§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15  CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.
§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the time period specified by applicable law.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party in writing and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker’s decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the critical path of scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be
referred to the Initial Decision Maker for initial decision. The Owner’s Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and/or litigation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties if no demand to mediate and/or litigate the Claims is received within 30 days of the issuance of the initial decision.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

(Paragraph deleted)

§ 15.2.7 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraph deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)
Additions and Deletions Report for
AIA® Document A201™ – 2017

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

... The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.4.1 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority: (1) Modification to the Contract; (2) The Contract; (3) Special Conditions; (4) General Conditions. In the event of any ambiguity between the drawings and specifications, Contractor shall secure the written instruction from Owner and Architect before proceeding with the performance of the Work.

... The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Site
The term Site refers to that portion of the property on which the Work is to be performed or which has been otherwise set aside for use by the Contractor.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, Site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements
§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

... If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may, without prejudice to other remedies the Owner may have, issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

... If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner written notice from the Owner, or such shorter time as may be reasonable under the circumstances, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Architect in the Architect’s administration of the Contract or representations made by the Architect in the Design Documents.

... § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

... § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the Work, and has correlated personal observations with requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.4 The Contractor shall carefully study and compare the various Contract Documents amongst themselves and further compare the Contract Documents with any other information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor.
and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Section 2.3.4 before commencing Work at the Site and at frequent intervals during its progress. The Contractor must take field measurements and verify Site conditions, and must carefully compare such field measurements and Contract Documents before ordering any material or doing any Work at the Site.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. Contractor must make frequent inspections during the progress of the Work to confirm that the Work is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and industry standards applicable to the Work. If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or building code inspectors or in accordance with industry standards applicable to the Work, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.5 and request direction before proceeding with the affected Work.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, Article 3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, Article 3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities, or code violations discovered as a result of the Contractor’s review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to its review of the Site and physical data and Site conditions observed.

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§ 3.4.2 Except in the case of minor changes, as defined in Section 7.4, in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 Substitutions are changes in materials, equipment, or other requirements of the Contract Documents.

§ 3.4.2.2 In making substitutions, the Contractor assumes responsibility for any changes in systems or for modifications required in adjacent or related work to accommodate such Substitution, despite the Owner’s approval, and all costs arising from the approval shall be the responsibility of the Contractor. None of the extra costs resulting from such approval shall devolve upon the Owner or the Architect. The Contractor shall be responsible for obtaining from the Architect the amount of any redesign or review costs so that the entire value of the change can be evaluated prior to acceptance of the Substitution. The Architect will be responsible for all architectural or engineering revisions to the Drawings and shall be reimbursed by the Contractor for the costs of effecting such revisions.

§ 3.4.2.3 In making request for Substitutions, the Contractor shall list the particular system, product, or material for which a substitution is requested and the justification for such a request. Requests submitted shall include any and all...
adjustments required by the substitution and any other Work affected thereby. The Owner or Architect may reject a substitution for material reasons or rejections may be based on aesthetics for which the Owner shall be the sole judge.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security, or drug/alcohol testing requirements by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the Site.

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§ 3.5.3 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of “Or-Equals” or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of non-conforming Work pursuant to Article 12.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Notwithstanding the foregoing the City of Arvada has a tax exempt status for sales and use tax. All materials permanently incorporated into the completed Project will be exempt from federal, state, and local taxes.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than 447 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent must provide his or her email address and cell phone number to Owner and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information approval a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) critical path schedule; (3) an apportionment of the Work by construction activity; and (4) the time required for completion of each portion of the Work. The schedule Work (“Master Schedule”). The Master Schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Contractor shall revise and update a construction schedule on a weekly basis (“Current Construction Schedule”), if not more frequently at the Contractor’s discretion, to be submitted to the Owner on a weekly basis. The updated and revised Master Schedule shall be submitted to the Owner with each Application for Payment.
§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner’s and Architect’s approval. The Owner’s and Architect’s approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect approved by the Owner and Architect. Critical path items will be completed in strict accordance with the most recent schedule. In the event that Contractor fails to keep critical path items in strict accordance with the most recent schedules, Owner may make a Claim pursuant to Article 12 or Owner may require Contractor to provide and follow a Recovery Schedule in order to bring all critical path items into strict accordance with the most recent schedules. Costs incurred with regard to complying with a required Recovery Schedule shall be at Contractor’s sole expense.

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, Current Construction Schedule, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor must provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

...

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any correction of the Work caused by Contractor’s failure to obtain approval of a submittal, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

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The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor will conduct its operations in accordance with all applicable laws, statutes, ordinance, codes, rules and regulations at all times.

...

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract on a daily basis. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section § 3.18.1 the Contract Documents by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section § 3.18.1 the Contract Documents shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

... § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, Owner and Architect. Consent shall not be unreasonably withheld.

... § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents. Unless another party is designated by the Owner, and will be an Owner’s representative during construction until the Architect issues and approves the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall update this list throughout the Project and keep Owner and the Architect advised of any Subcontractors employed.
§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor met all criteria set forth in the Contract Documents and was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.5 The Contractor understands and agrees that the Contractor alone is responsible to the Owner for all of the Work under the Contract and that any review of Subcontractors or Sub-subcontractors by the Owner or Architect will not in any way make the Owner responsible to any Subcontractor or Sub-subcontractor or make the Owner responsible for or otherwise act as a waiver of any rights or remedies related to or arising out of the actions or omissions of any Subcontractor or Sub-subcontractor.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 7.2.2 Unless otherwise expressly stated in the Change Order, Contractor waives and releases any and all rights to claim additional time or money for Work to be performed under the Change Order. The Change Order constitutes compensation in full to the Contractor for all costs and markups directly or indirectly attributable to the changes ordered and for all delays and impacts related to it.

§ 7.2.3 Change Proposals. The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, the Architect, a Subcontractor, or within ten (10) days of the event giving rise to the Contractor’s claim for a change in the Contract Sum and/or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed for the cost or time involved in making change proposals. Change proposals will describe in detail the work which is proposed to be added, deleted, or changed and
must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, and/or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit (3.60%) before adding any cost of general conditions) if the Work is performed by the Contractor, or (10.00%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractors or Sub-subcontractors overhead and profit in turn must not exceed a total aggregate of (10.00%). Change proposals will be binding upon the Contractor and may be accepted or rejected, in whole or in part, by the Owner in its sole discretion.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner and Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement in writing with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.11 The Contractor shall check all materials, equipment and labor entering into the Work as a result of changes in the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract for Construction, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to changes in the Contract.

The Owner’s written approval, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum, interruption in the construction schedule, or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum, construction schedule, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum, construction schedule, or an extension of the Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If the Work is not in strict accordance with the Master Construction schedule for reasons that are not excused under the terms of the Contract Documents, Contractor shall at its sole cost perform all actions necessary, including but not limited to, adding additional workers or shifts, expediting materials or shipments, and/or requiring overtime work as necessary to conform to any required Recovery Schedule and/or come in to strict accordance with the Master Construction Schedule.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor, (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay, authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such...
reasonable time as the Architect may determine. Excusable Delays are delays in the progress of the Work which at the
time of the delays were critical path activities as shown on the most recently approved Construction Schedule and
which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time,
caused by conditions which could not reasonably be anticipated by, are beyond the control of, and are without the
fault or negligence of the Owner, as set forth in Section 8.3.2, the Contractor or anyone for whose acts the Contractor
is responsible. Possible compensation for Excusable Delays will be negotiated between the Owner and Contractor
after Contractor provides written notice of delay claim. Excusable Delays do not include any delays caused in
whole or in part by any Subcontractors, Sub-subcontractors, or suppliers. Excusable Delays may, but do not
necessarily, include:

.1 Delays caused by severe weather that are not within float contained within the Construction Schedule;
.2 Acts of government and regulatory agencies and officials (other than the Owner in its capacity as Owner);
.3 Catastrophic events such as fire, flood, and unavoidable casualties; and
.4 Strikes or labor disputes.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Compensable
Delays are limited to delays in the progress of the Work which at the time of the delays were critical path activities as
shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving
Substantial Completion before the expiration of the Contract Time, caused solely and exclusively by acts or omissions
of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety
or to conform to law).

§ 8.3.3 The Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the
Contract Documents. Unexcused Delays are delays in Work which at the time of the delays were critical path activities
as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving
Substantial Completion before the expiration of the Contract Time, and which are not Excusable Delays or
compensable delays. No increase in the Contract Sum or extension of the Contract Time will be made for an
unexcused delay.

§ 8.3.4 The Contractor must provide written notice of any actual or prospective delay promptly, and in no event later
than ten (10) days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, the
Contractor must provide an initial notice and a further notice at each progress meeting throughout the duration of the
delay. The Contractor’s failure to provide the written notice within the ten (10) days prescribed above will be
conclusively deemed a waiver of any claim for adjustment to Contract Sum or Contract Time for delay arising from
such occurrence.

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§ 9.6.5 The Contractor’s payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2,
9.6.3 and 9.6.4. Contractor shall be responsible for obtaining executed lien waivers from all subcontractors and
suppliers throughout the course of construction, and provide the same with each Payment Application.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum,
payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be
held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,
der under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require
money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary
liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of
punitive damages against the Contractor for breach of the requirements of this provision. Provided the Owner has
fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner
from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of
any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien
claim or other claim for payment, the Owner shall notify the Contractor.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall
defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and
litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any
tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If
approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. sixty (60) days after the Contractor submits an Application for Payment to the Architect, the Contractor may file a claim in accordance with Article 15 of this Agreement.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Contractor’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances, and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events within twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accordance with Article 7, 8, and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or his Subcontractors, or otherwise the responsibility of the Contractor under the Contract Documents.

... § 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. Before commencement of construction, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by the contract documents. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor. Any failure to provide the required policies prior to commencement of construction shall not be deemed a waiver of any provision within the Contract Documents.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. Before commencement of construction, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by the contract documents. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor. Any failure to provide the required policies prior to commencement of construction shall not be deemed a waiver of any provision within the Contract Documents.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner’s Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor, (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has...
been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees; each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees; other; and (2) the Architect and Architect’s consultants for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. Project. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

...  

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner appear.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to the terms of the proposed settlement or allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND


User Notes:
§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

... 

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one year two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor must schedule all tests, inspections or specific approvals required by law or the Contracts Documents so as to avoid any delay in the Work.

§ 13.4.7 In addition to the tests required by this Section 13.4, the Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by the Owner, at the Owner’s expense. The Contractor must cooperate with the Owner and provide Site coordination and access to the Work for such tests, inspections, and approvals.

...
§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

...  

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;  

.4 fails to make satisfactory progress in the performance of the Work required by the Contract Documents as defined by the approved Master Construction Schedule; or  

.4 .5 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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§ 14.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement Subcontracts.

A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2 time period specified by applicable law.

...  

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party in writing and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...  

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the critical path of scheduled construction.

...  

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be
referred to the Initial Decision Maker for initial decision. The Architect Owner’s Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution and/or litigation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. If no demand to mediate and/or litigate the Claims is received within 30 days of the issuance of the initial decision.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy. If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

...
delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder
§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:32:15 ET on 08/29/2019 under Order No. 9706860037 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Toni Riebschlager

(Title) Law Office Administrator

(Dated)
Request for Proposal

Proposal #: RFP-19-CM/GC Parks & Fleet Maintenance Facility

Title: CM/GC Parks & Fleet Maintenance Facility

RFP Issued: 04/12/2019

Mandatory Pre-proposal Meeting: 04/22/2019 1:00 p.m. local time at 7800 W 62nd Ave. Arvada, CO

Question Deadline: 04/25/2019 1:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

Proposals Due By: 05/02/2019 1:00 p.m. local time
@ City of Arvada Public Works Facilities Department
8101 Ralston Road, 2nd floor of City Hall, Arvada, CO 80002

Short list Interviews are expected to be May 13, 2019

Projected Start Date: Upon Contract execution, approximately June 1, 2019

Submit questions to: Nancy Allen, Purchasing Manager, via email: nallen@Arvada.org

Direct contact with the requesting department may result in vendor disqualification.

Arvada 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:
Cover Page page 1
General Terms and Conditions page 2
Special Terms and Conditions page 4
Insurance Requirements page 5-6
Administrative Instructions and Evaluation Criteria page 6-7
Scope of Work page 8-9
Submittal Checklist and Forms including Bid Bond Requirement page 10-13
Attachments/Exhibits including: Exhibit A Architectural drawings, Exhibits B Fee & General Conditions Workbook
Sample Payment and Performance Bond.
1. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of the City of Arvada, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Arvada. The City of Arvada’s obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

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

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

4. INDEMNIFICATION OF CITY.

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

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

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

6. OPEN RECORD REQUESTS. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 et seq.), which may require the City of Arvada to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.

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

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada’s express written consent.

9. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action to any other third party on the Agreement. It is the express intention of Arvada and Contractor that any person other than Arvada or Contractor receiving services or benefits under the Agreement shall be deemed to be an incidental beneficiary only.
10. INDEPENDENT CONTRACTOR. Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

11. SUBCONTRACTING. Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

A. Successful Vendor ("Contractor") shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").

B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
   (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
   (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.

E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.

F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.

G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

13. 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.

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

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

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

17. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.
18. FORCE MAJEURE. Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

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

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

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

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. 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, at which time the City shall have the option to renew the contract for 1 additional one year; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. During the option period, the City will not consider an adjustment to the pricing structure.

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

4. 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. CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within 2 years of contract execution. The bidder shall agree to pay the owner the sum of $3900. for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

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
All 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.

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 $9,000,000 following form to the Commercial General Liability.

5. ☐ Builders Risk or Course of Construction Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☒ Professional Liability Professional Liability insurance in an amount of not less than One Million Dollars and No cents ($1,000,000) 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. NOTE: The City will obtain the Builders Risk or Course of Construction Insurance, however, the successful awardee will be responsible for paying the deductible.
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, the Proposals will not be accepted and will be returned to the vendor.

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

3. PREPARATION AND SUBMISSION
Offers will be prepared as follow:
1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
2) 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.
3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
4) 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. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

4. 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.
REJECTION OF OFFERS
A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
   1) The vendor misstates or conceals any material fact in its Proposal;
   2) The vendor’s Offer does not strictly conform to the law or requirements of the Solicitation;
   3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
   4) The Offer does not include documents which are required for submission with the Offer; or
   5) The Offer has not been executed by the vendor through an authorized signature.
B. The City may, at its sole and absolute discretion:
   1) Reject all or parts of Offers submitted by prospective vendors;
   2) Re-advertise this Solicitation;
   3) Postpone or cancel the Solicitation;
   4) 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.

BEST VALUE AGENCY
The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer that
meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff
of the City of Arvada to conduct due diligence to determine best value prior to award.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:
It is the intent of the City to award interviews to the vendors who receive 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:

1) Firm Capabilities & Qualifications
2) Project team experience and personnel - The selection committee will analyze the relative experience of the firm and
   the specific personnel committed to this project including:
   a. Experience with the CM/GC delivery method (looking for seamless transition from preconstruction
      activities to construction activities)
   b. Proven ability to work within a highly collaborative process including user-group / stakeholder
      committees
   c. Experience working within operating facilities
   d. Publicly-funded municipal projects
3) Project Approach and safety
4) Proposed construction schedule including effectiveness of plan.
5) Price/total cost of ownership to support best value for services and/or products provided. A fee and workbook are
   supplied as an Excel file as a convenience to CM/GC applicants. A PDF of the original Excel is also posted. Changes to
   the file that alter the City’s entries or format may be deemed unresponsive. Vendor entries are acceptable.
6) Performance Measures included in the proposal

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

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).
SCOPE OF WORK

BACKGROUND:
The City of Arvada intends to contract with a Construction Manager / General Contractor (CM/GC) to construct a new Parks & Fleet maintenance facility (approximately 40,000 square-feet in size) to replace their existing facility. The existing structure presently on-site will be demolished ahead of construction; this scope may be executed by others, or the awarded CM/GC, at the City’s discretion with input from the CM/GC. The new facility will be a single-story slab-on-grade construction with office space, storage space, fleet service bays, and City parks department bays. The campus includes Streets, Parks and Fleet buildings and employees. The Streets building will remain operational during the construction of the Parks and Fleet Facility. The project is budgeted at $8.7M including design fees, Construction, furnishings and demolition of the existing Parks Fleet building.

The project is currently at Schematic Design level. Design is anticipated to be completed during the summer of 2019. The City foresees construction commencing late summer 2019. The City will require assistance from the CM/GC to evaluate the most appropriate construction schedule approach and duration. Preconstruction services will commence immediately on Notice of Award of the CM/GC contract. Construction Phase services will commence upon release of the building permit.

The City will pay for all geotechnical, soils analysis, permits and fees, etc. The City believes the existing grade is reasonably acceptable.

The CM/GC will perform all costs estimating and commissioning. The CM/GC will collaborate with Powers Brown Architects, NV5 and City Staff, to complete the final design of the building. The CM/GC will assist in value engineering and provide the final cost estimate during this phase prior to final construction documents. Civil engineering, architecture, structural, mechanical and electrical engineering plans; and data, audio visual, lighting plans, and construction administration services as required for the completion of the project are to be provided by the awarded architectural design Firm.

The CM/GC will be available during the construction phase to assist in the constructability of the final design. The awarded architectural design Firm will assist in bidding phase to answer questions during the bidding and prepare addenda. The awarded architectural design firm shall attend the pre-bid meeting.

Any changes to the proposed team members during the project must first be approved by the City.

The CM/GC Scope of Services will generally consist of the following:

1. Regularly lead City and Design Team meetings during all phases of design and construction (Owner, Architect and Contractor meetings).
2. 
3. Preconstruction
   a. Provide construction cost estimate updates at: 100%SD, 50%DD, and 100%DD.
   b. Perform interim pricing exercises for alternate design solutions, as required.
   c. Provide on-going value engineering guidance to the design team.
   d. Competitively bid all work on the project, in an open-book format with review by the City.
   e. Agree to execute a final GMP at any stage of design after 100%DD.
   f. Conduct a GMP process in a completely fair and transparent manner.
   g. Work closely with City and Design Team to establish the project schedule, and provide regular updates as design progresses.
      - Schedule will include design durations.
      - Identify long lead items and critical path tasks.
      - Evaluate site constraints, phasing, regulatory requirements, material and equipment deliveries, and workforce availability.
   h. At each phase of design, review the documents for constructability and prepare a formal list of comments to be reviewed and coordinated with City and the Design Team.
      - The sequence of construction, efficient use of materials and labor, and construction sequencing are all to be considered in this review.
   i. On an on-going basis, make recommendations to the design team regarding design documentation and detailing.
3. Construction
   j. Construct the work according to the construction documents and specifications within the scheduled
timeframe agreed to with the City.
   k. Maintain all relevant project archive records on behalf of the City such as meeting minutes, as-built
drawings, specifications, submittals, RFI’s, schedules and inspection reports.
   l. Deliver a finished project with the highest quality workmanship.
   m. Maintain and be responsible for the project schedule with weekly updates for the construction team.
   n. Be responsible for the construction budget and communicate budget status to the project team on a
regular basis.
   o. Be proactive throughout the construction to minimize punch list work at substantial completion.
   p. Understand some construction activities may be carried out adjacent to an occupied building. Security
and logistical coordination will be of high importance to the City.
   q. Assist with coordination of City vendor tasks if they overlap with construction activities.
   r. Be responsible for costs of permitting, inspections, re-inspections.

4. Closeout Services
   s. Provide warranty and closeout assistance as required in the contract documents.

TECHNICAL REQUIREMENTS

1. The Contractor shall have the organization, human and technical resources in-house to perform the tasks listed above in an
expeditious and economical manner consistent with interests of City of Arvada.

2. Contractor will be expected to plan, program, administer, manage and execute its scope of work in accordance with all federal,
state, local laws and regulations including, but not limited to, applicable building codes and the Americans with Disabilities Act.

3. The Contractor and its subcontractors shall have the necessary licenses and authorizations to perform work in the State of
Colorado.

4. The contractor shall be required to pull all required permits to perform the scope of work.

5. Prior to the Contractor gaining access to proprietary information in performing services for City of Arvada, the Contractor must
agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using
the information for any purpose other than which it was furnished by City of Arvada.

6. The Contractor will supply its own transportation and properly insured vehicles. At no time will the Contractor use or be
authorized to use a City of Arvada owned vehicle.
REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _______________________________________________________________________________________
Contact Names: Project Manager _________________________________________________________________
Address: _____________________________________________________________________________________________
Phone: (______) ____________________ Email(s): __________________________________________________________

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

By:__________________________________    ______________________ _______________________________
    Signature of Authorized Agent                     Date          FEIN

__________________________________    ______________________ _______________________________
Typed/Printed Name of Agent                 Title of Authorized Agent  Authorized Agent email

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

Discount: ____% ____ Days,     Net:   30____Days

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

Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________
Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________
Page #:______ Item # or Section: _________________________
Variance ____________________________________________________________________________________________
____________________________________________________________________________________________________
SUBMITTAL INSTRUCTIONS:
Proposals shall be submitted in the order listed below with each section clearly identified.

☐ Submit one (1) unbound original proposal, 2 copies and one (1) copy on a flash drive.

☐ Cover & Executive Summary

☐ Firm’s and Employees’ Capabilities, Experience, and Licensing including:
  - Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded.
  - Provide firm’s Interstate Experience Modification Rate for Workmen’s Compensation Insurance used by your insurance carrier.
  - Provide three (3) to five (5) examples of similar projects, completed by your proposed team members, which demonstrate relative experience as described in the Method of Award. In (1) page per project, provide the general scope of work, how is it relevant experience, date completed, total project costs, and contact information for the Owner and Owner’s Representative (if applicable).
  - Identify the project team members that you propose for this project and include:
    - Proposed role
    - Current résumé (including references)
    - List of relevant projects (as defined above) completed by this individual
    - Clearly state other commitments of this individual throughout the project duration
  - Provide a description of the project team organizational structure, clearly identifying team members’ roles and responsibilities for each project phase.
  - Provide your firm’s Interstate Experience Modification Rate for Workmen’s Compensation Insurance used by your insurance carrier.

☐ Details of Proposal – Include a brief narrative (four page maximum) outlining:
  - Your firm’s approach to CM/GC projects.
  - How your team proposes to be an invaluable resource throughout preconstruction.
  - How your team proposes to facilitate seamless transition from preconstruction to construction, to guarantee the information and understanding rendered during preconstruction meetings is present during construction.
  - How your team proposes to engage the busy subcontracting community while keeping the selection processes fair and economically advantageous to the City.

☐ Scheduled Approach to the Project – Provide a proposed summary critical path method schedule, in Microsoft Project or Primavera, depicting your firm’s proposed construction schedule. Include major milestones and durations such as permitting, construction, substantial completion, closeout, etc.

☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested.

☐ Completed EXHIBIT B Fee & General Conditions Workbook.xlsx
  A. Fee & Time Commitment Tab
    1. Provide a Lump Sum Fee for Preconstruction Services (Reimbursable expenses are assumed to be included within the lump sum fee)
    2. Provide a Construction Services fee (OH&P) as a percentage of the Cost of the Work. At the point the Final GMP is established, the percentage fee will be calculated and converted to a lump sum Construction Service fee.
    3. Provide the Change Order Mark Up % for your firm.
    4. Provide the Change Order Mark Up % your firm will allow from subcontractors.
    5. Indicate the percentage of ‘contractor’s contingency’ your firm would include as part of a Final GMP assuming the Final GMP was executed at different phases of design (i.e. 50%DD, 50%CD, and 100%CD).
    6. For each of your proposed team members, provide the amount of time they will be committed to this project, as a percentage of full-time, for each phase.
    7. Insurance Costs
    8. Bonding Capacity and Costs
  B. General Conditions Tab - Fill in each cell with a value as specified
    1. A lump sum dollar value calculated based on your proposed schedule.
    2. “NO COST” representing there will be no cost for that item in completion of this project
    3. “COST OF THE WORK” representing that that item will not be a fixed cost, but rather a tabulated cost of the work. This option should be used very sparingly as the City desires to limit their risk exposure for costs that could arguably be calculated and fixed based on the durations established in your proposed schedule.
Performance Measures – Acknowledgement and examples of documents to support Performance Measure tracking as defined under Administrative Information, paragraph 2 above.

Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.

CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1 _________________________  #2 ______________________  #3 _________________________

REFERENCES: Ideally a mixture of Owners, Architects, Owner’s Representatives and subcontractors, for projects completed or in progress within the last five (5) years.

☐ 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: __________________________________________________________________________

Name: ___________________________ Contact Person: ___________________________
Address: __________________________________________________________________________
Telephone No: ___________________________ Email: ___________________________
Describe type of work/service performed or items supplied: __________________________________________________________________________

Name: ___________________________ Contact Person: ___________________________
Address: __________________________________________________________________________
Telephone No: ___________________________ Email: ___________________________
Describe type of work/service performed or items supplied: __________________________________________________________________________

Name: ___________________________ Contact Person: ___________________________
Address: __________________________________________________________________________
Telephone No: ___________________________ Email: ___________________________
Describe type of work/service performed or items supplied: __________________________________________________________________________
BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Parks and Fleet Facility.

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

NOW THEREFORE,

(A) If said Bid Proposal shall be rejected; or in the alternate,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this ______ day of ____________ , 2019, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: ____________________________
Address: ____________________________

By: ____________________________
Title: ____________________________

Attorney-in-Fact: ____________________________

(SEAL)

SURETY

Name: ____________________________
Address: ____________________________

By: ____________________________
Title: ____________________________

(SEAL)

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

Bond No. ____________________

(Firm)__________________________

(Address)________________________

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

(Firm)__________________________

(Address)________________________

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

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

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

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

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

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

IN PRESENCE OF: PRINCIPAL__________________________

By________________________________________

Address ____________________________________

(Corporate Seal) OTHER PARTNERS

(Surety Seal) SURETY__________________________

Attorney___________ in _________ Fact________

Address ____________________________________

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

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.
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Exhibit 4
EXECUTIVE SUMMARY

Local Builder. FCI Constructors, Inc. is a Colorado-based, employee-owned firm specializing in construction projects that center around the well-being and development of our communities. We take pride in partnering with local subcontractors and capturing the best value, maximizing quality, and ensuring client satisfaction. Our office, servicing the Denver Metro area is located in Frederick. Our proposed Project Superintendent, Jon Riese, resides only 20 miles, approximately 30 minutes from your project location.

Municipal Construction and CM/GC Experience. In the last five years alone, company-wide, we have proudly and successfully completed over $270,000,000 of work in the municipal sector. Ninety-nine percent of all work we have completed in the past five years has been CM/GC projects. Experience has shown us that the most important service we provide is guidance at every stage of the project, from pre-construction through successful completion. Therefore, our approach is based on a proven philosophy wherein the Owner, Architect and FCI agree to work together as a cohesive team.

Similar Project Experience. Company-wide, FCI has completed over 40 projects, similar in scope and complexity (most of them are pre-engineered metal buildings (PEMB)), totaling over $600,000,000. This work includes municipal, public works, vehicle maintenance or storage facilities, and offices. Our history includes several projects for municipalities such as the cities of Denver, Cheyenne, Parker, Northglenn, and many others. Within this submission we have highlighted some of the more relevant projects.

Experienced Project Team. The members of our team have been chosen to offer their respective expertise to each phase of your project - from now through warranty period. They understand the complexities of municipal buildings, pre-engineered metal buildings, and the myriad of factors intertwining each within your project.

History with your Architect, Powers Brown. FCI has completed twelve separate contracts with Powers Brown for Halliburton Energy Services. The majority of these projects were new construction or addition of pre-engineered metal buildings, on an occupied campus.

Occupied Campus and Safety. FCI is committed to the safety and health of all City of Arvada employees and patrons, as well as all construction personnel. We understand the potential and inherent safety concerns associated with construction on or adjacent to owner occupied sites and will take every precaution to isolate our work activities from exposure to employees, and occupants of the nearby building. Safety is Our #1 Priority - Always. Ensuring everyone's safety on and around our projects is the most important service we provide for our employees, clients, subcontractors and the public. Our EMR rates reflect this commitment.

Knowledge of Subcontractor Market. FCI has been working and developing beneficial working relationships with a variety of subcontractors, suppliers, permitting officials and design professionals in Colorado since 1978. Having worked on Design-Build, CM/GC, and Competitive Bid projects in Colorado for years, we have immersed ourselves in the subcontracting community to better use local resources for the sake of the work and to improve relations between our clients and local businesses. FCI’s long standing relationships with subcontractors and history of successful projects in Colorado allows us to pull from a database of over 4,000 Colorado vetted and qualified subs with which to work. We are familiar with many subcontractors’ work history, as well as their history of reasonable bid price submissions, quality control, responsiveness of warranty issues, flexibility and cooperation when resolving issues, etc. However, we follow a subcontractor selection process to identify and qualify subcontractors regardless of whether or not FCI has worked with them on previous projects.
Firm’s and Employees’ Capabilities, Experience, and Licensing

Bonding Capacity
Our bonding capacity reaches $100,000,000 per project, with an aggregate capacity of $500,000,000. Currently, FCI has $254,000,000 bonded under current programs.

FCI’s EMR rates for the past 5 years

<table>
<thead>
<tr>
<th>Year</th>
<th>EMR Rate</th>
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<tr>
<td>2018</td>
<td>0.75</td>
</tr>
<tr>
<td>2017</td>
<td>0.75</td>
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<td>2016</td>
<td>0.82</td>
</tr>
<tr>
<td>2015</td>
<td>0.71</td>
</tr>
<tr>
<td>2014</td>
<td>0.80</td>
</tr>
</tbody>
</table>

Mission Statement
To be a forthright construction company delivering exceptional projects and services for engaging clients in a culture based on trust, honesty, hard work, and professionalism. Our employee-owners prosper in a challenging and rewarding environment.

Vision Statement
Exceeding our commitments through outstanding performance and innovative client-centered solutions.

Brand Promise
Focused on Your Vision

Focused on Your Vision
Our mission is to be a forthright construction company delivering exceptional projects and services for engaging clients in a culture based on trust, honesty, hard work, and professionalism. Our goal is to exceed our commitments through outstanding performance, and focus on our clients’ needs.

Core Values
- Trust
- Hard Work
- Honest
- Professional

Platte River Power Authority Campus, Fort Collins, CO

Platte River Power Authority Campus, Fort Collins, CO

New 55,000 SF headquarters building on same 17 acre site as current building, which will be demolished. Also includes six outbuildings (PEMB), which bring total SF of new construction to 97,200 SF.
FCI was the Design Builder of the new 54,964 SF TIC Training Center & Offices campus for The Industrial Company (TIC). The facility located in Aurora houses the Administration Building and two Laboratories. The core buildings include craft and management classrooms, offices, as well as laboratories hosting structural/rigging/carpentry, electrical, welding, pipe fitting, and millwright training programs. FCI closely worked with the Owner and Architect to determine what the Owner needed and what brought the greatest value to them. By providing innovative programs related to quality control and scheduling, incorporating value analysis, and coordinating with project stakeholders, subcontractors, and consultants to overcome challenges, FCI was able to successfully complete the project on time, and the final contract amount came in $134,000 under the Guaranteed Maximum Price, which included both additions and subtractions to scope during construction.

**Completion Date:** May 2016  
**Delivery Method:** Design Build  
**Budget:** $14,542,067  
**Client Contact:** Diana Banks  
TIC Holdings, Inc.  
(303) 459-8715  
**Architect Contact:** Fred Pax  
Davis Partnership  
(303) 861-8555
This project included the development of a 24 acre site to house a new, 53,000 SF complex including six pre-engineered metal buildings: an administrative office building, fleet service, shops building, heated equipment storage and two covered storage buildings. The facility occupies 10 out of 24 total acres, providing the department an opportunity to expand with the growing town and its needs in the future. The complex also incorporates several sustainable features, including an electric vehicle charging station and solar panels. The FCI project team encountered and overcame the following challenges:

1) Cementitious rock lens that was encountered randomly throughout the site at varying depths during the boring operation under the railroad tracks. 2) We had to hand mine the boring because it was too dense for the boring equipment. Site coordination with multiple farmers, a home developer, and the railroad. 3) Closing down, building, and re-opening a busy road, County Road 15, during the summer of 2017. 4) Extensive dewatering operations with the high water table at 5 ft deep. 5) Working around the Greeley Water Line which is 87 years old and carries water at a rate of 160 psi. (We crossed under it 12 times). 6) Existing underground systems including clay tile from the early 1900s, much of it 22 feet below ground.

Due to our successful performance on this project, FCI was recently hired to complete the Windsor Parks/Rec Building at Windsor Public Works site.

<table>
<thead>
<tr>
<th>Completion Date:</th>
<th>November 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Method:</td>
<td>CM/GC</td>
</tr>
<tr>
<td>Budget:</td>
<td>$13,493,632</td>
</tr>
<tr>
<td>Client Contact:</td>
<td>Owner’s Representative William Welch William T. Welch Company (970) 215-4099</td>
</tr>
<tr>
<td>Architect Contact:</td>
<td>Randell Johnson Infusion Architects (970) 775-2925</td>
</tr>
</tbody>
</table>
This new facility, completed in 2015, consists of 33,412 SF office + 3-bay vehicle maintenance building, 16,000 SF de-icer building, covered parking, covered storage, dry storage bins, mag chloride tanks and de-cant area. The building structure is precast concrete and steel, with extensive daylighting and secure access. FCI Project Manager worked together with the preconstruction team, in conjunction with the Town and the design team, for an eighteen month period from Concept Design through construction completion. During that time, they developed several pricing scenarios built upon different iterations of the design and desires of the Town. Ultimately, our Guaranteed Max Price came in 1.0 percent under the Town's established budget!
This expansive campus for Halliburton in Fort Lupton, completed by FCI, encompasses twenty-two separate contracts (eight of them with Powers Brown), totaling over $52,000,000, and completed over a span of four years. As a design-build project, FCI partnered with our Architect directly, and contracted with the Owner as the Design-Build. Starting with a vacant 57-acre site, and finishing with eight buildings, associated paving, infrastructure, and civil requirements, FCI’s team was continuously in action on this site! Primarily pre-engineered metal structures, the buildings consisted of 440,000 SF of office, warehouse, storage, and laboratory space. This field camp consisted of preconstruction services, sitework and the following buildings: Shop Office, Bulk Plant, Admix Warehouse, Acid Plant, Chemical Terminal, Fluid Top-off Building, Truck Wash, DPM Shop, Loading Dock. This project was completed by your proposed Project Superintendent, Jon Riese.

Completion Date: August 2014
Delivery Method: Design-Build
Budget: $51,117,549
Client Contact: Thomas Johnson Halliburton Energy Services, Inc. (303) 655-4785
Architect Contact: Keith Conrad formerly with Powers Brown currently with Page (720) 390-3003
Dax Diaz, LEED AP
Pre-Construction Manager

IN INDUSTRY: 18 YEARS
WITH FCI: 7 YEARS

EDUCATION
BS Kinesiology/Biomechanics
University of Colorado

Advanced Estimating Certification
First Aid and CPR
OSHA 10-hour Training

REFERENCES
Ken Morris
Arapahoe County
(303) 738-5489
kmorris@co.arapahoe.co.us

Bob Exstrom
Town of Parker
(303) 840-9546
bexstrom@parkeronline.org

Michael Hall
Inline Management
(303) 526-7928
mhall@inlinemanagement.com
(303) 294-9448

CURRENT WORKLOAD
Dax is a member of our Pre-construction department and is intermittently working on up to three projects at one time. He will be available for your project.

Dax joined FCI's pre-construction team in 2012, bringing 11 years of related experience with him. The benefits of having Dax on the team include his expertise in sustainable construction, his ability to work openly with user groups, and his aptitude for accuracy in pricing scenarios. He works with his clients from concept to ground-breaking. He recently completed two projects including pre-engineered metal building elements, his knowledge of PEMB suppliers and subcontractors will benefit your project.

REPRESENTATIVE PROJECTS
- Parker Public Works Facility - Parker, CO [$12,985,127]
- TIC Training Center & Offices - Aurora, CO [$14,542,067]
- Peoria Service Center Improvements Phases I and II - Centennial, CO [$2,586,994]
- 27J New Reunion Elementary School - Commerce City, CO [$16,764,637]
- SVVSD - Soaring Heights K-8 School - Erie, CO [$40,244,152]
- BVSD - Meadowlark PK-8 School - Erie, CO [$32,690,618]
- SVVSD - New Innovation Center - Longmont, CO [$18,268,200]
- Adams County Fleet Maintenance Facility - Commerce City, CO [$30,000,000]
- BVSD - Nederland Elementary School Remodel - Nederland, CO [$4,195,474]
- BVSD - Nederland MS/Sr. High Remodel - Nederland, CO [$5,603,460]
- Clear Creek Metro Recreation Center - Idaho Springs, CO [$6,751,522]
- DPS - Samuels Elementary School Renovations - Denver, CO [$2,848,106]
- Hi Plains School District New PK-12 - Siebert, CO [$14,673,311]
- PSD - Beattie Elementary School - Fort Collins, CO [$1,033,374]
- PSD - Putnam Elementary Renovations 2014 - Fort Collins, CO [$688,343]
- SVVSD - Alpine Elementary Addition/Renovation - Longmont, CO [$1,757,116]
- SVVSD - Fall River Elementary Addition/Renovation - Longmont, CO [$1,859,196]
Brandon Ostmeyer  
Project Manager

EDUCATION
BS Construction Science and Management  
Kansas State University

ACI Tilt-Up Certification  
First Aid and CPR  
OSHA 30-hour Training  
Stormwater Management Training

REFERENCES
Sean Crump  
City & County of Denver - Public Works/Construction Management  
(720) 913-8833  
sean.crump@denvergov.org

Mike Engbarth  
City & County of Denver - Public Works/Construction Management  
(720) 913-3850  
michael.engbarth@denvergov.org

Scott Wightman  
City & County of Denver - Public Works/Construction Management  
(720) 913-4572  
scott.wightman@denvergov.org

CURRENT WORKLOAD
Brandon is currently working on the CCD - Interstate Building Roof Replacement project. He will be available for your project.

Brandon’s history in construction has been focused primarily on municipal projects, requiring fast action and high levels of organization and coordination, both with our internal team, and with subcontractors, clients, design teams and authorities having jurisdiction over each project. Brandon has completed 54 municipal projects, totaling over $90,000,000 in the past 14 years with FCI. Brandon is well-versed in accomplishing multiple tasks concurrently, and he has specialized in projects with tight schedules and budgets, often within occupied buildings or campuses.

REPRESENTATIVE PROJECTS

- CCD - Denver 911 Dispatch Center and Fleet Services - Denver, CO  [$14,835,217]
- DIA On-Call Services 2010-1 - Denver, CO  [$14,578,368]
- DIA On-Call Services 2009-8A - Denver, CO  [$14,105,809]
- UCD - 2009 Anschutz Medical Center Bldg 500 Remodel - Aurora, CO  [$14,142,584]
- DIA Parking Structure Mod 4 West - Denver, CO  [$42,458,304]
- Renaissance Riverfront Lofts - Denver, CO  [$13,351,408]
- Henderson Transitional Center - Henderson, CO  [$5,702,049]
- APS - Highline A&B / Administration Bldg - Aurora, CO  [$3,400,425]
- West Metro Fire Station 7 - Lakewood, CO  [$2,689,178]
- City and County of Denver On-Call Projects - Denver, CO  [$5,672,105]

48 projects including:
- CCD - Fleet Bldg CNG Upgrade - Denver, CO
- CCD - Denver Coliseum Roof Overlay - Denver, CO
- CCD - Denver County Jail Roof Replacement - Denver, CO
- CCD - Denver County Jail Captain Room/HVAC - Denver, CO
- CCD - Denver County Jail GED Cooling - Denver, CO
- CCD - Misc. McNichols Building Scope - Denver, CO
- CCD - City & County Bldg 4th Floor Remodel - Ph 2 - Denver, CO
- CCD - City & County Building - MAU Replacement - Denver, CO
- CCD - DPAC Galleria Paver Repair - Denver, CO
- CCD - City & County Building FCU Controls - Denver, CO
- CCD - Denver County Jail Security Cameras Phase 2 - Denver, CO
- CCD - NWSS 2018 CIP Phase I - Denver, CO
- CCD - NWSS 2018 CIP Phase 2 - Denver, CO  [$378,916]
- CCD - Webb Charging Station Ph 2 - Denver, CO
- CCD - NWSS Door Repairs - Denver, CO
Jon Riese, LEED AP  
Project Superintendent

EDUCATION
BS Construction Science and Management  
Kansas State University

First Aid and CPR
OSHA 30-hour Training

REFERENCES
Tom Blahak
Boulder Valley School District RE2  
(720) 561-5791
tom.blahak@bvsd.org

Bob Exstrom
Town of Parker  
(303) 840-9546
bexstrom@parkeronline.org

Travis Guerette
RLH Engineering  
(970) 686-5695
tguerette@rlhengineering.com

CURRENT WORKLOAD
Jon is currently working on the Greenwood Village Admin and Shop Building project. He will be available for your project.

Jon takes a true interest in understanding all of the complexities involved with his projects. Jon's strengths abound in his detail-oriented ownership of his schedule control and manpower allocation responsibilities. Jon has completed several projects including pre-engineered metal building structures. His experience with multiple client types and structures allows him the ability to foresee challenges and address them head-on before they cost time or money.

REPRESENTATIVE PROJECTS
- Greenwood Village Admin and Shop Building - Greenwood Village, CO [$7,814,631]
- Parker Public Works Facility - Parker, CO [$12,985,127] PEMB
- Halliburton Ft Lupton Field Camp - Fort Lupton, CO [$51,117,549]
  PEMB, w/Powers Brown
- CCD - Denver County Jail - Production Kitchen - Denver, CO [$7,387,535] PEMB
- Parker Police Headquarters - Parker, CO [$16,196,759]
- BVSD - Meadowlark PK-8 School - Erie, CO [$32,690,618]
- DPS - Samuels Elementary School Renovations - Denver, CO [$2,848,106]
- CSU-Pueblo - Crestone Residence Hall - Pueblo, CO [$11,520,821]
- ICCS West - Transitional Housing - Lakewood, CO [$4,542,504]
- Elbert School District PK-12 School - Elbert, CO [$17,453,024]
- Alpine Pavilion Ph I - Premier Allergy Clinic - Centennial, CO [$2,228,454]
- SVVSD - Aspen Ridge Preparatory School - Erie, CO [$3,940,242]
- Sundyne Small Jobs 2014 - Arvada, CO [$933,369]
- Falcon High School - Falcon, CO
- Fine Arts Center - Colorado Springs, CO
- The Body Shop - Westminster, CO
- United Memorial Hospital - Greenville, MI
- Wildwood Casino - Cripple Creek, CO
Logan Lenz  
Field Engineer

EDUCATION
BS Construction Management  
Colorado State University

REFERENCES
Bob Exstrom  
Town of Parker  
(303) 840-9546  
bexstrom@parkeronline.org

Nina Lewis  
Eaton Area Park and Recreation District  
(970) 371-2401  
ninalewis@eaprd.com

Emily Stack  
Daedalus Studio  
(303) 449-0107  
emily@daedalusstudio.com

CURRENT WORKLOAD
Logan is currently working on the Greenwood Village Admin and Shop Building project. He will be available for your project.

Logan maintains records of all communication and documentation for each project, large or small. He ensures that all contract documents are kept up-to-date and pertinent and new information is distributed and understood by the necessary trades and end users. He works with subcontractors and FCI field crews to ensure safety procedures are followed, and that proper documentation related to safety is maintained. Logan and Jon recently worked on two similar projects together.

REPRESENTATIVE PROJECTS
- Greenwood Village Admin and Shop Building - Greenwood Village, CO  [$7,814,631]
- Parker Public Works Facility - Parker, CO [$12,985,127] PEMB
- Eaton Area Community Center - Eaton, CO [$24,208,537] PEMB
- CSM - CoorsTek Center for Applied Science and Engineering - Golden, CO [$40,691,026]
- Blue Federal Credit Union - East Drake - Fort Collins, CO  [$3,704,086]
- Blue Federal Credit Union - West Mountain - Fort Collins, CO  [$356,044]
- DPS - Samuels Elementary School Renovations - Denver, CO  [$2,848,106]
Bryan Hemeyer
Vice President of Pre-Construction

Bryan is the Vice President of Pre-Construction covering the Front Range of Colorado and Wyoming. Competitively-bidding, as well as providing full pre-construction services for projects ranging from $50,000 to $50,000,000, Bryan had led his team to great successes in client service and in building beneficial relationships with subcontractors. Due to Bryan’s leadership focusing on methodical and persistent teamwork, project owners are provided with aggressive pricing, best value in performance and quality.

REPRESENTATIVE PROJECTS

- Windsor Public Works/Parks Facility - Windsor, CO [$13,493,632] PEMB
- Eaton Area Community Center - Eaton, CO [$24,208,537] PEMB
- Parker Public Works Facility - Parker, CO [$12,985,127] PEMB
- TIC Training Center & Offices - Aurora, CO [$14,542,067] PEMB
- Platte River Power Authority Office Campus - Fort Collins, CO [$39,464,205] PEMB
- Halliburton Ft Lupton Field Camp - Fort Lupton, CO [$51,117,549] PEMB, w/ Powers Brown
- DCP LaSalle Natural Gas Processing Plant - LaSalle, CO [$4,505,409] PEMB
- CCD - Denver County Jail - Production Kitchen - Denver, CO [$7,387,535] PEMB
- Sundyne Various Projects - Arvada, CO [$3,495,622]
- Greenwood Village Admin and Shop Building - Greenwood Village, CO [$7,814,631]
- Peoria Service Center Improvements Phases I and II - Centennial, CO [$2,586,994]
- Firestone Police and Courts Building - Firestone, CO [$12,781,980]
- Fort Collins Utility Service Center - Fort Collins, CO [$2,276,439]
- DIA Parking Structure Mod 4 West - Denver, CO [$42,458,304]
- Riverside Library and Cultural Center - Evans, CO [$6,948,145]
- Parker Police Headquarters - Parker, CO [$16,196,759]
- Eagle County Justice Center - Eagle, CO [$20,542,163]
- Logan County Justice Center - Sterling, CO [$15,783,997]
- Adams County Animal Control Shelter - Brighton, CO [$1,564,617]
- Parker Fire Administration Building - Parker, CO [$3,727,138]
- Routt County Justice Center - Steamboat Springs, CO [$14,412,782]
Tony Seidling  
Vice President of Front Range Operations

EDUCATION
- Project Management Academy  
  Clemson University
- Business Administration and Construction Training Programs - Clemson University  
  Certified Master Trainer - Construction Safety and Education
- First Aid and CPR
- OSHA 10-hour Training

REFERENCES
- Eric Combs  
  D2C Architects  
  (303) 952-4802  
  ecombs@d2carchitects.com
- Travis Guerette  
  RLH Engineering  
  (970) 686-5695  
  tguerette@rlhengineering.com
- Nina Lewis  
  Eaton Area Park and Recreation District  
  (970) 371-2401  
  ninalewis@eaprd.com

CURRENT WORKLOAD
Tony oversees all Front Range operations for FCI.

Tony's previous experience as a Project Manager is diverse and includes renovation and new construction work for both public and private clients whose main objectives are to provide services to their communities. Due to his extensive construction knowledge and his ability to formulate beneficial working relationships, he serves our clients by assisting the internal FCI team, and also acting as an advisor and liaison to the client and user groups. Tony will also be available to assist you with any public relations or community information as requested.

REPRESENTATIVE PROJECTS
- Windsor Public Works/Parks Facility - Windsor, CO [$13,493,632]  
  PEMB
- Eaton Area Community Center - Eaton, CO [$24,208,537]  
  PEMB
- Platte River Power Authority Office Campus - Fort Collins, CO [$39,464,205]  
  PEMB
- Greenwood Village Admin and Shop Building - Greenwood Village, CO [$7,814,631]
- Northglenn Justice Center - Northglenn, CO [$20,705,298]
- Adams County Fleet Maintenance Facility - Commerce City, CO [$30,000,000]
- Blue Federal Credit Union - East Drake - Fort Collins, CO [$3,704,086]
- Parker Police Headquarters - Parker, CO [$16,196,759]
- Longmont Wellness Education Center - Longmont, CO [$884,489]
- Halliburton Denver - Chase Building Tenant Finish - Denver, CO [$940,465]
- Halliburton 19th Floor Work Space - Denver, CO [$16,373]
- Halliburton Denver 12th Floor Visualization - Denver, CO [$70,177]
- Sundyne Various Projects - Arvada, CO [$3,495,622]
- Renaissance 2075 N Broadway Lofts - Denver, CO [$17,671,086]
- CSM - CoorsTek Center for Applied Science and Engineering - Golden, CO [$40,691,026]
- Firestone Police and Courts Building - Firestone, CO [$12,781,980]
- Vaisala Office Expansion - Louisville, CO [$14,000,000]
- Thornton Active Adult Center - Thornton, CO [$13,500,000]
- Windsor Parks/Rec Building at WPW Site - Windsor, CO [$6,250,000]
- West End Health Clinic - Denver, CO [$878,311]
- Sunrise Loveland Community Health Center - Loveland, CO [$4,025,316]
John Luthi
Regional Safety Manager

Educational Background:
- B.S. Construction Science and Management, Kansas State University
- OSHA 10- & 30-Hour Training
- CPR and First Aid

Professional Experience:
John is FCI's full-time safety manager for the Front Range of Colorado and Wyoming. He is responsible for monitoring and maintaining OSHA and Quality Assurance compliance on FCI projects. His 20+ years of experience in construction inspection, quality control and safety compliance ensure a high standard of quality and job safety on all FCI projects.

Training and Certifications:
- CETC 150 Stormwater Management and Erosion Control
- RMEC 326 Trainer Course Scaffolding
- OSHA 500 Trainer Course for Construction Industry
- CDOT Erosion Control Supervisor Training
- OSHA Construction Outreach Trainer Course
- OSHA 2264 Required Confined Space Entry
- OSHA 3110 Fall Arrest Systems
- USACE Construction Quality Management
- OSHA 3010 Trenching Excavation and Soil Mechanics
- OSHA 3095 Electrical Standards
- RMEC 318 Supervisors Safety Course
- OSHA 2015 Hazardous Materials
- NPDES Stormwater and Sediment Control Trainer Course
- ASHE Healthcare Construction Certification
- RMEC 360 Trainer Course Forklift Operator
- ASHE Infection Control
- EPA-AHERA 16 Hour Asbestos Awareness and O&M Training

Safety is our #1 Priority...

2018 Experience Modification Rate
**Staff Size and Composition**

FCI currently has 380 employees company wide. We operate out of multiple smaller regional offices rather than traveling from major hubs. This provides our clients with high quality, accessible personnel with whom to work and positions us to service our owners and their projects. It also provides our employees an opportunity to work closer to their homes and families. FCI’s Denver Metro Office has 118 full-time employees.

**Key Proposed Personnel**

- **Bryan Hemeyer**
  - Vice President
  - Estimating

- **Tony Seidling**
  - Vice President
  - Operations

- **John Luthi**
  - Regional Safety Manager

- **Dax Diaz, LEED AP**
  - Pre-Construction Manager

  As your Pre-Construction Manager, Dax will lead the team through the budgeting phases of your projects during design, and help to define value options and develop schedule. He offers his vast knowledge of efficient resource allocation.

- **Brandon Ostmeyer**
  - Project Manager

  Brandon is your primary contact during all phases of the project. All information will be processed through him. Brandon’s most recent history includes similar-use buildings, municipal facilities, and projects including PEMB.

- **Jon Riese, LEED AP**
  - Project Superintendent

  Jon is the key person during construction as he is responsible for the physical construction of your project, jobsite safety and quality control. Jon is a dedicated, passionate superintendent, who will help the team to formulate innovative ideas.

- **Logan Lenz**
  - Field Engineer

FCI’s approach to project organization and staffing is team-based. We believe in enlisting the expertise of each individual on the team, and all individuals share equal importance and relevance to the success of our projects. All members of your Project Team will be available for your project from pre-construction through project completion.
Brandon Ostmeyer - Project Manager, will be the FCI Team Leader. He will oversee and direct all aspects of the project from pre-construction to project closeout. Brandon brings his related experience to this project, and he will be responsible for total project success. To ensure this, all communication regarding the project will go through Brandon. This will enable him to make sound decisions in all phases of your project, including pre-construction and construction activities, staffing and scheduling. He will coordinate and schedule weekly meetings as necessary during pre-construction and construction phases to make certain that all involved team members are informed as to what decisions need to be made in the time frames necessary to keep the project on track for success. He will also review all submittals and prepare applications for payment. Brandon will develop and implement the project execution plan during pre-construction. During construction his primary responsibility is to ensure project success in the areas of schedule, budget, quality, safety and client satisfaction. Another big part of his job is communicating with various City of Arvada stakeholders, NV5, Powers Brown team members, subcontractors, and his own crews to coordinate activities and address issues.

Jon Riese - Project Superintendent, will be responsible for the physical construction of the project, including general coordination, planning and scheduling of subcontractors and FCI crews, and quality control to ensure total project success. He will be assisted by the Project Engineer as necessary. FCI Project Superintendents are designated Competent Persons and Site Survey Officers and are responsible and accountable for job site safety. Jon will be field-based and will work full-time from the field office.

Jon creates strong safety culture on his projects by providing an environment that immerses his team in an attitude of safety, whereby he can effectively encourage the propagation of thinking, working, and interacting safely between a multitude of trades people, situations and constraints. He creates safety leaders among the trades by challenging them with becoming safety authorities on site.

Dax Diaz - Pre-construction Manager, will lead the Pre-Construction Team. He will perform all duties necessary for quantity surveys, systems analysis, constructability and material availability research to ensure the timely and accurate development of all estimates. Dax will be responsible for the final document review, budgeting, and coordination of subcontractor bids and correspondence when construction phases are approved. Dax will be supported by an FCI Estimator, and other members of the pre-construction team. Dax will be involved during pre-construction, attend all design meetings, review all subcontracts, and ensure that transition to construction runs smoothly.

Logan Lenz - Project Engineer, will be responsible for the management of all contract documents, to include contract and subcontract administration, RFI’s and submittal review. He will ensure that all contract documents are kept up-to-date and that all pertinent and new information is distributed and understood by the necessary trades and end users. Logan communicates with the Superintendent to ensure adequate resource allocation. Logan will also track material delivery dates to ensure that the project is kept on schedule.

FCI Project Coordinator, is responsible for management of all paperwork throughout the project. She will ensure that communication between FCI’s office and the job site, City of Arvada, NV5, Powers Brown, consultants and subcontractors is timely and accurate.

Bryan Hemeyer - Vice President of Estimating and Marketing, will oversee the operations of the pre-construction team for this project. Bryan will be responsible for the final document review, budgeting, and coordination of subcontractor bids and correspondence when construction phases are approved. Bryan will ensure the recruitment of qualified subcontractors.

Tony Seidling - Vice President of Operations, is responsible for construction operations handled from our Frederick office. He will continually monitor the project, as well as make periodic site visits to ensure FCI and subcontractor resources are properly allocated. Tony will provide support to the Project Manager as necessary to ensure Owner satisfaction and project success.

John Luthi - Regional Safety Manager, is FCI’s full-time safety manager for the Front Range of Colorado and Wyoming. He is responsible for monitoring and maintaining OSHA and Quality Assurance compliance on FCI projects. His 20+ years of experience in construction inspection, quality control and safety compliance ensure a high standard of quality and job safety on all FCI projects.
DETAILS OF PROPOSAL

**Approach to CM/GC Projects**
The majority of our projects are for public clients because having the ability to be a part of project endeavors like public works facilities, libraries, fire stations, schools and community centers holds a special significance. FCI takes pride in the fact that the majority of our project successes come not from one particular market but from a melting pot of different areas of construction. Each client being unique in what their particular vision is for their project. Being able to assist our clients in the realization of their visions, and making them a reality, is what has enabled FCI to become an expert in the construction of our projects, and it is what continues to set us apart from our competition.

Our approach to the City of Arvada Parks & Fleet Maintenance Facility project will be very similar to those we’ve employed on previous projects. We intend to draw upon our project successes and practices to attain the desired result of completing the project in an economical manner while maintaining the highest level of quality and service.

Our job as the CM/GC is to provide timely and accurate information for decision making, keep the project on schedule, provide the perspective of a successful builder to ensure best value, long-term durability, safety and the highest quality. FCI will work closely with members of the City of Arvada, NV5, and Powers Brown to ensure that the best interests of the City are kept at the forefront throughout.

**Preconstruction Approach**

**Collaboration & Communication**
Our team proposes to be a valuable resource by utilizing the team approach during the design phase. Our Project Manager engages in the project at the early design phase and is the FCI main point of contact all the way through close out of the project and warranty period. Our Superintendent also becomes an important piece of the pre-construction planning, pricing, and resource allocation process.

At the beginning of design phase, both the PM and Superintendent (Brandon and Jon) will be available to provide valuable input in areas of their expertise relating to design, planning and construction. Bryan Hemeyer, Vice President of Pre-Construction, will provide his oversight and management of the team during the design phase.

Our Pre-Construction Manager, Dax Diaz, will be responsible for management of the FCI pre-construction team and attend all design meetings. He will oversee and lead the efforts for each phase of pre-construction, bid packaging, subcontractor solicitation and scope review. He will oversee the assembly of each milestone estimate. He will provide cost input for building systems and material selections to the design team throughout the design phase.

The Pre-Construction Team will provide a support role for Dax in any auxiliary actions that need to take place for maximum information availability during design. For example, they will attend design meetings when appropriate, assist with subcontractor solicitation and scope review and assembly of each milestone estimate. They will assist in product research, quantity takeoff and cost input for building systems and material selections to the design team throughout the design phase.
DETAILS OF PROPOSAL

Cost, Schedule, Quality Control
FCI’s proven approach to controlling cost, schedule and quality starts from day one of the design/pre-construction phase of the project. Upon selection as CM/GC, our participation in the design process begins. From initial design meetings through preparation of the individual bid packages, our pre-construction team will work with the City, NV5, and Powers Brown to arrive at a plan for reaching the goals of each project in terms of design, schedule, and budget.

We will update the baseline budget estimate based upon the current documents, building comparisons in pricing between alternative materials or systems, as necessary. Our budget and schedule will be reviewed and revised at progressive stages to update previous information and to incorporate any value engineering elements accepted by the City. These will be reviewed by the Project Team so that everyone understands the format and basis of the estimate, and at this point will become the benchmark against which all cost-driven decisions will be measured.

Cost Estimating
We will also prepare a detailed project schedule, with both pre-construction/design phase and construction phase milestones and activities, including the coordination of moving operations around within the existing building. It will become the benchmark against which all ensuing schedule-driven decisions will be made. This resulting schedule document will incorporate commitments made by all Team members with regard to pre-construction and construction activities as follows:
- City of Arvada & NV5 – related to timely reviews and decisions.
- Powers Brown– meeting commitments regarding design submittals.
- FCI – meeting commitments for cost estimates and construction milestones.

Constructability Review
We will perform: detailed document/constructability reviews of the design documents. We will not only identify coordination issues and challenges, but more importantly, we will develop solutions. We look for critical issues such as:
- Development of a Logistics Plan including crane locations, staging/laydown areas, site access, and protection of the public
- Completeness and clarity of the design documents
- Coordination of the design documents amongst disciplines
- Phasing or sequencing of the work
- Pre-fabrication/Pre-assembly – Minimizes on site labor and can potentially shorten the construction schedule, usually with better quality control

We also view this part of our pre-construction services as the initial phase of our overall project quality assurance program.
Next FCI develops and initiates the Subcontractor Pre-qualification Plan, and Procurement Strategy, including identifying the sequence and number of Bid Package/Trade contracts.

**Subcontractor Pre-qualification Plan**

FCI has been working and developing beneficial working relationships with a variety of local subcontractors, suppliers, permitting officials and design professionals in Colorado since 1978. Having worked on Design-Build, CM/GC, and Competitive Bid projects in Colorado for years, we have immersed ourselves in the local contracting community to better use local resources for the sake of the work and to improve relations between our clients and local businesses. FCI’s long standing relationships with subcontractors and history of successful projects in Colorado allows us to pull from a database of over 4,000 local and Rocky Mountain Region vetted and qualified subs with which to work.

We are familiar with many subcontractors’ work history, as well as their history of reasonable bid price submissions, quality control, responsiveness of warranty issues, flexibility and cooperation when resolving issues, etc. However, we follow a subcontractor selection process to identify and qualify subcontractors regardless of whether or not FCI has worked with them on previous projects.

Our formal, streamlined pre-qualification process guides us in better identifying best qualified subcontractors. FCI is committed to bidding out each trade to a minimum of three subcontractors. In order to ensure that each subcontractor will have the same level of information available to them FCI will advertise, and make information about the project known to the general public. Subcontractors that are capable and compatible with bidding the project will be contacted by email (or fax) at least two weeks before the bid day. This is an Invitation to Bid offering information about the project and a contact name and number at our office if the receiver is in need of any further information. Using this method allows all subcontractors contacted an equal chance to participate in bidding, if they are interested. If a business does not use a fax machine or have access to email, FCI’s estimators will contact the company by phone and determine their interest in the project. (We will then provide documents necessary for all bidders to complete a thorough and accurate bid for their scope of work.) This will eventually narrow down the selections by trade, by geographical area or simply to those companies that are interested in bidding on the project. In addition, FCI will use the services of publications such as the Daily Journal, as well as Internet plan rooms and our website.

Subcontractors are consulted to assist in scheduling, assessing manpower needs, and cost control as well as to maintain contract compliance throughout the completion of the work.

**Procurement of Subcontractors in a Challenging Market**

In today’s marketplace, where resources are often limited, we have found that an early personal outreach program to subs and suppliers is a must to generate project interest and is an important step in maintaining a project budget. We have found that our proactive approach to procurement increases overall participation of subcontractors at bid time, resulting in a more competitive process, ultimately benefiting the City of Arvada. We would like to discuss with you the possibility of signing up critical trades early, potentially in the Design Development phase. By using an early RFP procurement process, we can ensure value, seek out additional Value Engineering options earlier in the project and ensure manpower during construction.
**Details of Proposal**

**Best Value and Systems**

Next we initiate the Value Engineering (VE) process, including a VE report issued to the Team for review and action. Our approach to VE is not merely to cut cost but rather to enhance the value of the project through select revisions to items such as:

- Materials – selection/suitability and local availability
- Procurement strategies
- Constructability issues

Each of these views will be tempered with questions such as ‘What are the City of Arvada’s needs?’ and ‘What options bring the greatest value to the City?’.

Our pre-construction plan for managing the project cost, schedule and quality effectiveness entails a comprehensive and integrated management approach. To be successful, all parts of our management plan are carefully integrated with each other, ensuring that we provide:

- The Team with accurate information in a timely manner in order to make timely decisions.
- Timely answers and solutions to critical questions and issues.
- A proactive approach and process to managing budget, schedule and quality effectiveness issues.

Our hard work and proven approach have served us well. **There are two documented facts that attest to the success of FCI’s pre-construction phase services:**

1. We have never failed to reach a mutually acceptable GMP with a client and
2. The final GMP estimates on our CM/GC projects have averaged about .79% below our previous estimates.

**Transition from Preconstruction to Construction**

Our team will facilitate seamless transition from pre-construction to construction by team members closely working together and putting the plan in place. We fully understand that good communication with the entire project team is essential to the success of a project. Dax will have a turnover meeting with the entire team, to relay all the infinite detail of the final estimate preparation, in an effort to ensure a seamless transition from pre-construction to construction, and to compare information and maximize project success.

To guarantee that the information and understanding rendered during pre-construction meetings is present during construction, we will schedule weekly meetings with field staff. Our field staff can readily access Prolog Manager, our web-based project management system to capture and manage project information from the field to the office. We are also familiar with the electronic project management platform, OwnerInsite, NV5 is using.

FCI was the CM/GC for the replacement Regional Transit Center for the Town of Avon, completed in 2013. This facility includes indoor parking for 24 buses with outdoor parking for four more, a wash and service bay, administrative offices and radio dispatch office. Changes to the site include paving for bus circulation, outdoor fueling for gasoline and diesel and improved site lighting. Additionally, numerous green options are incorporated into the project such as recycled asphalt, storm-water management, energy efficient HVAC systems and local materials. Demolition of existing water, sewer, storm drainage and bus wash as well as the placement of concrete floor slabs proceeded through the harshest of winter weather. The building was built using a geo-pier foundation support system. This major capital project supports two public transit agencies: Avon Transit and ECO Transit. The facility allows the two agencies to provide and support the growing transit needs of the community in addition to replacing degraded and under-sized facilities used by Avon for road maintenance, trails maintenance and general facility and grounds maintenance.
### Schedule of Activities

#### Activity Schedule

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Framing</td>
<td>10.0d</td>
<td>18-Feb-20 08:00</td>
<td>02-Mar-20 16:00</td>
</tr>
<tr>
<td>Equipment Rough-in</td>
<td>5.0d</td>
<td>25-Feb-20 08:00</td>
<td>02-Mar-20 16:00</td>
</tr>
<tr>
<td>Interior Rough-ins</td>
<td>15.0d</td>
<td>25-Feb-20 08:00</td>
<td>16-Mar-20 16:00</td>
</tr>
<tr>
<td>Drywall</td>
<td>10.0d</td>
<td>17-Mar-20 08:00</td>
<td>30-Mar-20 16:00</td>
</tr>
<tr>
<td>Interior Finishes</td>
<td>10.0d</td>
<td>31-Mar-20 08:00</td>
<td>13-Apr-20 16:00</td>
</tr>
<tr>
<td>Plumbing Fixtures, Lights, Diffusers</td>
<td>15.0d</td>
<td>07-Apr-20 08:00</td>
<td>27-Apr-20 16:00</td>
</tr>
<tr>
<td>Owner FFE &amp; Equipment</td>
<td>20.0d</td>
<td>14-Apr-20 08:00</td>
<td>11-May-20 16:00</td>
</tr>
<tr>
<td>Punchlist / TCO</td>
<td>5.0d</td>
<td>21-Apr-20 08:00</td>
<td>27-Apr-20 16:00</td>
</tr>
<tr>
<td>Owner Move-in</td>
<td>0.0d</td>
<td>11-May-20 16:00</td>
<td></td>
</tr>
<tr>
<td>Certificate of Occupance</td>
<td>0.0d</td>
<td>11-May-20 16:00</td>
<td></td>
</tr>
</tbody>
</table>

#### Milestone Dates

- **June 2019:**
  - Interior Framing
  - Equipment Rough-in
  - Interior Rough-ins
  - Drywall
  - Interior Finishes

- **July 2019:**
  - Plumbing Fixtures, Lights, Diffusers

- **August 2019:**
  - Owner FFE & Equipment
  - Punchlist / TCO

- **September 2019:**
  - Owner Move-in
  - Certificate of Occupance

#### Project Timeline

- **October 2019:**
  - Finish of all activities

- **November 2019:**
  - Deliverables and final reports

- **December 2019:**
  - Project closure

- **January 2020:**
  - Final audits and inspection

- **February 2020:**
  - Final payment and closure

- **March 2020:**
  - Follow-up meetings

- **April 2020:**
  - Post-project review

- **May 2020:**
  - Review of project lessons learned

- **June 2020:**
  - Project wrap-up and debriefing
REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: FCI Constructors, Inc.

Contact Names: Project Manager: Bryan Hemeyer, Vice President

Address: 4015 Coriolis Way, Frederick, CO 80504

Phone: (970) 535-4725 Email(s): bhemeyer@fciol.com

The undersigned hereby affirms that:

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

By: ________________________________ Date: May 7, 2019 FEIN: 84-0763878

Typed/Printed Name of Agent: Bryan Hemeyer Title of Authorized Agent: Vice President

Authorized Agent email: bhemeyer@fciol.com

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.

Discount: 0 % ____ Days, Net: 30 ____ Days

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

Page #: _____ Item # or Section: ________________________________

Variance: N/A

Page #: _____ Item # or Section: ________________________________

Variance: ________________________________

Page #: _____ Item # or Section: ________________________________

Variance: ________________________________

Page #: _____ Item # or Section: ________________________________

Variance: ________________________________
**COMPLETED CITY SUBMITTAL FORMS**

**SUBMITTAL INSTRUCTIONS:**
Proposals shall be submitted in the order listed below with each section clearly identified.

X Submit one (1) unbound original proposal, 2 copies and one (1) copy on a flash drive.

X Cover & Executive Summary

X Firm’s and Employees’ Capabilities, Experience, and Licensing including:
- Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded.
- Provide firm’s Interstate Experience Modification Rate for Workmen’s Compensation Insurance used by your insurance carrier.
- Provide three (3) to five (5) examples of similar projects, completed by your proposed team members, which demonstrate relative experience as described in the Method of Award. In (1) page per project, provide the general scope of work, how is it relevant experience, date completed, total project costs, and contact information for the Owner and Owner’s Representative (if applicable).
- Identify the project team members that you propose for this project and include: Proposed role
  - Current résumé (including references)
  - List of relevant projects (as defined above) completed by this individual
  - Clearly state other commitments of this individual throughout the project duration
- Provide a description of the project team organizational structure, clearly identifying team members’ roles and responsibilities for each project phase.
- Provide your firm’s Interstate Experience Modification Rate for Workmen’s Compensation Insurance used by your insurance carrier.

X Details of Proposal – Include a brief narrative (four page maximum) outlining:
- Your firm’s approach to CM/GC projects.
- How your team proposes to be an invaluable resource throughout preconstruction.
- How your team proposes to facilitate seamless transition from preconstruction to construction, to guarantee the information and understanding rendered during preconstruction meetings is present during construction.
- How your team proposes to engage the busy subcontracting community while keeping the selection processes fair and economically advantageous to the City.

X Scheduled Approach to the Project - Provide a proposed summary critical path method schedule, in Microsoft Project or Primavera, depicting your firm’s proposed construction schedule. Include major milestones and durations such as permitting, construction, substantial completion, closeout, etc.

X Completed City Submittal Forms including this sheet and all other attachments specifically requested.

X Completed EXHIBIT B Fee & General Conditions Workbook.xlsx

A. Fee & Time Commitment Tab
1. Provide a Lump Sum Fee for Preconstruction Services (Reimbursable expenses are assumed to be included within the lump sum fee)
2. Provide a Construction Services fee (OH&P) as a percentage of the Cost of the Work. At the point the Final GMP is established, the percentage fee will be calculated and converted to a lump sum Construction Service fee.
3. Provide the Change Order Mark Up % for your firm.
4. Provide the Change Order Mark Up % your firm will allow from subcontractors.
5. Indicate the percentage of ‘contractor's contingency’ your firm would include as part of a Final GMP assuming the Final GMP was executed at different phases of design (i.e. 50%DD, 50%CD, and 100%CD).
6. For each of your proposed team members, provide the amount of time they will be committed to this project, as a percentage of full-time, for each phase.
7. Insurance Costs
8. Bonding Capacity and Costs

B. General Conditions Tab - Fill in each cell with a value as specified
1. A lump sum dollar value calculated based on your proposed schedule.
2. "NO COST" representing there will be no cost for that item in completion of this project
3. "COST OF THE WORK" representing that that item will not be a fixed cost, but rather a tabulated cost of the work. This option should be used very sparingly as the City desires to limit their risk exposure for costs that could arguably be calculated and fixed based on the durations established in your proposed schedule.

X Performance Measures – Acknowledgement and examples of documents to support Performance Measure tracking as defined under Administrative Information, paragraph 2 above.

X Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.

X CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.

X Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _________________________  #2 ______________________ #3 _________________________
REFERENCES: Ideally a mixture of Owners, Architects, Owner’s Representatives and subcontractors, for projects completed or in progress within the last five (5) years.

☐ 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: __________________________________________
____________________________________________________________________________________

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

<table>
<thead>
<tr>
<th>Project Name: Parker Public Works Facility, Parker, CO</th>
<th>Contact Person: Bob Exstrom</th>
<th>Contact Phone: (303) 840-9546</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address: 12285 Tammy Lane Parker, CO 80134</td>
<td>Project Manager Town of Parker</td>
<td>Contact Email: <a href="mailto:bexstrom@parkeronline.org">bexstrom@parkeronline.org</a></td>
</tr>
<tr>
<td>Work/Services Performed: FCI was the CM/GC for this new facility on 13.7 acres with dry and mag chloride storage facilities, shop building with three bays for light maintenance, and a small office area.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name: Northglenn Justice Center, Northglenn, CO</th>
<th>Contact Person: Chief Jim May</th>
<th>Contact Phone: (303) 450-8892</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address: 588 Community Center Dr Northglenn, CO 80234</td>
<td>Chief of Police City of Northglenn</td>
<td>Contact Email: <a href="mailto:jmay@northglenn.org">jmay@northglenn.org</a></td>
</tr>
<tr>
<td>Work/Services Performed: FCI is the CM/GC for the construction of a new 47,600 SF combined Police Department and Municipal Court building (two-story facility). CM/GC. Completed: August 2018.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name: Platte River Power Authority Office Campus, Fort Collins, CO</th>
<th>Contact Person: William Welch</th>
<th>Contact Phone: (970) 215-4099</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address: 2000 E Horsetooth Rd Fort Collins, CO</td>
<td>Owner's Representative William T Welch Company LLC</td>
<td>Contact Email: <a href="mailto:wwelch@wmtwelch.com">wwelch@wmtwelch.com</a></td>
</tr>
<tr>
<td>Work/Services Performed: Construction of a new, 55,000 SF headquarters building, and six additional outbuildings on the same campus. Current project.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name: Greenwood Village Admin and Shop Building, Greenwood Village, CO</th>
<th>Contact Person: Brian Duggan</th>
<th>Contact Phone: (303) 952-4802</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address: 10001 E Costilla Ave Greenwood Village, CO</td>
<td>Architect D2C Architects</td>
<td>Contact Email: <a href="mailto:bduggan@d2carchitects.com">bduggan@d2carchitects.com</a></td>
</tr>
<tr>
<td>Work/Services Performed: FCI is the CM/GC for this addition and renovation to existing facility to include 15,000 SF of new office space plus renovation of existing maintenance bays. Current project.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name: Windsor Public Works/Parks Facility, Windsor, CO</th>
<th>Contact Person: Trevor Fehseke</th>
<th>Contact Phone: (970) 441-1200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address: 922 15th St Windsor, CO 80550</td>
<td>VP of Sales Big Johnson Construction</td>
<td>Contact Email: <a href="mailto:trevor@bjcsteel.com">trevor@bjcsteel.com</a></td>
</tr>
</tbody>
</table>
August 20, 2018

Re: FCI Constructors’ Workers’ Compensation Experience Modifier

To Whom It May Concern:

Below is a summary of FCI Constructors’ NCCI Workers’ Compensation experience modifiers for the renewal and 4 prior policy periods.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Experience Modification Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2018</td>
<td>0.75</td>
</tr>
<tr>
<td>10/1/2017</td>
<td>0.75</td>
</tr>
<tr>
<td>10/1/2016</td>
<td>0.82</td>
</tr>
<tr>
<td>10/1/2015</td>
<td>0.71</td>
</tr>
<tr>
<td>10/1/2014</td>
<td>0.80</td>
</tr>
</tbody>
</table>

I certify that the factors shown above are accurate as of the date of this letter. Please contact me if you need additional information.

Thank you,

Jason Ray, ARM
Risk Analysis
### 2018 OSHA Form 300A

**OSHA’s Form 300A** (Rev. 1/2004)

**Summary of Work-Related Injuries and Illnesses**

All employers covered by the OSHA recordkeeping requirements shall submit this form by the end of the year following the calendar year of occurrence. The information shall be included in the summary report. The Employer's name and the form number (OSHA 300A) shall be entered in the blanks indicated. The employer shall enter the number of injuries and illnesses that occurred during the preceding calendar year. The employer shall complete this form for each calendar year and submit it on or before January 31 of the year following the calendar year of occurrence. The employer shall enter the number of injuries and illnesses that occurred during the preceding calendar year. The employer shall complete this form for each calendar year and submit it on or before January 31 of the year following the calendar year of occurrence.

**Perception Measures**

- Safety as defined by observation and OSHA reportable injuries

### 2018 OSHA Form 300

**OSHA’s Form 300** (Rev. 1/2004)

**Log of Work-Related Injuries and Illnesses**

You must report all work-related injuries and illnesses that result in days away from work, job transfer or restriction, and/or loss of work time of 1 day or more (lost work days), as well as days away from work, job transfer or restriction, and/or loss of work time of 1 day or more (lost work days). You must also report all work-related injuries and illnesses that result in days away from work, job transfer or restriction, and/or loss of work time of 1 day or more (lost work days) as well as other injuries and illnesses that result in days away from work, job transfer or restriction, and/or loss of work time of 1 day or more (lost work days).

**Classify the case by:**

- **Death:**
- **Days away from work:**
- **Employee’s work restriction:**
- **Employee’s job transfer:**
- **Employee’s loss of work time:**
- **Employee’s loss of work time:**

**Record keeping:**

- **Employer’s name:**
- **Date:**
- **Employee’s work restriction:**
- **Employee’s job transfer:**
- **Employee’s loss of work time:**
- **Employee’s loss of work time:**

**Public reporting:**

- **The information on this report is provided to the public:**
- **Employee’s work restriction:**
- **Employee’s job transfer:**
- **Employee’s loss of work time:**
- **Employee’s loss of work time:**

**Summary page:**

- **Average daily number of employees:**
- **Average annual number of employees:**
- **Average monthly number of employees:**
- **Average weekly number of employees:**
- **Average daily number of employees:**
- **Average annual number of employees:**
- **Average monthly number of employees:**
- **Average weekly number of employees:**

**Page totals:**

- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**
- **Total number of injuries and illnesses:**

**Sign here:**

- **Signature:**
- **Title:**
- **Employer’s name:**
- **Date:**
- **Signature:**
- **Title:**
- **Employer’s name:**
- **Date:**

Arvada Parks & Fleet Maintenance Facility
May 7, 2019
Welding of the beams over the Eaton Area Community Center’s gymnasium. No lost time to injuries occurred during the 134,863 manhours that took place on this project. By implementing safety procedures, and keeping project safety goals in sight, FCI was able to complete the project with a remarkable safety record. Safety is Our #1 Priority - Always. Ensuring everyone’s safety on and around our projects is the most important service we provide for our employees, clients, subcontractors and the public. Our EMR standard benchmarks are three times below the industry average and continually improves every year.

This project received the Excellence in Construction Award, in the Institutional $10-25 Million category, and Design-Build Award from the Associated Builders and Contractors, Rocky Mountain Region in 2017.
PERFORMANCE MEASURES

Safety as defined by observation and OSHA reportable injuries

2016 OSHA Form 300A

OSHA’s Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Arvada Parks & Fleet Maintenance Facility
May 7, 2019

Number of Cases
Total number of deaths
Total number of cases with days away from work
Total number of cases with job transfer or restriction
Total number of other recordable cases

Number of Days
Total number of days away from work

Injury and Illness Types
Total number of:
- Injury
- Occupational Disease
- Other
- Total

2016 OSHA Form 300

OSHA’s Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Arvada Parks & Fleet Maintenance Facility
May 7, 2019

Page 29
At FCI, we take pride in our lack of claims and dispute history. We attribute this to our company culture and feel this is a benefit to our Owners to know that we strive to be problem solvers.

There are no outstanding claims, actions, or disputes against FCI Constructors or the company’s principals. Also, FCI Constructors doesn’t have any outstanding claims against another party.

In addition, FCI has never been involved in any project where delay claims or liquidated damages were assessed. In the past five years, FCI Constructors hasn’t been involved in any litigation or arbitration proceedings, and our bonding company has never had to act on our behalf.

**Client Testimonials**

“From the beginning of our project FCI worked with our team to create a successful story. They helped us work through construction cost escalation and a tight budget, yet did not compromise the quality or aesthetic value of the Community Center. The management of budgets and strong initial plans kept our change orders to a minimum, and carrying a list of alternates with constant price evaluations from FCI helped our team continually add alternates into the project.”

Nina Lewis  
Board of Directors President  
Eaton Area Park and Recreation District

“Kiewit’s CEO, Bruce Grewcock, toured the facility last week. He routinely tours Kiewit’s infrastructure & industrial projects all over North America. Bruce has also toured a fair number of our commercial projects (Denver Union Station, new Aurora VA Hospital, TD Ameritrade baseball park in Omaha). He was very impressed with the quality, usability, and sharp/sensible finishes. Someone in class asked him how this stacked up against other facilities he’s seen, he said “I’d put this up against anything in the world”.

Jeff Rodenberg  
former Director of Craft Training  
TIC Training Center & Offices  
Re: TIC Training Center & Offices

“We are always presented with intelligent and thoughtful strategies. I feel like the FCI team cares about what they are doing and how they treat people. FCI has been a good steward of our construction budget; they look for exceptional value and spend extra time doing the research. It is great to do business with people who live in the region; they understand they will be living here long after the project is finished and want to be associated with quality results. We frequently find we have shared interests or common tribulations, which lead to conversations beyond our project; these interactions build trust and improve work productivity for all, both within and across both organizations.”

Ron Laher (retired)  
VP for Administrative Services  
Eastern Wyoming College  
Re: EWC Career & Technical Education Center

“FCI’s open book approach allowed the District to accept and add to the project approximately $2.7 M in alternates which included the addition of approximately $1.7 M in grants and additional funding”.

Travis B. Guerette  
Owner’s Representative  
RLH Engineering  
Re: Eaton Area Community Center
“Early on with our Public Works Campus project the Town was tasked to select the Construction Company that would be the best match for the Town of Windsor. FCI came to the interview completely prepared by doing preliminary investigation with the chosen building site. Your group was aware of some obstacles with this site such as: undergrounding infrastructure beneath a railroad, Greeley’s Water Line, an irrigation ditch, overhead power lines and the importance of County Road 15 as the road feeds a school. This knowledge impressed me greatly and tipped the scales to choose FCI as our Contractor. Now that we have six steel building above ground, the project is moving right along with constant communications as to the progress of this Campus. Your team is very knowledgable and does their very best to keep within budget and the projects timeline. Your company has an excellent rapport with your Sub-Contractors and much experience with most all of them.”

David French
former Facility Manager
Town of Windsor
Re: Windsor Public Works/Parks Facility

“We definitely made the right decision in choosing FCI and your team to construct our Justice Center. You have been absolutely outstanding to work with and built us an amazing building. Your patience, commitment to the vision of the project and ensuring all expectations were met is very much appreciated.”

Chief Jim May
Chief of Police
City of Northglenn
Re: Northglenn Justice Center

“I want to commend Jon for his efforts in getting the temporary trailers ready to pass inspection this morning. Jon was in all day Saturday and Sunday working to get the plumbing worked out. With all of the prep work needed to get us moved Jon has been outstanding.

We have enjoyed our partnership with FCI and Jon, through his efforts, is strengthening it daily.”

Jeremy Hanak
Engineering & Operations Administrator
City of Greenwood Village
Re: TIC Training Center & Offices

“Phase 2 Company recently had the privilege of assisting FCI on the construction of the new TIC Training Center & Offices facility in Aurora, CO. FCI's management team did a fantastic job of scheduling, coordinating and overseeing the project which made it possible for the subcontracts to work side by side with great success.”

Jay Kendall
Project Manager
Phase 2 Company
Re: TIC Training Center & Offices

“Jon Riese has a tremendous skill in understanding all of the complexities involved with this project. He brings a high level of details, craft, and intuition to the submittal review and coordination process. And his ability to think creatively, problem solve, and communicate in the field is outstanding.”

James Taylor, AIA
Anderson Mason Dale Architects
Re: Parker Police Headquarters
## Meeting Minutes

**Performance Measures - Quality of Contracted Work - Meeting Minutes**

### OAC Construction Progression Meeting Meeting 39

<table>
<thead>
<tr>
<th>Date</th>
<th>Start</th>
<th>End</th>
<th>Next Meeting</th>
<th>Next Time</th>
<th>Prepared By</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/30/2019</td>
<td>9:00 AM</td>
<td>11:00 AM</td>
<td>5/7/2019</td>
<td>9:00 AM</td>
<td>Preston Carpenter</td>
<td>FCI Constructors, Inc. - Frederick</td>
</tr>
</tbody>
</table>

**Purpose**
- OAC Construction Progression Meeting

**Location**
- FCI Onsite Project Trailer

**Next Location**
- FCI Onsite Project Trailer

### Attended By
- Town of Firestone - Alan Yoder
- Town of Firestone - Dave Lindsay
- Town of Firestone - Ed Jansury
- Roth Sheppard Architects - Charley Starr
- Roth Sheppard Architects - Samantha Strang
- FCI Constructors, Inc. - Frederick - Tom Boucha
- FCI Constructors, Inc. - Frederick - Luke Godwin
- FCI Constructors, Inc. - Frederick - Jennifer Hansen
- FCI Constructors, Inc. - Frederick - Preston Carpenter
- Roth Sheppard Architects - Brian Berryhill
- Roth Sheppard Architects - Avik Guha
- Roth Sheppard Architects - Iassen Vladimirov
- FCI Constructors, Inc. - Frederick - Aaron Nuland
- FCI Constructors, Inc. - Frederick - Levi Bayer

### Old Business

#### 4 Week Schedule

**001 - Schedule**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl’d</th>
<th>Cls’d</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>4 Week Schedule</td>
<td></td>
<td>On-going</td>
<td>04/30/19;</td>
<td>No</td>
<td></td>
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</table>

1.) Please refer to the attached 4wk Schedule.

#### Safety Update / QA-QC

**002 - Safety**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl’d</th>
<th>Cls’d</th>
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</thead>
<tbody>
<tr>
<td>002</td>
<td></td>
<td></td>
<td>On-going</td>
<td>04/30/19;</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

1.) Safety Discussion:
2.) Please see attached QA/QC log.
### 003 - RFI's

**Old Business**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Cls'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-003</td>
<td>04/30/19: RFI Update</td>
<td></td>
<td>On-going</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>1.) See attached log.</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### 004 - Submittals

**Old Business**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Cls'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-004</td>
<td>04/30/19: Submittal Review</td>
<td></td>
<td>On-going</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>1.) See attached log.</td>
<td></td>
<td></td>
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</tr>
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</table>

### 005 - Change Orders

**Old Business**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
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<th>Due Date</th>
<th>Cls'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-005</td>
<td>04/30/19: Change Order Items-</td>
<td></td>
<td>On-going</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>1.) Potential upcoming items include: ASI 02, ASI 03, ASI 04, ASI 05, ASI 06, ASI 07, ASI 08, ASI 09, ASI 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.) Snorkel to be added back into project. Please reference COR 05.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.) FCI submitted pricing for updated cuff bar at interview tables based upon FPD request. Please reference COR 2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.) Metal mesh to be added to the ceiling in Evidence Packaging at locations discussed during OAC. Please reference COR 4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.) Clean agent system to be further discussed. Please reference COR 3. RSA to confirm if proposed product is acceptable.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7.) CISCO WAP credit - COR 007 - Approved 3/26/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.) COR 008 - Return Air Pathways Not Included in Design &amp; Flex Locker Room Air Flow</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9.) COR 009 - Beam Penetrations for Sprinklers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10.) COR 010 - Pod Wall Redesign &amp; 054000 Shop Drawing Updates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11.) COR 011 - Fitness Room Flooring</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### PERFORMANCE MEASURES

**Meeting Minutes**

Detailed (Editable), Grouped by Topic for each Meeting and by 'Old Business' and 'New Business'

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl'd</th>
<th>Cls'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.)</td>
<td>COR 012 - BDA Upgrade to Meet Design Intent</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.)</td>
<td>Circuit Updates + Fiber Optics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.)</td>
<td>Chair Rail in Courtroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.)</td>
<td>Interior Polycarbonate Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.)</td>
<td>AHU-2 Return Air Pathway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.)</td>
<td>Courtyard Elevation Bust</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**006 - General Business**

**Old Business**

**Mock Ups**

010-004  Please refer to previous meeting minutes for notes earlier than 02/05.

- 02/05/19: Flynn is scheduled to install Parapet cap before next OAC. Berridge panels to be installed in approximately two weeks.
- 02/12/19: Flynn parapet cap installed on mock up.
- 02/26/19: FCI has provided a flashing mock-up on the South elevation. RSA and FCI to review in the field.
- 03/12/19: Berridge panel and trim installed on the mock-up. Reviewed during OAC field walk.
- 04/23/19:
  1.) Interior ceiling tile mock up - waiting for diffuser to complete mock up
  2.) Mock up of drywall finish + Acrylic finish to be completed in building

**FF&E Status**

012-001  Please refer to previous meeting minutes for notes earlier that 02/26/19.

- 02/26/19: Meeting to be set up between Dave, Avik, SSR, and the town's IT department. After meeting the responsibility matrix will be re-reviewed and distributed to FCI for confirmation. The town is leaning towards a Cisco system (pending final selections and confirmation).
- Rough for IT shall not be completed until addition of 208 outlets has been coordinated between Firestone, RSA, and SSR.
- 03/05/19: FCI requested backing requirements for FF&E items. Avik G. to provide information.
- 03/12/19: FCI requested for backing questions to be clarified by April 2nd.
- 03/19/19: Backing for FF&E will not be required per RSA email. FCI noted that there may be a double up in regards to fitness flooring (Listed in FF&E and Subcontractor submitted).
- 03/26/19: Projectable white board in Training Room - wall to be sheathed and drywall over to ensure flatness
- 04/02/19: Meeting with RSA and FPD to be held to discuss FF&E

**Pre-Construction Meetings**
### Performance Measures

**Meeting Minutes**

Detailed (Editable), Grouped by Topic for each Meeting and by 'Old Business' and 'New Business'

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl'd</th>
<th>Cle'd</th>
</tr>
</thead>
</table>
| 013-002 | 04/30/19: 1.) Preconstruction meetings to be scheduled: Foothills, Jaco, CML, CBS, Gotcha Covered, Carpet One, Specialties Contracting, MGC, Image 360, Alpine  
- RSA is to be included in pre-con meeting with Foothills Custom Cabinetry |      | In Progress |          |         | No    |

**Maintenance and IT Representatives**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl'd</th>
<th>Cle'd</th>
</tr>
</thead>
</table>
| 013-005 | 10/09/18: FCI requested contact information for project Maintenance and IT representatives. Representatives to attend OAC's the last three months of the project. Dave. L to provide contacts when they are chosen.  
01/22/19: Firestone is in the hiring process for an Operation and Maintenance Manager. Dave L. aims to include the selected individual in OAC meetings in order to familiarize them with the project.  
03/19/19: Dave L. noted that a candidate from Public Works may begin attending OAC meetings.  
4/23/19: Town hired a new public works director, they will be visiting the jobsite |      | In Progress |          |         | No    |

**Upcoming ASI**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl'd</th>
<th>Cle'd</th>
</tr>
</thead>
</table>
| 023-001 | Please refer to previous meeting minutes for notes earlier than 02/26/19.  
02/26/19: Upcoming ASIs include the following: reception desk connection details, fiber and outlet updates per IT.  
03/19/19: ASI 11 to be released at a later date. FCI to put Linx's cable order on hold until ASI 11 is released.  
04/09/19: MDF/IDF fiber to be addressed via RFI  
04/23/19: ASI 10-1 released on 4/24/19 for further clarification a Front Desk |      | In Progress |          |         | No    |

**Emergency Alert System**

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl'd</th>
<th>Cle'd</th>
</tr>
</thead>
</table>
| 023-002 | 01/08/19: Paging systems will be utilized for the following: building alerts if someone in custody escapes, alerts to dispatch and strategic building locations if panic buttons are hit. FCI to follow up with Beacon on potential system configurations that will achieve the functionality listed above.  
01/22/19: Beacon's engineers are working through configurations. FCI is expecting their recommendations by the end of next week.  
01/29/19: Beacon requires additional coordination with AVI/SPL. FCI goal is to have proposed solutions by next week. As discussed, rough in for paging systems will not be required. However, routing for panic button alert systems will be needed.  
02/05/19: Proposed solutions to be researcher by Beacon and AVI/SPL by upcoming technology meeting.  
02/26/19: Further coordination is awaiting phone system selections. FCI to provide switch locations (RFI 179). FPD to provide zoning preferences. |      | In Progress |          |         | No    |
### Utilities

<table>
<thead>
<tr>
<th>Item</th>
<th>Meeting Item Description</th>
<th>Resp</th>
<th>Status</th>
<th>Due Date</th>
<th>Compl’d</th>
<th>Cls’d</th>
</tr>
</thead>
<tbody>
<tr>
<td>031-001</td>
<td>03/19/19: ToF is currently processing Comcast and Centurlink bids. Contract expected to be released in June.</td>
<td>In Progress</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>04/02/19:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.) Gas meter to be onsite 4/5/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/23/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.) Landscaping to begin in June - no further trenching activities</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

03/19/19: In order to move forward, FCI to notify AVI/SPL that Firestone plans to proceed with CISCO.

04/09/19: Town IT to verify that CISCO can help with programming phone system with associated zones/alerts.

4/23/19: Conference call to be held with CISCO, TimberLAN, and Beacon.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Location</th>
<th>Item Description</th>
<th>Report #</th>
<th>Generated by</th>
<th>Date Observed</th>
<th>Responsible Sub</th>
<th>Date Completed</th>
<th>Verified by</th>
<th>Discussed at OAC</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>#183 Male Holding</td>
<td>Crooked/mis-aligned installation of Floor Drain</td>
<td>RSA #4</td>
<td>Charley Starr</td>
<td>11/27/18</td>
<td>MPI</td>
<td></td>
<td></td>
<td></td>
<td>Floor drain has been adjusted. Concrete patch to be smoothed for</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>levelness</td>
</tr>
<tr>
<td>25</td>
<td>Area A</td>
<td>Overall floor flatness value between Gridlines A and C is 27.23 with a specified min. overall value of 50</td>
<td>N/A</td>
<td>Terracon</td>
<td>12/12/19</td>
<td>J-Built</td>
<td></td>
<td></td>
<td></td>
<td>Ground Engineering performed a second test a received a floor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>flatness value of 35 and floor levelness of 59</td>
</tr>
<tr>
<td>40</td>
<td>North Monitor Steel Plate</td>
<td>Caulking Inconsistent</td>
<td>RSA #8 &amp; OR #8</td>
<td>Charley Starr</td>
<td>3/22/19</td>
<td>FCI</td>
<td></td>
<td></td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>41</td>
<td>Mechanical Yard</td>
<td>Concrete Curb/Footing Repair or removal</td>
<td>RSA #8</td>
<td>Charley Starr</td>
<td>3/22/19</td>
<td>J-Built</td>
<td></td>
<td></td>
<td></td>
<td>Complete - Need to Verify</td>
</tr>
<tr>
<td>43</td>
<td>Carport Steel Base Plates</td>
<td>Grout to be rounded edge/ broom finish</td>
<td>RSA #8</td>
<td>Charley Starr</td>
<td>3/22/19</td>
<td>J-Built</td>
<td></td>
<td></td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>44</td>
<td>S. side of Park Ave</td>
<td>Erosion embankment needs control blanket</td>
<td>Elev. Consulting</td>
<td>Lincoln Thomas</td>
<td>4/3/19</td>
<td>FCI/Owner</td>
<td></td>
<td></td>
<td></td>
<td>Working with David to provide blanket and solution. FCI to check</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>on Stormwater Detail</td>
</tr>
<tr>
<td>46</td>
<td>Sally Port &amp; Northeast Courtyard</td>
<td>scratches and damage to Berridge Thin-Line panels</td>
<td>RSA #9</td>
<td>Charley Starr</td>
<td>4/2/19</td>
<td>FCI/Flynn</td>
<td></td>
<td></td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>47</td>
<td>Carport West Wall</td>
<td>Cold Formed Framing and Sheathing</td>
<td>RSA #12</td>
<td>Charley Starr</td>
<td>4/23/19</td>
<td>Phase 2</td>
<td></td>
<td></td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>48</td>
<td>MDF # 197</td>
<td>Cold Formed Framing / Kicker</td>
<td>RSA #12</td>
<td>Charley Starr</td>
<td>4/23/19</td>
<td>Phase 2</td>
<td></td>
<td></td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>49</td>
<td>Fitness Area &amp; Mech Yard</td>
<td>Steel Plate Coping Detail</td>
<td>RSA #12</td>
<td>Charley Starr</td>
<td>4/23/19</td>
<td>FCI</td>
<td></td>
<td></td>
<td></td>
<td>RFI #240</td>
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<tr>
<td>50</td>
<td>Sally Port Overhead Doors</td>
<td>Gaps at Steel Plate</td>
<td>RSA #12</td>
<td>Charley Starr</td>
<td>4/23/19</td>
<td>FCI</td>
<td></td>
<td></td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>51</td>
<td>Carport</td>
<td>Structural Steel, CMU Masonry Wall, and TPO Roofing transition</td>
<td>RSA #12</td>
<td>Charley Starr</td>
<td>4/23/19</td>
<td>J-Built/Flynn</td>
<td></td>
<td></td>
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<td>In progress</td>
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</tbody>
</table>
### Firestone Police and Municipal Courts

#### 4 - Week Short Interval Schedule

<table>
<thead>
<tr>
<th>Work Items</th>
<th>Month (Day)</th>
<th>May</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>FIRESTONE POLICE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Work</td>
<td></td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>Sidewalks north site</td>
<td>X X X</td>
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<td></td>
</tr>
<tr>
<td>Montage Commercial Fence and gates</td>
<td>X X X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardlid ceiling framing</td>
<td>X X X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gym and Locker rooms</td>
<td>X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paint primer and 1st coat</td>
<td>X X X X X X X</td>
<td></td>
<td>Maximum Painting</td>
</tr>
<tr>
<td>Trim out</td>
<td>X X X X X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evidence - Area #2 sequence schedule</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Drywall install/finish</td>
<td>X X X</td>
<td></td>
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</tr>
<tr>
<td>Drywall Install</td>
<td>X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gym and Locker rooms</td>
<td>X X X</td>
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<td></td>
</tr>
<tr>
<td>In wall Electrical</td>
<td>X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area C pod walls</td>
<td>X X X</td>
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<td></td>
</tr>
<tr>
<td>Detention Area</td>
<td>X X X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area B pod walls</td>
<td>X X X</td>
<td></td>
<td></td>
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</tbody>
</table>

**LEGEND**

- B=Begin
- S=Suspend
- R=Resume
- C=Complete
- X=Activity
- P=Pour
- I=Intermittent Work

---

Client: Town of Firestone  
Location: Firestone, CO  
Project No: 30-18-006  
By: LG  
Date: 4/30/2019
<table>
<thead>
<tr>
<th>Work Items</th>
<th>Day</th>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
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<th>F</th>
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<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area A Court room, entry, public bath</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Ceiling Grid framing</td>
<td>28</td>
<td>X</td>
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</tr>
<tr>
<td>Innovative Interiors</td>
<td>29</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Install LF illumination Montgomery - submittal delay</td>
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LEGEND
B=Begin S=Suspend
R=Resume C=Complete
X=Activity P=Pour
I=Intermittent Work
## PERFORMANCE MEASURES

Work completed within required schedule

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<td>DIV 23</td>
<td>Diffusers, Registers, and Grilles</td>
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<td>Switchboards</td>
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<td>Chain Link Fences &amp; Gates</td>
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<td>Training Room Projector and Future Simulator Requirements/Clarifications</td>
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<td>Parapet Cap Locations M135 &amp; M367</td>
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<td>TV Elevation and Locations</td>
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<td>Judge's Bench Wall Outlet</td>
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### Performance Measures

**Responsiveness and follow through on requests**

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**Submittal**

**Summary Log In Review**
### Windsor Public Works Project - Windsor, CO

#### PERFORMANCE MEASURES

**Fair and justifiable change orders**

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**Arvada Parks & Fleet Maintenance Facility**

**May 7, 2019**

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**CHANGE ORDER REQUEST SUMMARY LOG**

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<tr>
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<th>DESCRIPTION</th>
<th>DATE SUBMITTED</th>
<th>APPROVED / REJECTED</th>
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<td>003</td>
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**BVR SUMMARY LOG**

**Original Contingency:** $364,121

**BVR:** Total Pending $0

**Total Approved:** $154,093

**Remaining Contingency:** $28

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<th>DESCRIPTION</th>
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WINDSOR PUBLIC WORKS PROJECT
CLOSEOUT DOCUMENTS

TABLE OF CONTENTS

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DIVISION 3 - CONCRETE

033500 – Polished Concrete Finishing                                  Concrete Floor Systems

DIVISION 4 - MASONRY

042000 – Unit Masonry                                                  Big Horn Masonry, Inc

DIVISION 5 – METALS

051200 – Structural Steel                                             St. Thomas Steel, Inc

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

062000 – Architectural Wood Casework                                  L.A. Woodworks, Inc

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

079200 – Joint Sealants                                                Artistic Caulking, Inc

DIVISION 8 - OPENINGS

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<td>083310 – Overhead Coiling Doors</td>
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### DIVISION 9 - FINISHES

- 090000 – CFMF/GYPSUM BOARD ASSEMBLIES: SONRISE CONSTRUCTION & DRYWALL
- 093000 – TILING & RESILIENT FLOORINGS: EASTCO INTERIORS, INC
- 095100 – ACOUSTICAL CEILINGS: ACOUSTICS & INTERIORS INC
- 099000 – PAINTING: MOLECULAR COATINGS, INC

### DIVISION 10 – SPECIALTIES

- 101400 - SIGNAGE: DA VINCI SIGN SYSTEMS, INC
- 102226.33 – FOLDING PANEL PARTITIONS: CONTINENTAL PARTITION SYSTEMS, INC
- 102800 – MISC SPECIALTIES: SPECIALTIES CONTRACTING, INC

### DIVISION 11 - EQUIPMENT

- 110000 – SHOP EQUIPMENT: EATON SALES & SERVICE, LLC

### DIVISION 12 - FURNISHINGS

- 122113 – WINDOW COVERINGS: BLINDSHINE, INC

### DIVISION 13 – SPECIAL CONSTRUCTION

- 131100 – FUELING SYSTEM: AGFINITY, INC
- 133419 – PRE-ENGINEERED METAL BUILDING SYSTEMS: BIG JOHNSON CONSTRUCTION
- 135000 – FIRE PROTECTION SYSTEM: FRONT RANGE FIRE PROTECTION

### DIVISIONS 22 & 23 – PLUMBING & HVAC

- 222000/23100 – PLUMBING & HVAC SYSTEMS: WRAY PLUMBING & HEATING
- 230900 – TEMPERATURE CONTROL SYSTEMS: AIR COMFORT, INC

### DIVISIONS 26 & 28 – ELECTRICAL & FIRE ALARM

- 260500 – ELECTRICAL SYSTEMS COMPLETE: MERIT ELECTRIC
- 283111 – DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM: MERIT ELECTRIC
- 284000 – HARDWIRE SECURITY SYSTEM: SECURITY & SOUND DESIGN, INC
DIVISION 31 – EARTHWORK

312000 – EARTH MOVING, PAVING, & PAVEMENT MARKINGS  E-Z EXCAVATING, INC

DIVISION 32 – EXTERIOR IMPROVEMENTS

321700 – PAVEMENT MARKINGS  KC STRIPING, INC
323113 – CHAIN LINK FENCING & GATES  DEAN CONTRACTING, INC
328000 – LANDSCAPING & IRRIGATION  BATH LANDSCAPE & IRRIGATION

DIVISION 33 - UTILITIES

330000 – UTILITY SERVICES  E-Z EXCAVATING, INC
332100 – IRRIGATION PUMP ASSEMBLY  QUALITY WELL AND PUMP LLC
### General Conditions

**Arvada Parks Fleet CM/GC RFP**

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## General Conditions

**Arvada Parks Fleet CM/GC RFP**  
5/7/2019

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**Total General Conditions & Fees**  
436,204  

*Not including Precon or CM Services Fees*

**Proposed Total Schedule Duration (months)**  
36 7 Months
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### Fees & Time Commitment

**Arvada Parks Fleet CM/GC RFP**

5/7/2019

<table>
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<tr>
<th>Description</th>
<th>Value</th>
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<tr>
<td>Preconstruction Services Fee (Lump Sum)</td>
<td>$27,706</td>
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<tr>
<td>Construction Services Fee (OH&amp;P) % Cost of the Work</td>
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<td>Change Order Markup - CM/GC (%)</td>
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<tr>
<td>Change Order Markup - Subcontractor (%)</td>
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**Contractor’s Contingency in Final GMP**

(assuming a GMP is executed at the following stages)

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<th>% of GMP</th>
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<td>100% SD</td>
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<td>50% DD</td>
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<tr>
<td>100% DD</td>
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<td>100% CD</td>
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**Time Commitment**

(as a percentage of full time)

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<tr>
<th>Role</th>
<th>Preconstruction</th>
<th>Construction</th>
<th>Close/Out</th>
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<td>1</td>
<td>33%</td>
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## Exhibit – FCI Billable Labor Rates

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<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Senior Project Manager</td>
<td>$114.00</td>
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<tr>
<td>Project Manager</td>
<td>$103.00</td>
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<tr>
<td>Assistant Project Manager</td>
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<td>General Superintendent</td>
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<td>Project Superintendent</td>
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<td>Office Engineer</td>
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<td>Field Engineer</td>
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<td>BIM Manager</td>
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<td>BIM Technician</td>
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<td>Pre-Construction Manager</td>
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<td>Estimator</td>
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<td>Safety Manager</td>
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<td>Project Coordinator</td>
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<td>Carpenter</td>
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<td>Laborer</td>
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Rates are inclusive of labor burden costs, state and federal unemployment, worker’s compensation, health insurance, vacation pay, retirement and safety compliance.

Rates above are based on 40 hours per week- Multiply by 1.5 to calculate Overtime rate for hourly personnel.

Rates are exclusive of vehicle, cell phone, computer, or other related expenses.

Rates are subject to a 3-5% increase starting 12 months past the date of the execution of the Prime Agreement, which shall be subject to appropriation and availability of funds.
### Exhibit - FCI Equipment Rental Rates

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<th>EQUIPMENT</th>
<th>DAILY RATE</th>
<th>WEEKLY RATE</th>
<th>MONTHLY RATE</th>
<th>PERIOD (D,W,M)</th>
<th>CODE</th>
<th>DATE IN</th>
<th>DATE OUT</th>
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<td>CORE DRILL 2&quot;-5&quot; (+BIT WEAR)</td>
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<td></td>
</tr>
<tr>
<td>SURVEY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit XX - FCI Equipment Rental Rates

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>LASER (LEVEL, ROTATING)</td>
<td>33.00</td>
<td>106.00</td>
<td>233.00</td>
</tr>
<tr>
<td>ROBOTIC TOTAL STATION</td>
<td>225.00</td>
<td>810.00</td>
<td>2,695.00</td>
</tr>
<tr>
<td>REBAR LOCATOR</td>
<td>27.00</td>
<td>78.00</td>
<td>162.00</td>
</tr>
<tr>
<td>THEODOLITE</td>
<td>112.00</td>
<td>335.00</td>
<td>670.00</td>
</tr>
<tr>
<td>TOTAL STATION</td>
<td>63.00</td>
<td>225.00</td>
<td>715.00</td>
</tr>
<tr>
<td><strong>TRUCKS/TRAILERS/STORAGE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16' FLATBED TRAILER</td>
<td>120.00</td>
<td>240.00</td>
<td>485.00</td>
</tr>
<tr>
<td>16' CARPENTER TRAILER (ENCLOSED)</td>
<td>120.00</td>
<td>240.00</td>
<td>485.00</td>
</tr>
<tr>
<td>COMPRESSOR TR.</td>
<td>182.00</td>
<td>536.00</td>
<td>1,295.00</td>
</tr>
<tr>
<td>GENERATOR TR.</td>
<td>150.00</td>
<td>450.00</td>
<td>1,300.00</td>
</tr>
<tr>
<td>OFFICE TRAILER</td>
<td>700.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PICKUP</td>
<td></td>
<td>1,025.00</td>
<td></td>
</tr>
<tr>
<td>PICKUP (ON SITE USE ONLY)</td>
<td></td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>PICKUP WITH SNOWPLOW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORAGE VAN (CON-X)</td>
<td>25.00</td>
<td>75.00</td>
<td>225.00</td>
</tr>
<tr>
<td>TRASH DUMP TRAILER (12')</td>
<td>99.00</td>
<td>225.00</td>
<td>445.00</td>
</tr>
<tr>
<td>WATER TANK WITH TRAILER</td>
<td>158.00</td>
<td>465.00</td>
<td>945.00</td>
</tr>
<tr>
<td>BRUSH HOG TOW BEHIND</td>
<td>225.00</td>
<td>520.00</td>
<td>1,170.00</td>
</tr>
<tr>
<td><strong>TOOLS AND MISC.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60# HAMMER AIR</td>
<td>76.00</td>
<td>227.00</td>
<td>490.00</td>
</tr>
<tr>
<td>90# HAMMER AIR</td>
<td>95.00</td>
<td>250.00</td>
<td>540.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER/EQUIPMENT</td>
<td></td>
<td></td>
<td>225.00</td>
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<tr>
<td>COMPACTOR JUMPING</td>
<td>107.00</td>
<td>330.00</td>
<td>590.00</td>
</tr>
<tr>
<td>CORE DRILL 2&quot;-5&quot; (+BIT WEAR)</td>
<td>133.00</td>
<td>220.00</td>
<td>810.00</td>
</tr>
<tr>
<td>DEMOLITION SAW</td>
<td>67.00</td>
<td>175.00</td>
<td>525.00</td>
</tr>
<tr>
<td>DRYWALL TEXTURE SPRAYER (30 GAL)</td>
<td>44.00</td>
<td>113.00</td>
<td>335.00</td>
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<tr>
<td>ELECT. HAMMER (T-905)</td>
<td>95.00</td>
<td>237.00</td>
<td>378.00</td>
</tr>
<tr>
<td>HILTI VC 40-U WET/DRY VAC (DUST COLLECTOR)</td>
<td>22.00</td>
<td>87.00</td>
<td>260.00</td>
</tr>
<tr>
<td>MOTORIZED POST DRIVER</td>
<td>95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAINT SPRAYER</td>
<td>76.00</td>
<td>225.00</td>
<td>452.00</td>
</tr>
<tr>
<td>PALLET JACK</td>
<td>72.00</td>
<td>197.00</td>
<td>468.00</td>
</tr>
<tr>
<td>PIPE INSPECTION CAMERA, 100'</td>
<td>175.00</td>
<td>800.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>PLATE COMPACTOR</td>
<td>110.00</td>
<td>300.00</td>
<td>608.00</td>
</tr>
<tr>
<td>PRESSURE WASHER</td>
<td>105.00</td>
<td>375.00</td>
<td>790.00</td>
</tr>
<tr>
<td>RIDE ON FLOOR SCRAPER (ELECTRIC)</td>
<td>80.00</td>
<td>2,000.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td>ROTO HAMMER AND BITS</td>
<td>87.00</td>
<td>256.00</td>
<td>600.00</td>
</tr>
<tr>
<td>TRASH CHUTE 30&quot; DIAM WITH MOUNTING ACCESSORIES</td>
<td>68.00</td>
<td>234.00</td>
<td>675.00</td>
</tr>
<tr>
<td>WELDER 200AMP</td>
<td>116.00</td>
<td>297.00</td>
<td>576.00</td>
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<tr>
<td>WIRE FEED WELDER</td>
<td>39.00</td>
<td>116.00</td>
<td>232.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* OR 1/2 THE VALUE OF THE BLANKET(S) WHEN USED FOR A SEASON, WHICHEVER IS LESS.

** GPR is $2,000.00/day; $1000 / half-day (minimum charge)

*** Information Technology rate is $245/month/ per user. Includes: Job Site based computers, iPads, tablets, IT hardware, and supporting software licenses & IT support.

**** For heaters less than 400,000 BTU, the D/W/M rate is a lump sum, regardless of quantity of heaters mobilized. These are small(er) units.
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-115 A Resolution Restructuring the Membership of the Design Review Advisory Committee

Report in Brief

The Olde Town Design Review Committee (DRC) was originally created in 2004 as a five-member Board. In 2014 the DRC was reorganized to include seven members. The City Council-appointed Committee serves as the Community's review of the Olde Town Design Guidelines for various projects in Olde Town. The Committee consisted of one (1) representative of the Historical Society, one (1) representative of HOTA, one (1) resident in Olde Town, one (1) business or commercial property owner in Olde Town, and three (3) at-large members from the City of Arvada.

Since 2014, the Business Improvement District (BID) has been established in Olde Town and taken on a larger leadership role within the Olde Town area. As a result, the City team believes that it is appropriate for the BID to have official representation on the DRC.

The Arvada team recommends that the City Council approve R19-115, A Resolution Restructuring the Membership of the Design Review Advisory Committee.

Financial Impact

N/A

Background

Over the past several years the Historic Olde Town Arvada (HOTA) has played an important and integral role in Olde Town. However, with the formation of the BID in 2016 nearly all of the duties of HOTA transferred to the BID. In addition, as the entity that is responsible for implementing a self imposed assessment and self governance to determine how to manage and improve Olde Town in collaboration with the City, it makes sense to provide the BID with representation on the DRC. This change in the DRC will help better formalize the working relationship between the City and Olde Town.

Discussion

The City and the BID have a formal relationship which is renewed each year through a Memorandum of Understanding (MOU). As part of the formal relationship the City has with the BID, it is important that the BID be part of the voice of the Olde Town area. One meaningful way that the BID can express that voice is through its participation on the DRC.

The recommended action will remove HOTA from the DRC and establish the BID as the representative of the Olde Town business community. The DRC will remain as a seven-member Council-appointed committee.

Public Contact

Posting on the City Council Agenda.
Commission Recommendation

N/A

Strategic Alignment

This proposed action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R19-115, A Resolution Restructuring the Membership of the Design Review Advisory Committee.

Suggested Motion:

I move that R19-115, A Resolution Restructuring the Membership of the Design Review Advisory Committee, be (approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/30/2019

Approved by:
Ryan Stachelski, Director of Community and Economic Development  10/30/2019
Lori Graham, Senior Assistant City Attorney  11/5/2019
Rachel Morris, City Attorney  11/5/2019
Lorie Gillis, Deputy City Manager  11/5/2019
Mark Deven, City Manager  11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-115

A RESOLUTION RESTRUCTURING THE MEMBERSHIP OF THE DESIGN REVIEW ADVISORY COMMITTEE

WHEREAS, by Resolution No. R04-125, approved September 13, 2004, City Council established terms and qualifications for the Design Review Committee, now known as the Design Review Advisory Committee (DRC); and

WHEREAS, by Resolution No. R14-030, City Council restructured the membership of the DRC to include seven (7) members, with representation on the Board by Arvada Historical Society, Historic Olde Town Arvada (HOTA), one resident property owner within the Olde Town zoning district, one business owner or business property owner within the Olde Town zoning district; and three (3) at-large residents of the City of Arvada; and

WHEREAS, City Council now wishes to revise the representation requirements previously established in Resolution No. R14-030 by removing the requirement of having one representative of Historic Olde Town Arvada (HOTA) on the DRC and replacing it with the requirement of having one representative of the Business Improvement District (BID) on the DRC.

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

Section 1. Membership of the DRC shall be comprised of one (1) representative of the Arvada Historical Society; one (1) representative of the Olde Town Arvada Business Improvement District (BID); one (1) resident property owner within the Olde Town zoning district; one (1) business owner or business property owner within the Olde Town zoning district; and three (3) at-large residents of the City of Arvada, with all members having a demonstrated interest, competence, or knowledge in historic preservation.

Section 2. Appointments to the DRC shall be the sole discretion of the City Council, but it is the desire of the City that DRC membership include persons with expertise in relevant fields such as architecture, architectural history, archaeology, history, planning, American studies, American civilization, cultural geography, cultural anthropology, the building trades, real estate, law, or landscape architecture.

Section 3. The terms of appointments pursuant to this resolution shall have the following expiration dates, with subsequent appointments, or reappointments, to be for a term of three (3) years:

• **April 30, 2020:**
  Olde Town Resident Property Owner, and one At-Large City Resident;

• **April 30, 2021:**
  one (1) At-Large City Resident;

• **April 30, 2022:**
  Arvada Historical Society Representative, and BID Representative;
April 30, 2024:
Olde Town Business or Business Property Owner, and one (1) At-Large City Resident.

Section 4. Appointees to the DRC shall serve without compensation.

Section 5. Any position not filled contemporaneously with the adoption of this resolution, but subsequently filled, shall be held for the remainder of the term associated with such position, as set out in Section 3.

Section 6. This resolution shall be effective upon its approval by City Council.

APPROVED AND ADOPTED this 18th day of November, 2019.

_____________________________________
Marc Williams, Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_____________________________________
Rachel A. Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-116 A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA) by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02

Report in Brief

Council action is requested on the attached resolution authorizing an amendment to the intergovernmental agreement (IGA) with Urban Drainage and Flood Control District (UDFCD) authorizing an additional $350,000 for the design, right-of-way acquisition, and construction of drainage and flood control improvements for Leyden Creek at Alkire Street.

The original intergovernmental agreement with Urban Drainage and Flood Control District regarding final design, right-of-way acquisition, and construction of drainage and flood control improvements for Leyden Creek from Indiana Street to the crossing at 72nd Avenue, just west of Simms Street, was authorized by City Council on October 14, 2014 (R14-145).

The Arvada team recommends that the City Council approve R19-116, A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA) by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02.

Financial Impact

Financial Impact: $350,000.00
This is a one-time request for Project Construction Cost.
Funding Source: Stormwater Fund
Type: CIP
Fund: Stormwater Fund, Project No. 99071

Background

This project includes removing an existing concrete weir structure and replacing the existing culvert for Leyden Creek at Alkire Street with four concrete box culverts, and associated upstream and downstream improvements, to increase the conveyance waters of Leyden Creek. This replacement is identified in the 2015 Leyden Creek Drainageway Master Plan. The proposed concrete box culverts are designed to contain the major (100-year) storm of Leyden Creek.

The construction of this project will also include widening Alkire Street to its ultimate section from West 78th Avenue to the entrance of Youth Memorial Park (7619 Alkire Street), complete with bike lanes, a 10-foot multi-use concrete trail on the west side of Alkire Street intended for pedestrians and equestrians, a 6-foot-wide concrete sidewalk on the east side of Alkire Street, installation of curb and gutter, and other corresponding improvements within the project limits.
The street and sidewalk improvements of this project will be funded separately by the City of Arvada.

**Discussion**

The intergovernmental agreement with Urban Drainage and Flood Control District regarding final design, right-of-way acquisition, and construction of drainage and flood control improvements for Leyden Creek from Indiana Street to 72nd Avenue was authorized by City Council on October 14, 2014 (R14-145). With the approval of this intergovernmental agreement, $800,000 was placed in an escrow account managed by UDFCD for the final design, right-of-way acquisition, and construction of the improvements on Leyden Creek.

The approval of this amendment to the intergovernmental agreement would increase Arvada and UDFCD’s funding by $350,000 each, bringing the total funding for the drainage improvements to $1,600,000 total.

The improvements associated with flood control and safer use of the Alkire Street corridor reflect updated conditions and response to community concerns expressed from area residents. Council may recall that the equestrian community and parents of children who attend Van Arsdale Elementary School have expressed concerns with the current roadway configuration. The amendment will enable this project to address these concerns while providing a higher level of drainage improvements.

**Public Contact**

N/A

**Commission Recommendation**

N/A

**Strategic Alignment**

This project will increase accessibility, mitigate flood damage, and increase overall safety in the project area for residents, pedestrians, equestrians, and bicyclists. Therefore, the recommended action aligns with the Infrastructure and Safe Community 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 R19-116, A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA) by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02.

**Suggested Motion:**

I move that R19-116, A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA)
by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02, be (approved) (rejected).

Prepared by:
William Jennings, Senior Civil Engineer

Reviewed by:
Karen Custer, Administrative Assistant 10/22/2019
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Don Wick, Director of Public Works 10/22/2019
Jacob Beedle, City Engineer 11/4/2019
Bryan Archer, Director of Finance 11/4/2019
Emily Grogg, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-116

A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (IGA) BY AND BETWEEN THE CITY OF ARVADA AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEYDEN CREEK FROM INDIANA STREET TO 72ND AVENUE, UDFCD NO. 14-08.08B, ARVADA PROJECT NO. 17-DR-02

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 resolution authorizing second amendment to agreement regarding final design, right-of-way acquisition, and construction of drainage and flood control improvements for Leyden Creek from Indiana Street to 72nd Avenue, City of Arvada, Agreement No. 14-08.08B, Project No. 101477.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

__________________________
Marc Williams, Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
Rachel A. Morris, City Attorney
SECOND AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEYDEN CREEK FROM INDIANA STREET TO 72ND AVENUE
CITY OF ARVADA

Agreement No. 14-08.08B
Project No. 101477

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT (hereinafter called "DISTRICT") and CITY OF ARVADA (hereinafter called "CITY") and
collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way
Acquisition and Construction of Drainage and Flood Control Improvements for Leyden Creek from
Indiana Street to 72nd Avenue, City of Arvada" (Agreement No. 14-08.08) dated December 11, 2014, as
amended; and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements for
Leyden Creek from Indiana Street to 72nd Avenue; and

WHEREAS, PARTIES desire to increase the level of funding by $700,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial
participation for PROJECT (Resolution No. 74, Series of 2019); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized,
by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto
agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as
follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS
   A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist
      of and be limited to the following:
      1. Final design services;
      2. Delineation, description and acquisition of required rights-of-way/easements;
      3. Construction of improvements;
      4. Contingencies mutually agreeable to PARTIES.
   B. It is understood that PROJECT costs as defined above are not to exceed $1,600,000
      without amendment to this Agreement.
PROJECT costs for the various elements of the effort are estimated as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>As Amended</th>
<th>Previously Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Final Design</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>2. Right-of-way</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>3. Construction</td>
<td>$1,200,000</td>
<td>$600,000</td>
</tr>
<tr>
<td>4. Contingency</td>
<td>$200,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$1,600,000</td>
<td>$900,000</td>
</tr>
</tbody>
</table>

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

<table>
<thead>
<tr>
<th>Percentage Share</th>
<th>Previously Contributed</th>
<th>Additional Contribution</th>
<th>Maximum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
<td>50.00%</td>
<td>$450,000</td>
<td>$350,000</td>
</tr>
<tr>
<td>CITY</td>
<td>50.00%</td>
<td>$450,000</td>
<td>$350,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.00%</td>
<td>$900,000</td>
<td>$700,000</td>
</tr>
</tbody>
</table>

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (CITY - $800,000; DISTRICT - $800,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at CITY...
request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No.14-08.08 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first below written.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

By_________________________

Checked By

Name  Ken A. MacKenzie

Title  Executive Director

Date_________________________
CITY OF ARVADA

By

Name  Marc Williams

Title  Mayor

Attest:  By

City Clerk

(SEAL)

APPROVED AS TO FORM:

___________________________________
Rachel A. Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL  DATE: November 18, 2019

SUBJECT: R19-117 A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way

Report in Brief

JPPHA has requested that Arvada transfer certain city-owned parcels of land necessary for use as right-of-way for the Jefferson Parkway. Arvada acquired some of the properties being transferred through dedications as part of the development of the Leyden Rock neighborhood in anticipation of eventually transferring the parcels to JPPHA. The remaining properties to be transferred were originally obtained for other purposes (open space and for water storage), and are no longer needed by Arvada, and transfers to JPPHA have long been anticipated.

The Arvada team recommends that the City Council approve R19-117, A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way.

Financial Impact

There is no immediate financial impact to Arvada. However, Arvada will record and track these transfers of land to JPPHA as part of the Advance and Reimbursement Agreement in anticipation of future reimbursement from JPPHA for the properties.

Background

In 2008, the City of Arvada entered into an agreement with Jefferson County and the City and County of Broomfield which established the Jefferson Parkway Public Highway Authority (JPPHA) for the purpose of financing, constructing, operating, and maintaining the Jefferson Parkway (“the Parkway IGA”). The Parkway IGA was later amended by the member entities in 2010. The Parkway IGA contemplated cooperation amongst the the member entities to accomplish JPPHA's purpose. The Parkway IGA specifically contemplated financial and property contributions by the member entities to JPPHA, as these would be necessary to accomplish JPPHA's purpose. In 2014 (and as later amended in 2018), JPPHA and Arvada entered into an IGA which provided more detailed procedures for the reimbursement of contributions made by Arvada to JPPHA ("the Advance and Reimbursement Agreement"), including the reimbursement mechanisms for the transfer of land from Arvada to JPPHA for use as right-of-way for the Jefferson Parkway.

Arvada has made previous contributions to JPPHA in the form of financial contributions, transfers of land for use as right-of-way (such as the Hotchkiss property), and other in-kind donations. All such contributions are tracked and logged as part of the Advance and Reimbursement Agreement with the understanding that Arvada will be reimbursed at a future date, assuming the project is profitable enough to do so.

Discussion
This transfer of land for the Jefferson Parkway right-of-way is comprised of approximately 91 acres of land located generally south of Highway 72, north of W. 64th Parkway, east of Highway 93 and west of Indiana Street. The right-of-way parcels can be categorized into three groups:

**Leyden Rock Properties/ Property Rights.** The Leyden Rock bundle of properties is a combination of full ownership rights, in addition to the assignment of access control lines and multi-use easements for the Jefferson Parkway. These properties run through the Leyden Rock neighborhood, starting south of the railroad line, and ending at Leyden Road/82nd St. Arvada received these properties in 2012 in multiple transfers from RRCEA, LLC, Frank A. Rodgers Jr. Family Trust, James M. and Barbara A. Rodgers Living Trust, and the Frank A. Rodgers Sr. Family Trust around the time Leyden Rock was annexed to Arvada. These properties and property rights were acquired with the intent that Arvada would eventually transfer them to JPPHA for use as right-of-way.

**Pattridge Property.** This property is a portion of a much larger parcel that was acquired by Arvada in 2000 from Jefferson County with participation of Jeffco Open Space funds. Although the use of the Pattridge property was originally limited to open space and park purposes, in 2014, Arvada received permission from Jefferson County to lift these restrictions for the right-of-way portion of the property in exchange for other open space property. The property being transferred to JPPHA as part of this transaction is no longer necessary for Arvada's use.

**Pioneer Property.** This property is part of a much larger parcel of land which was purchased by the Utilities department for use as a future reservoir. The property being transferred as part of this transaction is not necessary for Arvada's use for any future reservoir or for any other purpose.

The transfer of all three groups of properties described above to JPPHA is necessary for JPPHA and its member entities to complete the construction of the Jefferson Parkway.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

N/A

**Strategic Alignment**

Arvada's collaboration with Jefferson County and the City and County of Broomfield to finance, construct, operate, and maintain the Jefferson Parkway aligns with the Infrastructure Priority Area, as it will provide existing streets infrastructure with additional capacity to support planned and steady population growth.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-117, A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way.
**Suggested Motion:**

I move that R19-117, A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way, be (approved) (rejected).

Prepared by:
Rachel Morris, City Attorney

Reviewed by:

Approved by:

Toni Riebschlager, Law Office Administrator 11/5/2019
Jim Sullivan, Director of Utilities 11/5/2019
Bryan Archer, Director of Finance 11/5/2019
Kimberly Burnham, Senior Assistant City Attorney 11/6/2019
Lori Graham, Senior Assistant City Attorney 11/6/2019
Rachel Morris, City Attorney 11/6/2019
Lorie Gillis, Deputy City Manager 11/6/2019
Mark Deven, City Manager 11/6/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-117

A RESOLUTION AUTHORIZING QUIT CLAIM DEEDS AND CERTAIN ASSIGNMENTS OF PROPERTY RIGHTS FROM THE CITY OF ARVADA TO THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY OF SURPLUS PROPERTY FOR USE AS RIGHT-OF-WAY

WHEREAS, the City of Arvada (the “City”) owns certain parcels of real property generally located south of Highway 72, north of West 64th Parkway, east of Highway 93 and west of Indiana Street, City of Arvada, County of Jefferson, State of Colorado, described in more detail in the legal descriptions and documents attached (the “Property”); and

WHEREAS, the City originally acquired the Property as a portion of several transactions, the remainder of which was subsequently devoted to open space, recreational, water storage and other public purposes; and

WHEREAS, the portion of such lots comprising the Property are no longer needed by the City for any City purpose, are deemed to be surplus and it is in the best interest of the City to dispose of the Property as indicated herein; and

WHEREAS, the Jefferson Parkway Public Highway Authority intends to utilize the Property for a public purpose; to wit, the construction and operation of the Jefferson Parkway;

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

Section 1. The Mayor or Mayor Pro Tern is authorized to sign, and the City Clerk to attest, in form approved by the City Attorney, quit claim deeds, assignment of access control lines and assignment of multi-use easements, in substantially the same form as attached hereto, from the City of Arvada to the Jefferson Parkway Public Highway Authority, pertaining to surplus property generally located south of Highway 72, north of W. 64th Parkway, east of Highway 93 and west of Indiana Street, City of Arvada, County of Jefferson, State of Colorado, and as described in more detail in the legal descriptions and documents attached.

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

APPROVED AND ADOPTED this 18th day of November, 2019.
Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney
QUITCLAIM DEED

THIS DEED is executed and delivered this _____ day of __________________, 2019, between the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002 (“Grantor”), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002 (together with its successors and permitted assigns, “Grantee”);

WITNESSETH, that Grantor, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto Grantee, and Grantee’s successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, described as follows:

SEE EXHIBIT A (the “Property”), consisting of two (2) pages, attached hereto and by this reference incorporated herein;

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs and assigns forever.

All right, title and interest in and to the Property shall automatically revert to Grantor or the then assignee of Grantor’s rights hereunder upon the first to occur of the following:

(a) Grantee does not begin construction of the Property for the Jefferson Parkway by December 31, 2029;

(b) Grantee does not complete construction of the Jefferson Parkway on the Property and the Jefferson Parkway is used for its intended purpose by December 31, 2039;

(c) Whenever the Property shall cease to be used for its intended purpose as a public highway.

This reverter is hereby declared to be a covenant running with the Property.

(Signatures Appear on Following Page.)
IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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

____________________________________
By: Marc Williams, Mayor

ATTEST:

__________________________
Kristen Rush, City Clerk

APPROVED AS TO FORM:

__________________________
Rachel Morris, City Attorney

STATE OF COLORADO )
) ss.
COUNTY OF JEFFERSON )

The foregoing Quitclaim Deed was acknowledged before me on this ___ day of _____________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________.  

________________________________________
Notary Public
EXHIBIT A
(To Quitclaim Deed)
JEFFERSON BELTWAY NO. 3 RODGERS SIDE LEGAL DESCRIPTION:
SHEET 1 OF 2  07.20.12

LOCATED IN SECTION 27 TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL
MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BLOCK 18, LEYDEN ROCK FILING NO.1

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 947,726 SQUARE FEET
OR 21.7569 ACRES, MORE OR LESS.
EXHIBIT
JEFFERSON BELTWAY NO. 3
SHEET 2 OF 2

FOUND #6 REBAR W/ 3-1/4"
ALUM. CAP MARKED "PLS 13258"
1997" 0.2' ABOVE GROUND LEVEL.

W1/4 COR. SEC. 27
FOUND 2" BRASS CAP MARKED
"PLS 11434 1999 5881.08" IN
4"x4" SQUARE CONCRETE POST
1.4' BELOW GROUND LEVEL.

JEFFERSON BELTWAY NO. 3
LOCATED IN SECTIONS 26 T2S, R70W, 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON,
STATE OF COLORADO

SCALE: 1" = 1000'
DATE: 6.20.12 0054-JEFF-BELT-rev-1-RODGERS-SIDE
QUITCLAIM DEED

THIS DEED is executed and delivered this _____ day of _________________, 2019, between the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002 ("Grantor"), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002 (together with its successors and permitted assigns, "Grantee");

WITNESSETH, that Grantor, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto Grantee, and Grantee’s successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, described as follows:

SEE EXHIBIT A (the “Property”), consisting of five (5) pages, attached hereto and by this reference incorporated herein;

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs and assigns forever.

All right, title and interest in and to the Property shall automatically revert to Grantor or the then assignee of Grantor’s rights hereunder upon the first to occur of the following:

(a) Grantee does not begin construction of the Property for the Jefferson Parkway by December 31, 2029;

(b) Grantee does not complete construction of the Jefferson Parkway on the Property and the Jefferson Parkway is used for its intended purpose by December 31, 2039;

(c) Whenever the Property shall cease to be used for its intended purpose as a public highway.

This reverter is hereby declared to be a covenant running with the Property.

(Signatures Appear on Following Page.)
IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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

By: Marc Williams, Mayor

ATTEST:

__________________________________
Kristen Rush, City Clerk

APPROVED AS TO FORM:

__________________________________
Rachel Morris, City Attorney

STATE OF COLORADO )
COUNTY OF JEFFERSON )

The foregoing Quitclaim Deed was acknowledged before me on this ____ day of _________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________. Notary Public
EXHIBIT A
(To Quitclaim Deed)
JEFFERSON BELTWAY NO. 2 LEGAL DESCRIPTION:
SHEET 1 OF 3 03-20-12

ACROSS A PORTION OF WHEAT RIDGE GARDENS 2ND FILING AND LOCATED IN SECTIONS 26 AND 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27 BEARS N 89°44'54" W AND MONUMENTED AS FOLLOWS:

-THE WEST QUARTER CORNER OF SECTION 27 BEING A 2" BRASS CAP IN CONCRETE, P.L.S.
11434, 1999.


COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 27;

THENCE S 00°14'00" E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, A DISTANCE OF 639.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 82ND AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF N 89°02'18" E 55.24 FEET, A RADIUS OF 1848.43 FEET, AN ARC LENGTH OF 55.24 FEET AND A DELTA OF 01°42'44";

THENCE N 26°41'19" E, A DISTANCE OF 572.88 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF N 53°59'27" E 2018.21 FEET, A RADIUS OF 2200.00 FEET, AN ARC LENGTH OF 2096.67 FEET AND A DELTA OF 54°36'16";

THENCE N 81°17'35" E, A DISTANCE OF 795.78 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N 69°08'18" E 1831.81 FEET, A RADIUS OF 4350.00 FEET, AN ARC LENGTH OF 1845.63 FEET AND A DELTA OF 23°18'34" TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N 46°50'21" E 1532.34 FEET, A RADIUS OF 4350.00 FEET, AN ARC LENGTH OF 1540.38 FEET AND A DELTA OF 20°17"20";

THENCE S 63°10'35" E A DISTANCE OF 304.21 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF S 46°09'24" W 1631.66 FEET, A RADIUS OF 4650.00 FEET, AN ARC LENGTH OF 1640.15 FEET AND A DELTA OF 20°12'34";

THENCE N 42°02'39" W, A DISTANCE OF 141.97 FEET;
JEFFERSON BELTWAY NO. 2 LEGAL DESCRIPTION:
SHEET 2 OF 3 03-20-12

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N 45°51'19" W 163.51
FEET, A RADIUS OF 1230.00 FEET, AN ARC LENGTH OF 163.83 FEET AND A DELTA OF 07°37'20"
TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 476,010 SQUARE FEET
OR 10.9276 ACRES, MORE OR LESS.

NOTE: THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY, THIS
DESCRIPTION IS INTENDED ONLY TO DESCRIBE THE ATTACHED EXHIBIT.

I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. McELVAIN, P.L.S. NO. 36561
FOR AND ON BEHALF OF
JEHN ENGINEERING
5890 WEBSTER STREET
ARVADA, CO. 80002

J:\2036\210-054\SURVEY\EXHIBITS\JEFFERSON BELTWAY0054-JEFF-BELT-rev-2.DOC
JEFFERSON BELTWAY NO. 1 SMITH SIDE LEGAL DESCRIPTION:
SHEET 1 OF 2 07.20.12

LOCATED IN SECTION 26 TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK 15, LEYDEN ROCK FILING NO.1

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 592,532 SQUARE FEET OR 13.6027 ACRES, MORE OR LESS.
JEFFERSON BELTWAY NO. 1
LOCATED IN SECTIONS 26 T2S, R70W, 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON,
STATE OF COLORADO

EXHIBIT
JEFFERSON BELTWAY NO.1
SHEET 2 OF 2

WHEAT RIDGE GARDENS
2ND FILING

N1/4 COR.
SEC. 26

SMITH PARCEL

BLOCK 15
LEYDEN ROCK
FILING NO. 1

W1/4 COR. SEC. 26

RODGERS PARCEL

W. BOND AVE (LEYDEN ROAD)

1 INCH = 1000 FEET

0 500' 1000'

FOUND #6 REBAR W/ 3-1/4"
ALUM. CAP MARKED "PLS 13258
1997" 0.2' ABOVE GROUND LEVEL.

W1/4 COR. SEC. 27
FOUND 2" BRASS CAP MARKED
"PLS 11434 1998 5081.08" IN
4"x4" SQUARE CONCRETE POST
1.4' BELOW GROUND LEVEL.
QUITCLAIM DEED

THIS DEED is executed and delivered this _____ day of ________________, 2019, between the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002 (“Grantor”), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002 (together with its successors and permitted assigns, “Grantee”).

WITNESSESTH:

1. Grantor acquired the real property hereinafter described (the “Property”) pursuant to that certain Commissioner’s Deed granted by the County of Jefferson, State of Colorado (the “County”) and recorded in the Office of the Jefferson County Clerk and Recorder on August 3, 2000 at Reception Number F1094401 (the “Commissioner’s Deed”), which Commissioner’s Deed reserved unto the County a possibility of reverter (the “County’s Reserved Interest”).

2. Pursuant to that certain Release of Reverter Interest made by the County and recorded in the Office of the Jefferson County Clerk and Recorder on November 21, 2014 at Reception Number 2014099950, the County expressly quit claimed, terminated, and released to Grantor the County’s Reserved Interest in the Property, as described therein, together with all of the County’s rights associated therewith.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents remise, release, sell, and quitclaim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which Grantor has in and to the real property referred to herein as the “Property” and described in Exhibit A-1 attached hereto and incorporated herein by reference, consisting of two (2) pages, situate, lying and being in the County of Jefferson, State of Colorado.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in any way thereunto appertaining, and the reversion and reversions thereof; and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, except water and water rights, ditches and ditch rights, reservoirs and reservoir rights, wells and well rights, and tributary, nontributary and not nontributary groundwater on, under and appurtenant to the land described herein and as granted to Grantor pursuant to and described in the Commissioner’s Deed.

All right, title and interest in and to the Property shall automatically revert to Grantor or the then assignee of Grantor’s rights hereunder upon the first to occur of the following:

(a) Grantee does not begin construction of the Property for the Jefferson Parkway by December 31, 2029;
(b) Grantee does not complete construction of the Jefferson Parkway on the Property and the Jefferson Parkway is used for its intended purpose by December 31, 2039;

(c) Whenever the Property shall cease to be used for its intended purpose as a public highway.

This reverter is hereby declared to be a covenant running with the Property.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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

By: Marc Williams, Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

STATE OF COLORADO )
COUNTY OF JEFFERSON )

The foregoing Quitclaim Deed was acknowledged before me on this ____ day of ________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________.

Notary Public
EXHIBIT A-1
(To Quitclaim Deed)
EXHIBIT “A-1”
Page 1 of 2

Jefferson Parkway Right-of-Way
(Pattridge Open Space)

(All Reception Nos. cited herein refer to the records of the Jefferson County, Colorado Clerk and Recorder)

PARCEL 1: Jefferson Parkway Right-of-Way (300' wide)
Owner of Record: City of Arvada

A parcel being 300.00 feet wide situated in the South One-Half (S½) of Section 27, Township 2 South, Range 70 West, of the Sixth Principal Meridian, in the City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

For the purpose of this description, the bearings are based on the south line of the Southwest One-Quarter (SW¼) of said Section 27 bearing N 89°15'32" W for a distance of 2666.42 feet. A 3½" aluminum cap in range box, PLS 24330, was found at the southwest corner and a #6 rebar with 3½" aluminum cap, PLS 13258, was found at the southeast corner of said SW¼ of Section 27.

BEGINNING at a point on the south line of said SW¼ of Section 27, which point bears N 89°15'32" W, 903.89 feet from the southeast corner of said SW¼ of Section 27;

Thence continuing N 89°15'32" W along said south line a distance of 495.40 feet;

Thence N 56°51'08" E, 24.95 feet to a point of curvature;

Thence 1500.40 feet along a curve to the left having a radius of 2850.00 feet, a central angle of 30°09'49" and a chord bearing N 41°46'13" E, 1483.13 feet to a point of tangency;

Thence N 26°41'19" E, 917.54 feet to a point on the centerline of West 82nd Avenue (aka Leyden Road) as described at Reception No. F1094401;

Thence along said centerline the following two (2) courses:

1) Easterly 111.24 feet along a non-tangent curve to the right having a radius of 1798.43 feet, a central angle of 3°32'38" and a chord bearing S 89°08'26" E, 111.22 feet to a point of tangency;

2) S 87°22'07" E, 218.91 feet;

Thence S 26°41'19" W, 1055.24 feet to a point of curvature;

Thence 1271.07 feet along a curve to the right having a radius of 3150.00 feet, a central angle of 23°07'11" and a chord bearing S 38°14'54" W, 1262.47 feet to the POINT OF BEGINNING.

The parcel described above contains a total area of 16.394 acres (714,135 square feet), more or less.

Prepared by: Wilhelm J. Dougherty, PLS 23496
City of Arvada
P.O. Box 8101
Arvada, CO 80001-8101

Date: July 29, 2014
August 29, 2014 (rev.)
EXHIBIT "A-1"
Jefferson Parkway Right-of-Way
(Page 2 of 2)

CURVE TABLE

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<tr>
<th>CURVE #</th>
<th>ARC LENGTH</th>
<th>RADIUS</th>
<th>DELTA ANGLE</th>
<th>CHORD BEARING</th>
<th>CHORD LENGTH</th>
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<tr>
<td>C1</td>
<td>1500.40'</td>
<td>2650.00'</td>
<td>30°09'49&quot;</td>
<td>N41°46'13&quot;E</td>
<td>1483.13'</td>
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<tr>
<td>C2</td>
<td>111.24'</td>
<td>1798.43'</td>
<td>3°32'38&quot;</td>
<td>S89°08'26&quot;E</td>
<td>111.22'</td>
</tr>
<tr>
<td>C3</td>
<td>1271.07'</td>
<td>3150.00'</td>
<td>23°07'11&quot;</td>
<td>S38°14'54&quot;W</td>
<td>1262.47'</td>
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</tbody>
</table>

PARCEL 1
(300' wide Jefferson Parkway Right-of-Way)
Area = 16.394 acres ±
(714,135 sq. ft.)

LINE TABLE

<table>
<thead>
<tr>
<th>LINE #</th>
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<th>DISTANCE</th>
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<tr>
<td>L1</td>
<td>N89°15'32&quot;W</td>
<td>495.40'</td>
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<tr>
<td>L2</td>
<td>N56°51'08&quot;E</td>
<td>24.96'</td>
</tr>
<tr>
<td>L3</td>
<td>N26°41'19&quot;E</td>
<td>917.54'</td>
</tr>
<tr>
<td>L4</td>
<td>S87°22'07&quot;E</td>
<td>218.91'</td>
</tr>
<tr>
<td>L5</td>
<td>S26°41'19&quot;W</td>
<td>1055.24'</td>
</tr>
</tbody>
</table>

City of Arvada
(Pattridge Open Space)
Rec. No. F1094401

Point of Beginning
N 89°15'32" W (Basis of Bearings)
903.89'

Note:
1) This is not a monumented survey or land survey plat. It is only intended to depict the attached description.
2) All Reception Nos. noted herein refer to the records of the Jefferson County Clerk and Recorder.

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

THIS DEED is executed and delivered this _____ day of __________________, 2019, between the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002 ("Grantor"), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002 (together with its successors and permitted assigns, "Grantee");

WITNESSETH, that Grantor, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remis, release, sell and QUITCLAIM, unto Grantee, and Grantee’s successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, described as follows:

SEE EXHIBIT A-1 (the “Property”), consisting of three (3) pages, attached hereto and by this reference incorporated herein;

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and the reversion and reversions thereof; and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs and assigns forever.

All right, title and interest in and to the Property shall automatically revert to Grantor or the then assignee of Grantor’s rights hereunder upon the first to occur of the following:

(a)  Grantee does not begin construction of the Property for the Jefferson Parkway by December 31, 2029;

(b)  Grantee does not complete construction of the Jefferson Parkway on the Property and the Jefferson Parkway is used for its intended purpose by December 31, 2039;

(c)  Whenever the Property shall cease to be used for its intended purpose as a public highway.

This reverter is hereby declared to be a covenant running with the Property.

(Signatures Appear on Following Page.)
IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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

By: Marc Williams, Mayor

ATTEST:

______________________________
Kristen Rush, City Clerk

APPROVED AS TO FORM:

______________________________
Rachel Morris, City Attorney

STATE OF COLORADO )
) ss.
COUNTY OF JEFFERSON )

The foregoing Quitclaim Deed was acknowledged before me on this ____ day of ________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________. ________________________________
Notary Public
EXHIBIT A-1
(To Quitclaim Deed)
PARCEL 1: Jefferson Parkway Right-of-Way
Owner of Record: City of Arvada

A parcel being 300.00 feet wide situated in the Northwest One-Quarter (NW¼) of Section 34, Township 2 South, Range 70 West, and the Northeast One-Quarter (NE¼) of Section 33, Township 2 South, Range 70 West, of the Sixth Principal Meridian, in the City of Arvada, County of Jefferson, State of Colorado, being more particularly described as follows:

For the purpose of these descriptions, the bearings are based on the north line of the Northwest One-Quarter (NW¼) of said Section 34, bearing N. 89°15'25" W. for a distance of 2666.31 feet. A 3.25" aluminum cap JR ENG 1997 PLS 13258, was found at the northeast corner and a 3.25" aluminum cap COLO DEPT OF TRANSPORTATION 1993 PLS NO 24330, was found at the northwest corner of said NW¼ of Section 34.

BEGINNING at a point on the north line of said NW¼ of Section 34, which point bears N. 89°15'25" W., 1399.34 feet from the northeast corner of said NW¼ of Section 34.

1. Thence S. 89°15'25" E., along said north line of Section 34, a distance of 495.38 feet;
2. Thence on the arc of a curve to the right, a radius of 3,150.00 feet, a central angle of 97°02'37", a distance of 387.25 feet, (a chord bearing S. 53°19'53" W., a distance of 387.01 feet);
3. Thence S. 56°51'08" W., a distance of 1,711.90 feet to the north-south section line common to said Sections 33 & Section 34;
4. Thence continuing S. 56°51'08" W., across said E½ of Section 33, a distance of 1,356.04 feet;
5. Thence on the arc of a curve to the right, a radius of 2,650.00 feet, a central angle of 09°48'49", a distance of 453.90 feet, (a chord bearing S. 61°45'33" W., a distance of 453.34 feet);
6. Thence S. 66°39'57" W., a distance of 537.55 feet to the East Right of Way line of State Highway 93 as described at Reception No. 86043641;
7. Thence N. 22°40'29" W., along said East Right of Way line, a distance of 300.02 feet;
8. Thence N. 66°39'57" E., a distance of 534.09 feet;
9. Thence on the arc of a curve to the left, a radius of 2,350.00 feet, a central angle of 09°48'49", a distance of 402.51 feet, (a chord bearing N. 61°45'33" E., a distance of 402.02 feet);

10. Thence N. 56°51'08" E., a distance of 1,545.39 feet to said north-south section line;

11. Thence N. 56°51'08" E., continuing across said NW1/4 of Section 34, a distance of 1,497.61 feet, more or less, to the POINT OF BEGINNING.

The above described Parcel contains 1,265,622 sq. ft. (29.055 acres), more or less.

Prepared by: Corey G. Guerrero, PLS No. 33654
Surveying and Mapping, LLC (SAM)
555 Zang Street, Suite 210
Lakewood, CO 80228

Date: June 24, 2019
General Notes:
1. This is not a monumented survey or land survey plot. It is only intended to depict the attached description.
2. All Reception Numbers noted herein refer to the records of the Jefferson County Clerk and Recorder.

EXHIBIT "A-1"
Jefferson Parkway Right of Way
Parcel 1
ASSIGNMENT OF
MULTI-USE EASEMENT AGREEMENT

THIS ASSIGNMENT OF MULTI-USE EASEMENT AGREEMENT (the “Assignment”) is made this ___ day of ______________, 20___, from the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002, as assignor (“City”), to the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002, as assignee (the “Authority”).

RECITALS


B. Pursuant to the 2012 MUE, Rodgers conveyed to the City a perpetual, non-exclusive easement to construct, maintain, repair, replace and use a multi-use easement through, on, over and across, along, and in all of the easement property more fully described in Exhibit A to the 2012 MUE (the “Easement”).

C. Pursuant to Paragraphs A and G of the 2012 MUE, the City shall, in conjunction with the construction of the Jefferson Parkway Public Highway, assign and convey to the Authority the Easement and all of the rights granted to the City pursuant to the 2012 MUE.

D. The City hereby desires to assign its right, title, and interest in and to the Easement and the 2012 MUE to the Authority.

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

1. Assignment and Assumption. As contemplated by Paragraphs A and G of the 2012 MUE, the City hereby quit claims, conveys, and assigns to the Authority, and the Authority hereby accepts, assumes and will perform, all of the City’s right, title, interest, and obligations in and to the Easement and the 2012 MUE.

2. Counterparts. This Assignment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement.
CITY OF ARVADA, COLORADO,
a Colorado home rule municipal corporation

By: Marc Williams, Mayor

ATTEST:

________________________
Kristen Rush, City Clerk

APPROVED AS TO FORM:

________________________
Rachel Morris, City Attorney

STATE OF COLORADO )
COUNTY OF JEFFERSON ) ss.

The foregoing Assignment of Multi-Use Easement Agreement was acknowledged before me on this ____ day of ________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________.

________________________
Notary Public
JEFFERSON PARKWAY PUBLIC HIGHWAY
AUTHORITY, a body corporate and political
subdivision of the State of Colorado

By: David Jones, Chairman

ATTEST:

________________________________________
William A. Ray
Executive Director

APPROVED AS TO FORM:

________________________________________
Tamara K. Seaver, General Counsel

STATE OF COLORADO  )
) ss.
COUNTY OF JEFFERSON  )

The foregoing Assignment of Multi-Use Easement Agreement was acknowledged before
me on this ___ day of ________________, 2019, by David Jones as Chairman of the Jefferson
Parkway Public Highway Authority.

WITNESS my hand and official seal.

My Commission Expires: __________.  

Notary Public
EXHIBIT A
(to Assignment of Multi-Use Easement Agreement)

2012 Multi-Use Easement Agreement
(Rodgers to the City of Arvada)
MULTI-USE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Agreement”) is made this _____ day of _______, 2012, from FRANK A. RODGERS JR. FAMILY TRUST ESTABLISHED NOVEMBER 18, 1976 AND RESTATED MARCH 17, 1982, JAMES M. AND BARBARA A. RODGERS LIVING TRUST DATED JANUARY 20, 1994, and THE FRANK A. RODGERS SR. FAMILY TRUST DATED FEBRUARY 23, 1977 (hereinafter, “Grantor” or “Landowner”), whose legal address is --------------------- to the CITY OF ARVADA (hereinafter, “City”), whose address is 8101 Ralston Road, Arvada, Colorado 80001, State of Colorado.

WITNESSETH:

That, for and in consideration of the covenants and agreements herein set forth, the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the City to the Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants, sells and conveys to the City, its agents, employees, successors and assigns, a perpetual, non-exclusive easement to construct, maintain, repair, replace and use a multi-use easement (the “Easement”) through, on, over and across, along, and in all of the easement property situated in the County of Jefferson, State of Colorado, being described more fully on Exhibit A attached hereto and by this reference made a part hereof, (the “Multi-Use Easement Property”).

TERMS OF EASEMENT

A. USE OF EASEMENT BY CITY. The right to use this Easement shall belong to the City and its directors, officers, agents, employees, designees, contractors, guests and invitees and all those acting by or on behalf of it for the purposes set forth below. The City will, at an appropriate time, assign and convey to the Jefferson Parkway Public Highway Authority (“JPPHA”), all of the rights granted hereunder, including the following listed rights:

1. Slopes. To construct and maintain slopes of cuts and fills to ensure proper support for and drainage from the Jefferson Parkway Public Highway, which will be constructed on land abutting the Multi-Use Easement Property.

2. Ditches, Drainage, Streams and Utilities. To install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove any and all pipes, casings, wires, conduit, culverts, valves, ventilators, manholes, surface or subterranean streams, creeks, springs, seeps, wetlands, river or other water courses either natural or manmade and any other appurtenances necessary for water, drainage, storm sewer, and sanitary sewer lines, for ditches and canals, for cell towers, for relocation of existing appurtenant and non-appurtenant utilities, for television, cable, telephone, fiber optic lines, and other communication facilities, for natural gas and electric lines, and for the installation, construction, reconstruction, relocation, maintenance, enlargement, repair, use, operation, and removal of any equipment, conduit or material necessary for the uses set forth in this paragraph.

3. Lighting, Signage and Jefferson Parkway Utilities. To install, construct,
reconstruct, relocate, maintain, enlarge, repair, use and operate all (i) lighting structures for the traveling public using the Jefferson Parkway (to the extent allowed by the City) (ii) signage assisting the travelling public, notifying them of speed limits and other normal and customary highway signage, including signage required by state or local laws, ordinances and regulations and (iii) all utilities serving the Jefferson Parkway.

4. **Telecommunications and Energy Generation.** To install, construct, reconstruct, relocate, maintain, enlarge, repair, use and operate telecommunications equipment, fiber optic conduit and similar and like appurtenances and energy generation including but not limited to wind, solar and geothermal energy.

5. **Multi-Use Bike and Recreation Trail.** To install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove a paved pathway for pedestrians, bicycles, horses and other non-motorized forms of transportation. Members of the public may use the recreation trail portion of the Multi-Use Easement Property.

6. **Access.** To have a right of entry and access in, to, through, on, over, under, and across the Multi-Use Easement Property at agreed upon locations, at any and all times deemed necessary by the City or the Jefferson Parkway Public Highway for all purposes necessary and at all times convenient and necessary to exercise the rights acquired in this Easement.

7. **Irrigation Facilities.** To install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove any and all facilities necessary for transportation and use of irrigation waters and for the installation, construction, reconstruction, relocation, maintenance, enlargement, repair, use, operation and removal of any equipment or materials necessary for such irrigation facilities.

8. **Use of MUE Property.** The use of the Multi-Use Easement Property by the City and/or the JPPHA shall be regulated by all appropriate ordinances, regulations, resolutions and laws applicable to the Multi-Use Easement Property. The Easement shall be utilized by the City and JPPHA in a manner which does not unreasonably impair the reasonable aesthetics of the Multi-Use Easement Property. Use of the Easement for lighting will conform to all City of Arvada lighting standards.

B. **USE OF EASEMENT BY LANDOWNER.** The Multi-Use Easement Property shall remain in the ownership of Landowner and may be used by it for any and all purposes not inconsistent with the purposes set forth in this Easement. The Landowner's uses may include, but shall not be limited to using the Multi-Use Easement Property for set-back, density and open-space purposes. The use of the Multi-Use Easement Property by the Landowner shall be regulated by all appropriate ordinances, regulations, resolutions and laws applicable to the Multi-Use Easement Property.

C. **NO INTERFERENCE.** No building, structure, landscaping or other above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Multi-Use Easement Property without the prior approval of the City, in its sole discretion. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from the
City or the City shall have the immediate right to correct or eliminate such violation at the sole expense of the Landowner, which shall promptly reimburse the City for any expense related thereto. The Landowner shall not in any manner interfere with the purposes for which the Easement is conveyed.

D. MAINTENANCE. The City or its designee, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, shall maintain all improvements, facilities and structures it or its designee installs on the Multi-Use Easement Property in good order, condition, and repair at the sole cost and expense of the City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA. (Facilities and structures shall include, but not be limited to, culverts and recreation trails). Other portions of the Multi-Use Easement Property shall be maintained by the Landowner. The City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, shall be solely responsible for the permitting, construction, operation, maintenance, repair, replacement and upgrade of improvements, facilities, and structures installed by the City or its designee, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, at the sole cost and expense of the City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA.

E. RESTORATION. The City agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Multi-Use Easement Property, the City (or upon conveyance to the JPPHA, the JPPHA) will restore said surface to the condition in which it was in prior to the use of this Easement, except as the surface may be permanently modified by the use of this Easement, at its sole cost and expense. The City (or upon conveyance to the JPPHA, the JPPHA) at its sole cost and expense, will promptly repair any damage to any portion of the Multi-Use Easement Property or any of Landowner’s permitted improvements, facilities, or structures, caused by the exercise of the City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, of its rights under this Easement.

F. BENEFITS AND BURDENS. The benefits and burdens of this Easement shall be binding upon and shall inure to the benefit of the City and the Landowner, their heirs, assigns, successors and personal representatives.

G. ASSIGNMENT BY CITY. The City shall, in conjunction with the construction of the Jefferson Parkway, assign this Easement to the JPPHA, or such other public entity as may construct the Jefferson Parkway.

H. RUNS WITH THE LAND. This Easement shall run with the land.

I. INTEGRATION. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

J. CITY. The signatories hereto warrant that they have full and lawful authority to grant this Easement, and they promise and agree to defend the City in the exercise of its rights hereunder against any defect in Grantor’s title to the land involved or Grantor’s rights to grant this Easement.
K. CONSTRUCTION. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

L. SUBJACENT AND LATERAL SUPPORT. The City, its successors and assigns, shall not take any action which would impair the lateral or subjacent support of the Landowner’s improvements, facilities and/or structures.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

GRANTOR

FRANK A. RODGERS JR. FAMILY TRUST
ESTABLISHED NOVEMBER 18, 1976 AND
RESTATED MARCH 17, 1982

By: James M. Rodgers

James M. Rodgers

By: Richard A. Rodgers

Richard A. Rodgers

STATE OF Colorado  )
    City  ) ss.
COUNTY OF Denver    )

The foregoing instrument was acknowledged before me this 25th day of July, 2012, by James M. Rodgers as Trustee and Richard A. Rodgers as Trustee of Frank A. Rodgers Jr. Family Trust Established November 18, 1976 and Restated March 17, 1982.

Witness my hand and official seal.

My commission expires: 12/20/2015.

[Notary Public Seal]

Stephanie M. Reed
Notary Public
THE FRANK A. RODGERS SR. FAMILY
TRUST DATED FEBRUARY 3, 1977

By: Frank A. Rodgers, Jr.
    James M. Rodgers

STATE OF Colorado
City of Denver
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 25th day of
July, 2012, by Frank A. Rodgers as Trustee and
James M. Rodgers as Trustee of The Frank A. Rodgers Sr. Family

Witness my hand and official seal.

My commission expires: 12/30/2015

Stephanie M. Reed
Notary Public

My Commission Expires 12/30/2015
JAMES M. AND BARBARA A. RODGERS
LIVING TRUST DATED JANUARY 20, 1994

By:  

James M. Rodgers

By:  

Barbara A. Rodgers

STATE OF Colorado  )
City of Denver ) ss.

The foregoing instrument was acknowledged before me this 25th day of
July, 2012, by James M. Rodgers as Trustee and
Barbara A. Rodgers as Trustee of James M. and Barbara A. Rodgers

Witness my hand and official seal.

My commission expires: 12/20/2015

Stephanie M. Reed
Notary Public

My Commission Expires 12/20/2015
CITY OF ARVADA

By: D. Michael Elms
Its: Community Development Dir.

ATTEST:

Kristen R. Rush
Deputy City Clerk

STATE OF Colorado s.
COUNTY OF Jefferson s.

The foregoing instrument was acknowledged before me this 26th day of July, 2012 by D. Michael Elms and ___ ___________ and Community Development Director of the City of Arvada.

WITNESS my hand and official seal.

My commission expires: 10/13/15

Kristen R. Rush
Notary Public

KRISTEN R. RUSH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/13/2015
EXHIBIT A

Legal Description

The Multiple Use Easement shall extend from each side of the Parkway ROW to the lesser of the lot lines of all Leyden Rock lots abutting the Parkway ROW or to a width of 75 feet on each side of the Parkway ROW.
ASSIGNMENT OF
MULTI-USE EASEMENT AGREEMENT

THIS ASSIGNMENT OF MULTI-USE EASEMENT AGREEMENT (the “Assignment”) is made this ___ day of ____________, 20_____, from the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002, as assignor (“City”), to the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002, as assignee (the “Authority”).

RECITALS

A. The City, as grantee thereunder, and RRCEA, LLC, a Colorado limited liability company (“RRCEA”), as grantor thereunder, are parties to that certain Multi-Use Easement Agreement dated July 26, 2012 and recorded in the office of the Jefferson County Clerk and Recorder on August 23, 2012 at Reception Number 2012089506, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “2012 MUE”).

B. Pursuant to the 2012 MUE, RRCEA conveyed to the City a perpetual, non-exclusive easement to construct, maintain, repair, replace and use a multi-use easement through, on, over and across, along, and in all of the easement property more fully described in Exhibit A to the 2012 MUE (the “Easement”).

C. Pursuant to Paragraphs A and G of the 2012 MUE, the City shall, in conjunction with the construction of the Jefferson Parkway Public Highway, assign and convey to the Authority the Easement and all of the rights granted to the City pursuant to the 2012 MUE.

D. The City hereby desires to assign its right, title, and interest in and to the Easement and the 2012 MUE to the Authority.

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

1. Assignment and Assumption. As contemplated by Paragraphs A and G of the 2012 MUE, the City hereby quit claims, conveys, and assigns to the Authority, and the Authority hereby accepts, assumes and will perform, all of the City’s right, title, interest, and obligations in and to the Easement and the 2012 MUE.

2. Counterparts. This Assignment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement.

(Signatures Appear on Following Page)
CITY OF ARVADA, COLORADO,
a Colorado home rule municipal corporation

By: Marc Williams, Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

STATE OF COLORADO )
COUNTY OF JEFFERSON ) ss.

The foregoing Assignment of Multi-Use Easement Agreement was acknowledged before me on this ____ day of ________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________.

Notary Public
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: David Jones, Chairman

ATTEST:

___________________________
William A. Ray
Executive Director

APPROVED AS TO FORM:

___________________________
Tamara K. Seaver, General Counsel

STATE OF COLORADO )
 ) ss.
COUNTY OF JEFFERSON )

The foregoing Assignment of Multi-Use Easement Agreement was acknowledged before me on this ____ day of ________________, 2019, by David Jones as Chairman of the Jefferson Parkway Public Highway Authority.

WITNESS my hand and official seal.

My Commission Expires: __________.

______________________________
Notary Public
EXHIBIT A
(to Assignment of Multi-Use Easement Agreement)

2012 Multi-Use Easement Agreement
(RRCEA to the City of Arvada)
MULTI-USE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this _____ day of July, 2012, from RRCEA, LLC, a Colorado limited liability company (hereinafter, "Grantor" or "Landowner"), whose legal address is 7353 S. Alton Way, Suite A100, Englewood, CO 80112, to the CITY OF ARVADA (hereinafter, "City"), whose address is 8101 Ralston Road, Arvada, Colorado 80001, State of Colorado.

WITNESSETH:

That, for and in consideration of the covenants and agreements herein set forth, the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the City to the Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants, sells and conveys to the City, its agents, employees, successors and assigns, a perpetual, non-exclusive easement to construct, maintain, repair, replace and use a multi-use easement (the "Easement") through, on, over and across, along, and in all of the easement property situated in the County of Jefferson, State of Colorado, being described more fully on Exhibit A attached hereto and by this reference made a part hereof, (the "Multi-Use Easement Property").

TERMS OF EASEMENT

A. USE OF EASEMENT BY CITY. The right to use this Easement shall belong to the City and its directors, officers, agents, employees, designees, contractors, guests and invitees and all those acting by or on behalf of it for the purposes set forth below. The City will, at an appropriate time, assign and convey to the Jefferson Parkway Public Highway Authority ("JPPHA"), all of the rights granted hereunder, including the following listed rights:

1. Slopes. To construct and maintain slopes of cuts and fills to ensure proper support for and drainage from the Jefferson Parkway Public Highway, which will be constructed on land abutting the Multi-Use Easement Property.

2. Ditches, Drainage, Streams and Utilities. To install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove any and all pipes, casings, wires, conduit, culverts, valves, ventilators, manholes, surface or subterranean streams, creeks, springs, seeps, wetlands, river or other water courses either natural or manmade and any other appurtenances necessary for water, drainage, storm sewer, and sanitary sewer lines, for ditches and canals, for cell towers, for relocation of existing appurtenant and non-appurtenant utilities, for television, cable, telephone, fiber optic lines, and other communication facilities, for natural gas and electric lines, and for the installation, construction, reconstruction, relocation, maintenance, enlargement, repair, use, operation, and removal of any equipment, conduit or material necessary for the uses set forth in this paragraph.

3. Lighting, Signage and Jefferson Parkway Utilities. To install, construct, reconstruct, relocate, maintain, enlarge, repair, use and operate all (i) lighting structures for the traveling public using the Jefferson Parkway (to the extent allowed by the City) (ii) signage assisting the travelling public, notifying them of speed limits and other normal and customary highway signage, including signage required by state or local laws, ordinances and regulations and
(iii) all utilities serving the Jefferson Parkway.

4. Telecommunications and Energy Generation. To install, construct, reconstruct, relocate, maintain, enlarge, repair, use and operate telecommunications equipment, fiber optic conduit and similar and like appurtenances and energy generation including but not limited to wind, solar and geothermal energy.

5. Multi-Use Bike and Recreation Trail. To install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove a paved pathway for pedestrians, bicycles, horses and other non-motorized forms of transportation. Members of the public may use the recreation trail portion of the Multi-Use Easement Property.

6. Access. To have a right of entry and access in, to, through, on, over, under, and across the Multi-Use Easement Property at agreed upon locations, at any and all times deemed necessary by the City or the Jefferson Parkway Public Highway for all purposes necessary and at all times convenient and necessary to exercise the rights acquired in this Easement.

7. Irrigation Facilities. To install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove any and all facilities necessary for transportation and use of irrigation waters and for the installation, construction, reconstruction, relocation, maintenance, enlargement, repair, use, operation and removal of any equipment or materials necessary for such irrigation facilities.

8. Use of MUE Property. The use of the Multi-Use Easement Property by the City and/or the JPPHA shall be regulated by all appropriate ordinances, regulations, resolutions and laws applicable to the Multi-Use Easement Property. The Easement shall be utilized by the City and JPPHA in a manner which does not unreasonably impair the reasonable aesthetics of the Multi-Use Easement Property. Use of the Easement for lighting will conform to all City of Arvada lighting standards.

B. USE OF EASEMENT BY LANDOWNER. The Multi-Use Easement Property shall remain in the ownership of Landowner and may be used by it for any and all purposes not inconsistent with the purposes set forth in this Easement. The Landowner's uses may include, but shall not be limited to using the Multi-Use Easement Property for set-back, density and open-space purposes. The use of the Multi-Use Easement Property by the Landowner shall be regulated by all appropriate ordinances, regulations, resolutions and laws applicable to the Multi-Use Easement Property.

C. NO INTERFERENCE. No building, structure, landscaping or other above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Multi-Use Easement Property without the prior approval of the City, in its sole discretion. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from the City or the City shall have the immediate right to correct or eliminate such violation at the sole expense of the Landowner, which shall promptly reimburse the City for any expense related thereto. The Landowner shall not in any manner interfere with the purposes for which the Easement is conveyed.
D. **MAINTENANCE.** The City or its designee, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, shall maintain all improvements, facilities and structures it or its designee installs on the Multi-Use Easement Property in good order, condition, and repair at the sole cost and expense of the City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA. (Facilities and structures shall include, but not be limited to, culverts and recreation trails). Other portions of the Multi-Use Easement Property shall be maintained by the Landowner. The City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, shall be solely responsible for the permitting, construction, operation, maintenance, repair, replacement and upgrade of improvements, facilities, and structures installed by the City or its designee, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, at the sole cost and expense of the City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA.

E. **RESTORATION.** The City agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Multi-Use Easement Property, the City (or upon conveyance to the JPPHA, the JPPHA) will restore said surface to the condition in which it was in prior to the use of this Easement, except as the surface may be permanently modified by the use of this Easement, at its sole cost and expense. The City (or upon conveyance to the JPPHA, the JPPHA) at its sole cost and expense, will promptly repair any damage to any portion of the Multi-Use Easement Property or any of Landowner’s permitted improvements, facilities, or structures, caused by the exercise of the City, or upon conveyance of this Easement by the City to the JPPHA, the JPPHA, of its rights under this Easement.

F. **BENEFITS AND BURDENS.** The benefits and burdens of this Easement shall be binding upon and shall inure to the benefit of the City and the Landowner, their heirs, assigns, successors and personal representatives.

G. **ASSIGNMENT BY CITY.** The City shall, in conjunction with the construction of the Jefferson Parkway, assign this Easement to the JPPHA, or such other public entity as may construct the Jefferson Parkway.

H. **RUNS WITH THE LAND.** This Easement shall run with the land.

I. **INTEGRATION.** The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

J. **CITY.** The signatories hereto warrant that they have full and lawful authority to grant this Easement, and they promise and agree to defend the City in the exercise of its rights hereunder against any defect in Grantor’s title to the land involved or Grantor’s rights to grant this Easement.

K. **CONSTRUCTION.** Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.
L. **SUBJACENT AND LATERAL SUPPORT.** The City, its successors and assigns, shall not take any action which would impair the lateral or subjacent support of the Landowner's improvements, facilities and/or structures.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

GRANTOR:

RRCEA, LLC

By: __________________________

Its: __________________________

ATTEST:

______________________________

Regan Hauptman member

STATE OF Colorado )

COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 26th day of July, 2012 by Christopher Elliott and _______ of RRCEA, LLC.

WITNESS my hand and official seal.

My commission expires: __________________________

Notary Public

State of Colorado
CITY OF ARVADA

By: D. Michael Elms
Its: Community Development Director

ATTEST:

Deputy City Clerk

STATE OF COLORADO

COUNTY OF JEFFERSON

ss.

The foregoing instrument was acknowledged before me this 26th day of July, 2012 by D. Michael Elms and Community Development Director of the City of Arvada.

WITNESS my hand and official seal.

My commission expires: 10/13/15

Notary Public

KXSTEN R. RUSH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/13/2015
EXHIBIT A

Legal Description

The Multiple Use Easement shall extend from each side of the Parkway ROW to the lesser of the lot lines of all Leyden Rock lots abutting the Parkway ROW or to a width of 75 feet on each side of the Parkway ROW.
ASSIGNMENT OF ACCESS CONTROL LINES

This Assignment of Access Control Lines (“Assignment”) is made this ___ day of ________________, 2019, between the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002, as assignor (the “City”), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002, as assignee (the “Authority”).

RECITALS

A. The City and Frank A. Rodgers Jr. Family Trust Established November 18, 1976 and Restated March 17, 1982, James M. and Barbara A. Rodgers Living Trust dated January 20, 1994, and the Frank A. Rodgers Sr. Family Trust dated February 23, 1977 (collectively, “Rodgers”), are parties to that certain Special Warranty Deed dated July 25, 2012 and recorded in the office of the Jefferson County Clerk and Recorder on August 23, 2012 at Reception Number 2012089507, pursuant to which Rodgers conveyed to the City certain real property as described therein located in Jefferson County, Colorado (the “Property”).

B. Concurrently with the conveyance of the Property, Rodgers granted to the City that certain Access Deed (No Points of Access) pertaining the Property dated July 25, 2012 and recorded in the office of the Jefferson County Clerk and Recorder on August 23, 2012 at Reception Number 2012089508, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “2012 Access Control Deed”).

C. Pursuant to the 2012 Access Control Deed, Rodgers conveyed to the City each and every right or rights of access to and from any part of the right-of-way of the Jefferson Parkway Public Highway (the “Parkway”), or any successor highway, from any part of the real property owned by Rodgers adjacent to the Parkway, along or across the access line or lines described in Exhibit A of the 2012 Access Control Deed.

D. Of even date herewith, by separate instrument, the City is conveying the Property to the Authority (the “Arvada Special Warranty Deed”).

E. To permit construction of the Parkway on the Property, the City hereby desires to assign its right, title, and interest in and to the access control lines pertaining to the Property, as described and graphically depicted in Exhibit A of the 2012 Access Control Deed, to the Authority.

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

1. The City hereby assigns to the Authority, and the Authority hereby accepts from the City, all of the City’s right, title, and interest, in and to the access control lines pertaining to
the Property, as described and graphically depicted in Exhibit A of the 2012 Access Control Deed, attached hereto as Exhibit A.

2. Upon execution of this Assignment and the execution of the Arvada Special Warranty Deed, the City shall have no further right, title, or interest in and to the 2012 Access Control Deed.

3. This Assignment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement.

4. This Assignment shall be recorded in the office of the Jefferson County Clerk and Recorder. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

(Signatures Appear on Following Page)
CITY OF ARVADA, COLORADO,
a Colorado home rule municipal corporation

By: Marc Williams, Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

STATE OF COLORADO )
COUNTY OF JEFFERSON ) ss.

The foregoing Assignment of Access Control Lines was acknowledged before me on this _____ day of ________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: ___________.

Notary Public
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: David Jones, Chairman

ATTEST:

___________________________
William A. Ray
Executive Director

APPROVED AS TO FORM:

___________________________
Tamara K. Seaver, General Counsel

STATE OF COLORADO )
) ss.
COUNTY OF JEFFERSON )

The foregoing Assignment of Access Control Lines was acknowledged before me on this _____ day of ________________, 2019, by David Jones as Chairman of the Jefferson Parkway Public Highway Authority.

WITNESS my hand and official seal.

My Commission Expires: __________.

Notary Public

My Commission Expires: __________.

Notary Public
EXHIBIT A
(to Assignment of Access Control Lines)

2012 Access Control Deed
(Rodgers to the City of Arvada)
This Access Deed is made this ___ day of _____________, 20___, between FRANK A. RODGERS JR. FAMILY TRUST ESTABLISHED NOVEMBER 18, 1976 AND RESTATED MARCH 17, 1982, JAMES M. AND BARBARA A. RODGERS LIVING TRUST DATED JANUARY 20, 1994, and THE FRANK A. RODGERS SR. FAMILY TRUST DATED FEBRUARY 23, 1977 of the County of Jefferson, State of Colorado, Grantors, and the CITY OF ARVADA, whose legal address is 8101 Ralston Road, Arvada, Colorado 80001, State of Colorado, Grantee.

For the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby convey to the Grantee each and every right or rights of access to and from any part of the right-of-way of the Jefferson Parkway Public Highway, which shall be a public highway within the meaning of § 43-4-501, et seq., C.R.S. ("Jefferson Parkway"), or any successor highway, from any part of the real property owned by the Grantors adjacent to the Jefferson Parkway, along or across the access line or lines described in Exhibit A attached to and hereby incorporated in this instrument.

[The remainder of this page is intentionally left blank.]
FRANK A. RODGERS JR. FAMILY TRUST
ESTABLISHED NOVEMBER 18, 1976 AND
RESTATED MARCH 17, 1982

By: James M. Rodgers
   James M. Rodgers

By: Richard A. Rodgers
   Richard A. Rodgers

STATE OF Colorado  )
     City of  ) ss.
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 25th day of July, 2012, by James M. Rodgers as trustee and Richard A. Rodgers as trustee of Frank A. Rodgers Jr. Family Trust Established November 18, 1976 and Restated March 17, 1982.

Witness my hand and official seal.

My commission expires: 12/20/2015.

Stephanie M. Reed
Notary Public
JAMES M. AND BARBARA A. RODGERS
LIVING TRUST DATED JANUARY 20, 1994

By: James M. Rodgers
   James M. Rodgers

By: Barbara A. Rodgers
   Barbara A. Rodgers

STATE OF Colorado )
City of ) ss.
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 25th day of July, 2012, by James M. Rodgers as Trustee and Barbara A. Rodgers as Trustee of James M. and Barbara A. Rodgers Living Trust Dated January 20, 1994.

Witness my hand and official seal.

My commission expires: 12/20/2015.

[Signature]
Stephanie M. Reed
Notary Public

[Notary Seal]
My Commission Expires 12/20/15
THE FRANK A. RODGERS SR. FAMILY
TRUST DATED FEBRUARY 3, 1977

By: Frank A. Rodgers, Jr.

James M. Rodgers

STATE OF Colorado )
City of ) ss.
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 25th day of
July, 2013, by Frank A. Rodgers, Jr. as trustee and
James M. Rodgers as trustee of The Frank A. Rodgers Sr. Family

Witness my hand and official seal.

My commission expires: 12/20/2015.

Stephanie M. Reed
Notary Public

My Commission Expires 12/20/2015
Exhibit A
JEFFERSON BELTWAY NO. 3 RODGERS SIDE LEGAL DESCRIPTION:

LOCATED IN SECTION 27 TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK 18, LEYDEN ROCK FILING NO.1

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 947.726 SQUARE FEET OR 21.7568 ACRES, MORE OR LESS.
ASSIGNMENT OF ACCESS CONTROL LINES

This Assignment of Access Control Lines (“Assignment”) is made this ___ day of ____________, 2019, between the CITY OF ARVADA, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002, as assignor (the “City”), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002, as assignee (the “Authority”).

RECITALS

A. The City and RRCEA, LLC, a Colorado limited liability company (“RRCEA”), are parties to that certain Special Warranty Deed dated July 26, 2012 and recorded in the office of the Jefferson County Clerk and Recorder on August 23, 2012 at Reception Number 2012089504, pursuant to which RRCEA conveyed to the City certain real property as described therein located in Jefferson County, Colorado (the “Property”).

B. Concurrently with the conveyance of the Property, RRCEA granted to the City that certain Access Deed (No Points of Access) pertaining the Property dated July 26, 2012 and recorded in the office of the Jefferson County Clerk and Recorder on August 23, 2012 at Reception Number 2012089505, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “2012 Access Control Deed”).

C. Pursuant to the 2012 Access Control Deed, RRCEA conveyed to the City each and every right or rights of access to and from any part of the right-of-way of the Jefferson Parkway Public Highway (the “Parkway”), or any successor highway, from any part of the real property owned by RRCEA adjacent to the Parkway, along or across the access line or lines described in Exhibit A of the 2012 Access Control Deed.

D. Of even date herewith, by separate instrument, the City is conveying the Property to the Authority (the “Arvada Special Warranty Deed”).

E. To permit construction of the Parkway on the Property, the City hereby desires to assign its right, title, and interest in and to the access control lines pertaining to the Property, as described and graphically depicted in Exhibit A of the 2012 Access Control Deed, to the Authority.

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

1. The City hereby assigns to the Authority, and the Authority hereby accepts from the City, all of the City’s right, title, and interest, in and to the access control lines pertaining to the Property, as described and graphically depicted in Exhibit A of the 2012 Access Control Deed, attached hereto as Exhibit A.
2. Upon execution of this Assignment and the execution of the Arvada Special Warranty Deed, the City shall have no further right, title, or interest in and to the 2012 Access Control Deed.

3. This Assignment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement.

4. This Assignment shall be recorded in the office of the Jefferson County Clerk and Recorder. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

(Signatures Appear on Following Page)
CITY OF ARVADA, COLORADO,  
a Colorado home rule municipal corporation

By: Marc Williams, Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

STATE OF COLORADO  )
COUNTY OF JEFFERSON  ) ss.

The foregoing Assignment of Access Control Lines was acknowledged before me on this _____ day of ________________, 2019, by Marc Williams as Mayor of the City of Arvada.

WITNESS my hand and official seal.

My Commission Expires: __________. Notary Public
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: David Jones, Chairman

ATTEST:

___________________________
William A. Ray
Executive Director

APPROVED AS TO FORM:

___________________________
Tamara K. Seaver, General Counsel

STATE OF COLORADO )
) ss.
COUNTY OF JEFFERSON )

The foregoing Assignment of Access Control Lines was acknowledged before me on this ____ day of ________________, 2019, by David Jones as Chairman of the Jefferson Parkway Public Highway Authority.

WITNESS my hand and official seal.

My Commission Expires: __________.

________________________________________
Notary Public
EXHIBIT A
(to Assignment of Access Control Lines)

2012 Access Control Deed
(RRCEA to the City of Arvada)
ACCESS DEED
(No Points of Access)

This Access Deed is made this ___ day of ____________, 20___, between RRCEA, LLC, a Colorado limited liability company, of the County of Jefferson, State of Colorado, Grantor, and the CITY OF ARVADA, whose legal address is 8101 Ralston Road, Arvada, Colorado 80001, State of Colorado, Grantee.

For the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby conveys to the Grantee each and every right or rights of access to and from any part of the right-of-way of the Jefferson Parkway Public Highway, which shall be a public highway within the meaning of § 43-4-501, et seq., C.R.S. ("Jefferson Parkway"), or any successor highway, from any part of the real property owned by the Grantor adjacent to the Jefferson Parkway, along or across the access line or lines described in Exhibit A attached to and hereby incorporated in this instrument.

[The remainder of this page is intentionally left blank.]
RRCEA, LLC, a Colorado limited liability company

By: __________________________
    Its: __________________________

STATE OF Colorado )
 ) ss.
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by Christopher Elliott as manager and __________________ as __________________ of RRCEA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ________________.

[Signature]
Notary Public

[Notary Public Seal]

JULIE KENNY
Notary Public
State of Colorado
My Commission Expires April 23, 2015
JEFFERSON BELTWAY NO. 2 LEGAL DESCRIPTION:

ACROSS A PORTION OF WHEAT RIDGE GARDENS 2ND FILING AND LOCATED IN SECTIONS 26 AND 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27 BEARS N 89° 44' 54" W AND MONUMENTED AS FOLLOWS:


COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 27;

THENCE S 00° 14' 00" E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, A DISTANCE OF 630.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 82ND AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF N 89° 02' 18" E 55.24 FEET, A RADIUS OF 1848.43 FEET, AN ARC LENGTH OF 55.24 FEET AND A DELTA OF 01° 42' 44";

THENCE N 26° 41' 19" E, A DISTANCE OF 572.88 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF N 53° 59' 27" E 2018.21 FEET, A RADIUS OF 2200.00 FEET, AN ARC LENGTH OF 2096.67 FEET AND A DELTA OF 54° 36' 16";

THENCE N 81° 17' 35" E, A DISTANCE OF 795.78 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N 68° 08' 18" E 1831.81 FEET, A RADIUS OF 4350.00 FEET, AN ARC LENGTH OF 1845.63 FEET AND A DELTA OF 23° 18' 34" TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N 46° 50' 21" E 1532.34 FEET, A RADIUS OF 4350.00 FEET, AN ARC LENGTH OF 1540.38 FEET AND A DELTA OF 20° 17' 20";

THENCE S 63° 10' 35" E A DISTANCE OF 304.21 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF S 46° 09' 24" W 1631.68 FEET, A RADIUS OF 4650.00 FEET, AN ARC LENGTH OF 1640.15 FEET AND A DELTA OF 20° 12' 34";

THENCE N 42° 02' 39" W, A DISTANCE OF 141.97 FEET;
JEFFERSON BELTWAY NO. 2 LEGAL DESCRIPTION:
SHEET 2 OF 3
03-20-12

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N 45°51'19" W 163.51
FEET, A RADIUS OF 1230.00 FEET, AN ARC LENGTH OF 163.63 FEET AND A DELTA OF 07°37'20"
TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 476,010 SQUARE FEET
OR 10.9276 ACRES, MORE OR LESS.

NOTE: THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY, THIS
DESCRIPTION IS INTENDED ONLY TO DESCRIBE THE ATTACHED EXHIBIT.

I, CHRISTOPHER H. McELVAINE, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. McELVAINE, P.L.S. NO. 36561
FOR AND ON BEHALF OF
JEHN ENGINEERING
5890 WEBSTER STREET
ARVADA, CO. 80002

J:\2036\210-054\SURVEY\EXHIBITS\JEFFERSON BELTWAY0054-JEFF-BELT-rev-2.DOC
EXHIBIT
JEFFERSON BELTWAY NO.2
SHEET 3 OF 3

POINT OF COMMENCEMENT
CL/4 COR. SEC. 27
FOUND #6 REBAR W/ 3-1/4"
ALUM. CAP MARKED "PLS 13258"
1997" 0.2' ABOVE GROUND LEVEL.

JEFFERSON BELTWAY NO.2
LOCATED IN SECTIONS 26 AND 23, T2S, R70W, 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON,
STATE OF COLORADO

476,010 SF  TITLE: JEFFERSON BELTWAY NO. 2
SCALE: 1" = 1000'  DATE: 03.20.12  2036-200-54  0054-JEFF-BELT-rev-2

JeHN ENGINEERING
JEFFERSON BELTWAY NO. 1 SMITH SIDE LEGAL DESCRIPTION:
SHEET 1 OF 2 07.20.12

LOCATED IN SECTION 26 TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL
MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BLOCK 15, LEYDEN ROCK FILING NO.1

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 592.532 SQUARE FEET
OR 13.6027 ACRES, MORE OR LESS.
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: CB19-045 An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Report in Brief

Dan Resnick, Turnick, LLC is requesting approval of a Conditional Use Permit (CUP) for a school facility, including child day care, in a PUD-I (Industrial) zone district.

The facility is proposed to be approximately 13,000 square feet in size, with three outdoor playground areas. The projected capacity of the school is 204 children, with up to 24 staff members.

Although a Final Development Plan (FDP) has not been submitted at this time, a conceptual site plan has been provided as part of the CUP application to indicate the potential layout of the facility and associated parking and landscaping.

The Arvada team recommends that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W. 54th Drive, be approved on first reading, ordered published in full and a public hearing set for December 2, 2019 at 6:15 p.m.

Financial Impact

There is no financial impact associated with the proposed action.

Background

The subject property is located at 12720 West 54th Drive in the Arvada Energy Center and is currently undeveloped land.

The property was annexed into the City in 1977 and zoned PUD-I at that time. The Arvada Energy Center was originally platted in 1982. A subsequent Preliminary Development Plan (PDP) for the property was approved in 2004. The lot on which this project is proposed was created through the Arvada Energy Center Amendment 6 plat in 2016. The subject property, Lot 2, is approximately 1.62 acres in size.

Discussion

A CUP is required for a child care facility, per the LDC, to ensure that the use is compatible with the surrounding land uses. Typically, the CUP is intended to buffer existing surrounding uses from the proposed use. However, in this situation, the CUP should be reviewed in the context of buffering the proposed use from the surrounding light industrial uses. The applicant has addressed the CUP criteria in their overview letter, which is attached.
**Public Contact**

The required neighborhood meeting for this project took place on June 20, 2019. The applicant, Arvada team members, and approximately eight neighbors were in attendance.

Written notice was sent 12 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

**Commission Recommendation**

The Planning Commission held their public hearing on October 22, 2019 and voted unanimously in favor of the request.

**Strategic Alignment**

This application aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W. 54th Drive, be approved on first reading, ordered published in full and a public hearing set for December 2, 2019 at 6:15 p.m.

**Suggested Motion:**

I move that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W. 54th Drive, be (approved on first reading, ordered published in full and a public hearing set for December 2, 2019 at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Robert Smetana, Manager of City Planning and Development 10/29/2019
Ryan Stachelski, Director of Community and Economic Development 10/30/2019
Lori Graham, Senior Assistant City Attorney 11/5/2019
SUBJECT: CB19-045 An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Rachel Morris, City Attorney
Lorie Gillis, Deputy City Manager
Mark Deven, City Manager

Enclosure, exhibits & attachments required to support the report
COUNCIL BILL NO. 19-045
ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A CHILD DAY CARE FACILITY IN PUD-I (INDUSTRIAL) ZONE DISTRICT FOR THE GODDARD SCHOOL - NORTH TABLE MOUNTAIN, GENERALLY LOCATED AT 12720 W. 54TH DRIVE

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

Section 1. A conditional use permit is hereby approved for the following-described property to allow for school facility, including child day care in PUD-I (industrial) zone district for the Goddard School - North Table Mountain, generally located at 12720 w. 54th drive:

LEGAL DESCRIPTION:

LOT 2, ARVADA ENERGY CENTER AMENDMENT 6
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

Section 2. The Official Zoning maps of the City of Arvada are hereby amended in accordance with this ordinance.

Section 3. The Conditional Use Permit, including any conditions or provisions imposed upon this conditional use, shall be recorded with the Clerk and Recorder’s Office in the County in which the property is located.

Section 4. This Ordinance shall be effective fifteen (15) days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November, 2019.

PASSED, ADOPTED, AND APPROVED this _____ day of ___________, 2019.

____________________________________
Marc Williams, Mayor
ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

____________________________________
Rachel A. Morris, City Attorney

Publication Dates: November 21, 2019
NATURE OF REQUEST

Dan Resnick, Turnick, LLC is requesting approval of a Conditional Use Permit (CUP) for a school facility, including child day care, in a PUD-I (Industrial) zone district.

The facility is proposed to be approximately 13,000 square feet in size, with three outdoor playground areas. The projected capacity of the school is 204 children, with up to 24 staff members.

Although a Final Development Plan (FDP) has not been submitted at this time, a conceptual site plan has been provided as part of the CUP application to indicate the potential layout of the facility and associated parking and landscaping.

MODIFICATIONS REQUESTED

No modifications of the Land Development Code (LDC) have been requested as part of this application.

LOCATION AND HISTORY

The subject property is located at 12720 West 54th Drive in the Arvada Energy Center and is currently undeveloped land.

The property was annexed into the City in 1977 and zoned PUD-I at that time. The Arvada Energy Center was originally platted in 1982. A subsequent Preliminary Development Plan (PDP) for the property was approved in 2004. The lot on which this project is proposed was created through the Arvada Energy Center Amendment 6 plat in 2016. The subject property, Lot 2, is approximately 1.62 acres in size.
CONDITIONAL USE PERMIT

A CUP is required for a child care facility, per the LDC, to ensure that the use is compatible with the surrounding land uses. Typically, the CUP is intended to buffer existing surrounding uses from the proposed use. However, in this situation, the CUP should be reviewed in the context of buffering the proposed use from the surrounding light industrial uses. The applicant has addressed the CUP criteria in their overview letter, which is attached.

NEIGHBORHOOD MEETING

Section 3.1.6 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on June 20, 2019. The applicant, staff, and eight neighbors were in attendance.

The primary topics of discussion at the meeting were traffic and parking. Property owners within the Arvada Energy Center were concerned about overflow parking from the school being accommodated on the 54th Drive cul-de-sac. Additionally, concerns were raised regarding drop off and pick up time conflicts with business traffic, and existing congestion at the intersection of 52nd Avenue and Xenon Street. Noise from the facility and safety concerns for the children were also raised.
A follow up meeting was held on July 30th, where similar concerns were raised.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Section 3.3 of the Land Development Code requires public notification for all public hearings as follows:

**Written Notice:** At least 12 days prior to all public hearings, written notice must be mailed to all property owners within 400 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

**Posted Notice:** At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

**Published Notice:** At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

Written notice of the application is not necessary as part of a CUP. However, notice will be required, should the applicant pursue a Final Development Plan.

DEVELOPMENT REVIEW TIMELINE

The application was submitted on July 3, 2019 and placed on a standard review track. Staff and the applicant met all of the review and resubmittal deadlines. Given the limited nature of the CUP request, a third review of the application was not necessary. Therefore, the application is being heard on October 22, 2019, rather than on November 19, 2019, per the typical review schedule.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This application aligns with the Growth and Economic Development goals of the Strategic Plan.

ZONING AND LAND USE

The subject property is currently zoned PUD-I and is approximately 1.62 acres in size.
Surrounding properties are zoned and utilized as follows:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Actual Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>PUD-I</td>
<td>Office/Warehouse</td>
</tr>
<tr>
<td>South</td>
<td>R-L (Residential Low Density)</td>
<td>School</td>
</tr>
<tr>
<td>East</td>
<td>PUD-I</td>
<td>Vacant</td>
</tr>
<tr>
<td>West</td>
<td>Unincorporated Jefferson County</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

PROJECT ANALYSIS

Compliance with the Comprehensive Plan
The subject property is designated as Industrial/Office on the Comprehensive Plan Future Land Use map. Child care facilities are an appropriate secondary use, subject to CUP review.

Setbacks
Standard setbacks within the PUD-I zone district, per the LDC, and those indicated on the conceptual plan are as follows:

<table>
<thead>
<tr>
<th>Setback Location</th>
<th>Minimum Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>20 Feet</td>
<td>75 Feet</td>
</tr>
<tr>
<td>Side</td>
<td>10 Feet</td>
<td>16.9 Feet (North) and 117 Feet (South)</td>
</tr>
<tr>
<td>Rear</td>
<td>10 Feet</td>
<td>51.4 Feet</td>
</tr>
</tbody>
</table>

Specific setbacks will be determined at a future FDP review.


**Building Height**
The maximum building height, as indicated on the conceptual plan is approximately 25 feet. The maximum height allowed per the LDC is 35 feet.

**Landscaping, Buffering and Fencing**
The conceptual site plan indicates that approximately 38.3 percent of the site will be landscaped. The LDC requirement for open space within a PUD-I zone district is 25 percent.

A 6 foot tall solid fence is proposed along the southern and western portions of the site to surround the outdoor playground areas. A 6 foot wrought iron fence is proposed on the eastern side of the playground area.

A large landscape buffer is proposed on the western side of the site adjacent to the existing single family homes located in unincorporated Jefferson County.
Building Design
The building is proposed with a combination of siding, stucco, and stone veneer. A flat roof, with a gabled entry element utilizing timber trusses is also proposed.

Circulation and Connectivity
Access to the site will be from a single point along the 54th Drive cul-de-sac. Drop off and pick up traffic, as well as parking, will be accommodated through this access. Sidewalk access to the front of the building will also be provided from 54th Drive.

Child drop-off and pick-up take place over a two-hour period, between 7 and 9am and between 4 and 6pm. Approximately 30 percent of the children and employees leave at mid-day, as they are part-time.

A traffic impact study has been provided as part of the CUP request. The study indicates that the average daily trips will be approximately 613. Of those trips, 142 will take place in the morning peak hour, and 143 will take place during the afternoon peak hour. The levels of service at nearby intersections will have some minor impact from this facility. The following chart indicates the changes in level of service at three intersections adjacent to the Arvada Energy Center:
Grading and Drainage
The conceptual plan indicates that the site will be graded so that drainage flows to the southern portion of the site into a detention and water quality pond. In order to create a flat pad for the building, two, four foot tall retaining walls are anticipated along the southern portion of the site. Final drainage and grading will be determined during the FDP review.

Parking and Loading
Thirty-eight parking spaces are proposed on the conceptual plan, when 36 are required by the LDC.

Utility Services
All utilities are currently available to the site. Water and sewer service will be provided by the North Table Mountain Water and Sanitation District.

Police and Fire Protection
Arvada police and the Arvada Fire Protection District will provide services to this facility.

**LAND DEVELOPMENT CODE APPROVAL CRITERIA**

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.
Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

<table>
<thead>
<tr>
<th>§3.14.9 Conditional Use Permit Approval Criteria (9-23-11)</th>
<th>Finding</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. The use is consistent with the Comprehensive Plan.</td>
<td>Complies</td>
<td>Public facilities, including day care facilities, are allowed as secondary uses within the Industrial/Office land use designation of the Comprehensive Plan.</td>
</tr>
<tr>
<td>B. The use is consistent with the purpose and intent of the zoning district in which it is located.</td>
<td>May Not Comply</td>
<td>Per the LDC, the PUD-I district is intended to encourage planned industrial parks with campus-like grouping of industrial uses, well planned access and parking, landscaped open space, and high quality architecture. This proposal includes significant landscaping and high-quality architecture, but does not necessarily relate to the industrial purpose and intent of the zone district. Additionally, access to the site is limited, given the location on a cul-de-sac.</td>
</tr>
<tr>
<td>C. The proposed use complies with all applicable provisions of this Code, including applicable use-specific standards of §5.2.</td>
<td>Complies</td>
<td>The CUP request meets all of the LDC requirements. There are no use-specific requirements for a day care facility.</td>
</tr>
<tr>
<td>D. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).</td>
<td>May Not Comply</td>
<td>The proposed day care facility is consistent with the adjacent uses in terms of scale and site design. However, the facility has operational characteristics that are different that the existing and planned uses within the PUD-I district in which it is located. The surrounding uses and potential future uses may have an adverse impact on a day care facility in terms of noise; the types of traffic generated; and access conflicts on the cul-de-sac.</td>
</tr>
<tr>
<td>E. Any significant adverse impacts resulting from the use will be mitigated or offset to the extent reasonably feasible.</td>
<td>May Comply</td>
<td>The project will mitigate adverse impacts on the adjacent residential to the west of the site through the construction of a solid fence to minimize noise and light impacts. The playground areas have also been located on the south and west sides of the building to be separated</td>
</tr>
</tbody>
</table>
from the surrounding light industrial uses. However, adverse impacts from the adjacent light industrial uses may affect the proposed day care use.

| F. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service for existing development. | Complies | Adequate facilities and services are available to support the development of this project. |

| G. Any significant adverse impacts on the natural environment will be mitigated to the extent reasonably feasible. | Complies | The site has been planned for light industrial development for decades and the site has been graded to accommodate the proposed uses. Proper drainage facilities will be designed to address storm water run-off and water quality needs. |

| H. The use complies with all other applicable federal, state, or county laws and regulations. | Complies | The applicant will be required to be in compliance with the State of Colorado, Jefferson County, and any other regulatory agencies for day care facilities. |

**STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends that the Planning Commission evaluate the proposal in terms of impacts that the surrounding uses may have on the project, rather than the impact of the project.

If the Planning Commission finds that a recommendation to approve the Conditional Use Permit is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

- Outstanding items of the last staff review be addressed with the Final Development Plan application.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.
Development Overview Letter

Property information
Address: 12720 West 54th Drive
Proposed Use – The Goddard School – North Table Mountain
PIN – 39-172-02-067
Zoning – PUD-I
Subdivision – Arvada Energy Center Amendment 6
Application – Conditional Use Permit

Applicant
Turnick, LLC
Dan Resnick
1901 Sage Circle
Golden, CO 80401

Subject Site and Proposed use
The proposed project is a 70,748sf/1.62 acre parcel located at 12720 West 54th Dr in Arvada.

The applicant has purchased a franchise from Goddard Systems, Inc. (GSI) to open a Goddard School. The Goddard School is a curriculum-based preschool for children ages 6 weeks to 6 years of age. If there is a demand, there may be an after-school program. The hours of operation for the center are from 7am – 6pm, Monday through Friday. The center will be closed on the weekends and holidays. On occasion evening or weekend events may be held at the school.

The school is proposed to be +- 13,000 square feet. There will be 11 classrooms and a multi-purpose room. The projected licensed capacity for the school is 204 children. At full capacity there will be 24 staff. There are 2 teachers per classroom, the owner and an educational director. The multi-purpose room will be used throughout the day by different classes so it will not require any additional staff.

There is approximately +- 11,000 square feet of playground space proposed. There will be 3 playground areas. There will be 2 playground structures with a poured-in-place rubber fall zone. The playground will be separated as required; one for infants and toddlers and the other for preschool children. The playground will be enclosed by a 6’ perimeter fence. Fencing along the west and south sides will be a decorative solid fence. All other fencing will be wrought-iron style fence. The fencing will be installed around the building as a security measure. All classroom exits will be fenced. 40 parking spaces are proposed and there is a dumpster enclosure at the south side of the parking lot.

Goddard Systems Inc.

GSI, the franchisor of The Goddard School, has approximately 500 locations in 36 states and has been in business since 1988. There are 20+ centers currently open in the Greater Denver Area. The Goddard School core curriculum emphasizes early childhood development and incorporates enrichment programs in chess, coding, fitness, foreign languages, music, robotics, sign languages, yoga and more. The Goddard School Franchise is consistently named one of the top childcare franchises in the United States by Entrepreneur magazine.
The applicant decided to purchase a childcare franchise because he wanted to invest in a business that would give him an opportunity to make a positive difference in children’s lives. They selected The Goddard School specifically because they wanted to invest in a proven business model. GSI provides support in every aspect of the business including site selection, construction support, training, marketing, IT and more.

**Site Selection**

The applicant spent a lot of time looking for the right location. Factors that led him to choose this location include but are not limited to:

- Commercial location close to a high density of residential
- Excellent demographics for families with children under the age 5 as confirmed by GSI
- Close proximity to Ward Rd, a major thoroughfare in Arvada
- Convenient location for the drop off and pick up of children for parents.
- Preschools in the immediate vicinity of this location are at full capacity with a waitlist. Research indicates there is a demand in this area.
- The use of childcare works in this location with no negative impacts to the neighboring properties.

**CUP Approval Criteria**

The applicant offers the following information on how the requirements for the CUP are met with the proposed project:

*The use is consistent with the Comprehensive Plan*

The proposed project promotes public health, safety, convenience and prosperity for the residents of Arvada. It provides a service needed for both residents and people that work in Arvada. The proposed project provides more than daycare as it is curriculum based and is a preschool. This service is consistent with the comprehensive plan as it benefits the community by promoting education and is a benefit to the community.

The proposed project promotes economic and community growth for the city. Whereas, the school will have 24 staff at the facility at full capacity there will be 40-45 employees hired at school as some are part time. The school also promotes economic growth as the service is needed to support the increase in jobs for the city.

The location for the project works to prevent congestion on the major thoroughfares in the area as it’s located in a business park and parents are not entering and exiting on the major thoroughfare. It’s also going to draw parents that are already driving those roads. The school will encourage its staff to carpool to and from work.

We feel the project is consistent with the comprehensive plan as it promotes a balance between residential and nonresidential uses by providing a necessary service to make them work well together.

The proposed school is also compatible with the surrounding light industrial development. Whereas measures have been taken to control sound from the children playing on the playground, light industrial uses are generally tolerant of a certain amount of noise. The volume of traffic in a light industrial development is generally lower than other locations which makes this site compatible to the uses around it. Our traffic engineer took counts on the streets of the development and found the traffic was very low and that a good portion of it took place before the school would open for business. The low traffic levels make the site compatible as it allows for ease of access for the parents picking up and dropping off.

The intent of a light industrial district as defined in the municipal code is “to encourage development of industrial and office uses with minimal adverse impact on surrounding properties.” The code also states that “permitted uses are limited to manufacturing, wholesaling, and office activities that can be operated in a clean and quiet manner.”
Considerations have been taken to ensure that the surrounding light industrial uses will not impact the pre-school but the uses are compatible as defined by the code.

Furthermore, the code states “Certain public facilities needed to serve the occupants of the District and residents of adjoining residential districts are also allowed.” The proposed preschool will provide a service to the workforce and adjoining residential district in the surrounding development and thus support it.

The use is consistent with the purpose and intent of the zoning district in which it is located.

The zoning for the location is PUD-I. A day care is a conditional use. Per the Arvada Land development code, “Conditional uses are permitted uses that are appropriate in the respective zoning district only when all conditions are met.” Its our understanding that the intent of the code is intended to permit daycare provided there are no negative impacts on the neighboring properties.

Considerations in the design have been taken to mitigate any negative impacts of the surrounding uses. The landscape plan has been developed with large shade tree throughout to screen the proposed use from the existing uses.

The playgrounds have been situated on the south side of the building to isolate them. Both playgrounds are situated in one area to isolate them from any negative impacts from the surrounding uses. A solid fence has been added to the south and east sides to mitigate noise from entering playgrounds. A higher concentration of landscaping has also been added around the playgrounds to mitigate any negative impacts as well.

The location of the playgrounds also promotes safety as there is a retaining wall on 2 of the three sides of the playgrounds which limits any potential hazards that could impact the children. On the third side of the playgrounds, traffic-rated bollards have been added to provide car protection. It is unexpected to have any vehicles from the surrounding uses enter the site, but precautions have been taken should they.

The facility will be built to control sound using sound attenuation insulation is in all the perimeter walls of the classrooms. The insulation in the walls will extend to the insulation at the roof so sound each classroom is fully insulated on all sides. This will mitigate any sound that could come from any surrounding uses and disturb the operations of the preschool.

The intent of the PUD-I zone is defined in the land development code: Intent. The PUD-I District is created to encourage planned development industrial parks. It is intended to promote campus-like groupings of industrial uses and the provision of well-planned access and parking areas, adequate fire and safety controls, landscaped open space, physical connectivity between structures, and high-quality architectural design.

Considering the intent of the zoning is to permit a daycare and the intent of the PUD-I zone described above, we think the proposed use meets the intent of the LDC. If the goal of the zoning is to provide a campus like atmosphere with physical connectivity, a preschool will promote this as its likely that workers from the businesses will have children in the preschool and could actually walk from their place of business to the preschool. At this point in the development, this continuity doesn’t seem to exist.

The proposed use complies with all applicable provision of the Land Development Code, including any applicable use specific standards in Article 5.2.

The proposed use complies with applicable development standards. The standards are shown on the drawings.

The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts)
The proposed use is designed to be compatible with the other uses in the PUD. Its also designed to be compatible with the residential development to the west of the property. The building was designed with a flat roof like the other buildings in the development. The primary of height of the buildings was kept low at a height of 18’2”. There are elements of the building that are taller, but they are on the east side of the building facing the business side of the development. The building has a parapet wall to screen the HVAC equipment that will be on the roof. A solid 6’ fence with taller growing landscaping is proposed on the residential side of the building for screening.

The hours of operation of the school will be from 7am-6pm Monday through Friday. The school will be closed on nights, weekends and holidays except for occasional events. This works well for both the business and residential development. In particular it makes the use compatible with the residential as there should be no concerns over noise or lighting outside of typical business hours. In regard to the playgrounds, they have been designed to be on the south side of the building, away from the residential. Children do not use the playground first thing in the morning or during the evening. The hours that they will be on the playground are from 9am to 4pm. There will also only be 1 classroom of children in each playground at a time. The proposed 6’ solid fence and taller landscaping shown on the west and south sides of the playground were designed to mitigate any sound leaving the site.

Unlike a school, parent drop-off and pick-up their children over a 2-hour period each day. Drop-off is from 7am-9am and pick-up is from 4pm-6pm. Roughly 30% of the children and staff leave at midday because they are part-time. Parents are required to park their car, sign their children in and take them to their class in the morning. The inverse of that is true for pick-up. The process typically takes 6-10 minutes. The location of the school works particularly well being on a cul-de-sac. Parents entering and leaving the school will not need to wait for traffic as they would if they were on a through-street.

The proposed use is compatible in terms of traffic with the surrounding uses because the pick-up and drop-off is staggered. Potential concerns of the truck traffic will be mitigated through a strict policy on parent’s pick up and drop off. Parents are required to park their cars and take their child to their classroom after signing them in. Parents will not be able to pull up and drop their child off which eliminates any concerns regarding queuing which could back up on to the surrounding streets and interfere with any trucks delivering to the surrounding businesses. The parking lot allows for a circular flow of traffic which will also make sure any queuing will take place in the parking lot and not on the street. There will also be a policy which does not allow any car to park on the street.

It is our understanding that there is a concern with traffic on W52nd Ave by the Drake Middle School. We expect that the majority of parents dropping their children off will leave the school and head south on Ward Road to Interstate 70, avoiding the congestion. We would also expect that the majority of parents picking up will be heading north on Ward Rd when they leave. To do this they will need to head south on Xenon and make a left on W 52nd to get to Ward Road. By the time parents are picking up their children, the school day will have already been over and there should be no concern with the existing congestion.

Lighting for the school will be designed to stay on site and will comply with the city’s development standards. There are no adverse characteristics such as smell or dust.

Any significant adverse impacts resulting from the use will be mitigated or offset to the extent reasonably feasible.

Considerations to mitigate any negative impacts from the proposed use on the surrounding uses are reflected in the building, site and landscape design.

The playgrounds were situated on the south side of the building so they would be in one area and have the least impact on the neighboring properties. A solid fence was used on the south and west sides to mitigate any visual or sound impacts.

The design of the building considers the residential property to the west. The building is a single story and is only 25’ at its tallest point. With the additional landscaping the goal is to screen the proposed development from the residential neighbors. Considerations on sound on the interior of the building will ensure there is no sound that leaves the building. All of the classrooms will be fully insulated with sound attenuation insulation.
The landscape design includes measures to mitigate any impacts. Additional trees have been added to screen the property from the residential neighbors. They were also added to mitigate sound leaving the play areas. The parking lot landscaping was designed to mitigate the visual impacts to the surrounding uses. Shrubs are shown on the north and east sides of the site to screen the parking lot from the adjacent light industrial properties.

*Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service for existing development.*

Since the project is in a PUD, all utilities have been run to the site and were designed to accommodate the entire development.

*Any significant adverse impacts on the natural environment will be mitigated to the extent reasonably feasible.*

The land is currently vacant. The proposed development will not create any adverse impacts on the natural environment as it will be developed to current development standards.

*The use complies with all other applicable federal, state, or county laws and regulations.*

The proposed development will need approval from the CO Department of Human Services to operate as a childcare. It will also need to be inspected by the Jefferson County Health Department. The proposed design is based on the regulations from both agencies.
Neighborhood Meeting Summary
The Goddard School North Table Mountain
12720 W. 54th Drive Arvada CO 80002

Date of Meeting- June 20th 2019 6-7 PM

Meeting Location- 1st Floor Ann Campbell Room at Arvada City Hall 8101 Ralston Rd Arvada CO 80002

Number of People in Attendance- 8 People (Representing 3 businesses and 2 residences)

Development Team in Attendance-
- Owner Dan Resnick
- Architect Ben Hughes

City of Arvada in Attendance-
- Jeremiah Bebo

Meeting Notice Mailed- 6.5.19 (Attached Exhibit A)

Affidavit of Mailing- (Attached Exhibit B)

Materials Distributed at Meeting-
- Site Plan (Attached Exhibit C)
- Building Elevation (Attached Exhibit D)
- Floor Plan (Attached Exhibit E)
- Letter of Intent (Attached Exhibit F, 7 pages)

Summary
The main concerns the neighbors raised were over traffic and parking. There were some lesser concerns. All are explained below.

Parking
Some people raised concerns that there would be parents parking on the street and in other parking lots. We explained to the residents that we exceed the city’s parking requirement for our use by 4 spaces. We also explained that not all staff is parked in the lot during the pick-up and drop-off. The amount of staff parking is directly correlated to the number of children in the school. Since drop-off and pick-up is evenly distributed over 2 hours in the morning and the afternoon the amount of parking spaces required for staff slowly increases in the morning and decreases in the afternoon. We also explained that about 30% of part time children leave in the early afternoon making the pick-up in the evening less intense.

To address their concerns, we intend to do and additional traffic/parking study that will survey 3 other Goddard Schools and have a follow up meeting with the residents to discuss the results. We intend to show them that we have adequate parking for our use. We will have the traffic consultant at the meeting to answer questions.
Traffic

The neighbors raised a concern about the amount of traffic the proposed use would generate in the business park. We believe they think this works more like an actual school. We tried to explain that not all parents arrive at one time as it doesn’t function like a school where the children need to be there at the same time. The parents show up and leave at a steady rate over a 2-hour period and the traffic is not intense.

There was also a misunderstanding on how the children are dropped off and picked up. The parents are required to park their cars, sign their children in and take them to the classroom. It’s the inverse on the pick-up. The process can take anywhere from 6-10 minutes. Some people thought that the parents would drop their children off at the front of the school and drive away. This made them think that we didn’t have a good parking lot design as there would be a steady flow of parents dropping off their children without having to park. The parking lot has been designed to meet the develop standards.

Issues were raised about the location being on a cul-de-sac and cars lining up back in the street waiting to drop off their children. We believe this concern came from the aforementioned issue of the neighbors not understanding that people have to park and take their children in. Being on a cul-de-sac is actually a benefit for this use as the parents entering and leaving the parking lot do not need to compete with regular street traffic. This should prevent there being any stacking in the parking lot and makes the flow of the drop-off and pick-up work well.

Concerns of traffic were also raised about Ward Rd and 52nd Ave. We explained that there was a traffic impact fee associated with improving the conditions of the neighboring streets based on our use and that this has already been accounted for in the approval of the PUD. We explained that there could be additional fees required as a result of the traffic study we need to submit as part of our application.

One neighbor from the business park raised concerns about having semi-trucks trying to deliver to their facility while the parents are dropping off and picking up. Since the trucks simply need to make a turn into the parking lot we don’t see this as a concern as its not different than cars driving in normal conditions with larger trucks. The designs of the neighboring facilities do not require these trucks to make any additional maneuvers on the common streets to make their deliveries, so we do not see a conflict.

To address the concerns, we intend to do an additional traffic study that will survey 3 other Goddard Schools and have a follow up meeting with the residents to discuss the results. We will have the traffic consultant at the meeting to answer questions.

Noise

A residential neighbor raised the concern of the noise of the playground. We explained that the school only has one classroom out at a time in each of the 2 playgrounds and that we situated the playgrounds on the south side of the site to keep them further from the residents. There is room on the site for one to be on the west side adjacent to the residential but we purposely didn’t put any equipment there. We also explained that the children are only on the playground between 9am and 4pm which is during normal business hours. Other uses that are permitted could make noise on nights and weekends which could potentially be more disturbing towards the residents.

To address this concern we have decided to use a solid fence and taller landscaping on the west and south sides of the playground to contain any noise. The Goddard standard fencing is a wrought iron style fence.

Safety

Concerns of safety were raised. The current design of the site could not really be any safer as there are retaining walls surrounding the playgrounds and we have car protection for the building and the playground area adjacent to the parking. The location being on a cul-de-sac also allows for the safe entering and exit of the parents from the parking lot. The school will have 6’ tall perimeter fence as well as a camera system covering all of the property. In terms of entering the building, there will be an electronically controlled interior vestibule door. Parents will be able to allow themselves in using a biometrically controlled access control device. All other parties will need to be permitted in the building by the owner or director.
Drainage

The owner of the property to the east raised concerns over the drainage. We explained that we have just started looking at the drainage and that our civil engineer had already contacted theirs.

We intend to stay in touch with this owner as our stormwater design progresses.
NOTICE OF NEIGHBORHOOD MEETING

This notice is to inform you of an upcoming opportunity to participate in a neighborhood meeting for a proposed development project planned within the City of Arvada.

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>The Goddard School North Table Mountain</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY LOCATION:</td>
<td>12720 W. 54th Drive</td>
</tr>
<tr>
<td></td>
<td>Arvada, CO 80002</td>
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</tbody>
</table>

The applicant has purchased a franchise from Goddard Systems, Inc. (GSI) to open a Goddard School. The Goddard School is a curriculum-based preschool for children ages 6 weeks to 6 years of age. If there is a demand, there may be an after-school program. The hours of operation for the center are from 7am – 6pm, Monday through Friday. The center will be closed on the weekends and holidays. On occasion evening or weekend events may be held at the school.

The school is proposed to be +- 12,800 square feet. There will be 11 classrooms and a multi-purpose room. The projected licensed capacity for the school is 208 children. At full capacity there will be 24 staff. There are 2 teachers per classroom, the owner and an educational director. The multi-purpose room will be used throughout the day by different classes so it will not require any additional staff.

There is approximately +- 12,000 square feet of playground space proposed. There will be 3 playground areas. There will be 2 playground structures with a poured-in-place rubber fall zone. The playground will be separated as required; one for infants and toddlers and the other for preschool children. The playground will be enclosed by a 6’ wrought iron style fence. The fencing will be installed around the building as a security measure. All classroom exits will be fenced. 38 parking spaces are proposed and there is a dumpster enclosure at the south side of the parking lot.

MEETING INFORMATION

| DATE:          | Thursday, June 20, 2019 |
| LOCATION:      | 8101 Ralston Road – 1st Floor |
| TIME:          | 6:00 – 7:00pm |

PROJECT REPRESENTATIVE

| NAME:         | Dan Resnick Turnick LLC |
| PHONE NUMBER: | 914-419-7863 |
| EMAIL ADDRESS:| resnickco@gsi-ano.com |

ARVADA STAFF CONTACT

| NAME:         | Rob Smetana |
| PHONE NUMBER: | 720-898-7435 |
| EMAIL ADDRESS:| rsmetana@arvada.org |

A neighborhood meeting is the first step of the public process in the City of Arvada for developments that require a public hearing. This is done to help ensure community input and feedback into proposed developments prior to any formal application being submitted. If an application is submitted and the project moves forward, property owners and Homeowners Associations located within 400 feet of the subject property will be notified of the
dates of both the Planning Commission hearing and the City Council hearing approximately 10 days in advance of the hearing dates.

During the neighborhood meeting, the project representative will present the proposal to the audience, and may have a graphical representation of the proposal, a project fact sheet, and/or detailed handouts regarding specific details of the planned development for audience review.

Audience members will be given an opportunity to ask questions and provide comments regarding the proposed project. Arvada city staff will be available at the meeting to address any questions regarding the development review and application process.

Please feel free to contact the project representative or the Arvada staff contact listed above with any questions regarding the meeting.
Affidavit of Mailing

I, Don Proulx, certify that letters of notification were mailed in accordance with Section 3.3 of the Arvada Land Development Code for the public hearing/neighborhood meeting to be held on 6/10/2019. A copy of the letter and list of recipients is attached and made a part of this Affidavit.

Said mailing was made on 6/5/2019.

Signature

STATE OF COLORADO  )
COUNTY OF JEFFERSON  ) ss.

The foregoing instrument was acknowledged before me this 6th day of June, A.D. 2019 personally by

[Signature]

Notary Public

My Commission Expires: February 5, 2023

[Stamp: TYLENE SUE PRANGE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194004779
MY COMMISSION EXPIRES FEB 5, 2023]
TO: THE HONORABLE CITY COUNCIL                                      DATE: November 18, 2019

SUBJECT: CB19-046 An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2 (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Report in Brief

The fifth amendment to the 2005 Jefferson Center Metro District (JCMD) IGA removes references of a previously approved resolution R02-104 which made specific reference to the allocation of water for different land use types in the JCMD area. The 2002 Water Allocation Resolution contains target percentages for future residential and nonresidential uses. In 2002 there were limited options available to expand the water supply and City Council wanted to preserve water for economic development opportunities. During the past 18 year interval, the City has established a contractual relationship with Denver Water on the Gross Reservoir expansion project, which would supply enough additional water for build-out. The percentages adopted back in 2002 should be reviewed and updated as many changes to the Comprehensive Plan have occurred.

This IGA also restates language in a 2017 resolution R17-020, which in part references the 2002 resolution. The 2017 resolution allocated an additional 300 acre feet of water to JCMD, but made it subject to the same provisions found in the 2002 resolution. This amendment, if approved, would allow the water allocated by the 2017 resolution to be used as identified in this amended IGA and not subject to the 2002 resolution.

The JCMD Board is proposing to change the land use of approximately 250 acres to allow for residential and mixed use development. If City Council were to grant the proposed land use change, City Council would also need to authorize a change in the water allocation categories for the Jefferson Center Metropolitan District (JCMD). This amendment to the IGA facilitates the change to the water allocation, but does not approve any land use changes.

Currently, JCMD has 546 AF of available water, all of which is designated for nonresidential use. 396 AF of the existing 546 AF would be needed for residential use. 150 acre feet would be limited to non-residential uses only. The 150 acre feet of water would allow for roughly 100 to 150 acres of non-residential development.

The Arvada team recommends that the City Council approve CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By And Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2.

Financial Impact

This ordinance has no direct financial impact.

Background

Prior to 2002, the City did not have a water allocation system. In May of 2002 the City Council was briefed on the City’s current water supplies, the Jefferson Center, the Comprehensive Plan, and future developments. As of 2002, much of the
original land that was to be Jefferson Center had been sold to Open Space, and it was estimated that the remaining 2,000 acres
would require between 2,000 and 3,000 AF of water, which the City did not have. The discussion by City Council centered on
economic development, and the City Manager was directed to prepare a resolution for a water allocation system that would
preserve water for nonresidential development. A resolution (R02-104) for the water allocation system was prepared and
adopted by the City Council.

This approach has served the City well; however, currently the Arvada team does not believe that a city-wide allocation of
water is necessary in making neighborhood land use decisions. Over the past decades, the City has made significant progress
in developing the additional water resources needed for the full build-out of the city. If City Council prefers to retain the
Resolution, the team believes that the percentages adopted 18 years ago should be updated to allow for the development and
changes to the Comprehensive Plan that has occurred during the interval.

**Discussion**

The water supply reserved for the JCMD has been the subject of numerous discussions for the past two decades. Currently
JCMD has 1,869 AF of water available, and it has applied 1,323 AF towards new development, being mostly residential. By
IGA with JCMD, the remaining amount of 546 AF is reserved for nonresidential purposes.

The JCMD board members have stated that the amount of land designated for nonresidential development is more than the
market can support, and they are requesting that land and water be made available for residential uses. City team members
have reviewed the most current market analysis report by Professor Thibodeau and are generally in agreement that the
commercial real estate market will not support the planned 600 acres of nonresidential development in the Candelas area; 100
to 150 acres of nonresidential use is more reasonable.

At the present time the residential market remains strong and the JCMD board members would like to continue developing
residential properties. Consenting to this request will require City Council to allow 396 AF of the available 546 AF to be used
for residential purposes, while retaining 150 AF of nonresidential use water which will meet the needs of the local commercial
development. Please note that while the proposal does not increase JCMD’s available sources of water, it does alter the
allocation methodology that has been in place since the 2002 Resolution.

JCMD does have an option to purchase an additional 92 AF of water under the 20% option allowed them in the 2005 IGA. This
water would not be subject to the allocation method. JCMD will need to exercise this option in order to meet the water needs
for their proposal. Any land use changes would still be required to be approved by City Council.

**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 Area within the City Council
Strategic Plan.
Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2.

Suggested Motion:

I move that CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2, be (approved on first reading, ordered published in full, and a public hearing set for December 2, 2019, at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:
Ryan Stachelski, Director of Community and Economic Development 10/25/2019
Jim Sullivan, Director of Utilities 10/28/2019
Sharon Israel, Director of Utilities 10/28/2019
Emily Grogg, Senior Assistant City Attorney 10/29/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
COUNCIL BILL NO. 19-046
ORDINANCE NO. _______

AN ORDINANCE AUTHORIZING THE FIFTH AMENDMENT TO THE 2005 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA, COLORADO AND THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

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

Section 1. The Mayor, or the Mayor Pro-tern is authorized to sign, and the City Clerk to attest, in substantially the same form as approved by the City Attorney, the Fifth Amendment to the 2005 Intergovernmental Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 2.

Section 2. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of November, 2019.

PASSED, ADOPTED AND APPROVED this _____ day of ________________, 2019.

______________________________
Marc Williams, Mayor

ATTEST:

_______________________________
City Clerk

APPROVED AS TO FORM:

_______________________________
Rachel A. Morris, City Attorney

Publication dates: November 21, 2019
Wednesday, July 05, 2017

Charles C. McKay
Jefferson Center Metropolitan District No. 1
141 Union Boulevard Suite 150
Lakewood, Colorado 80228-1898

Subject: Water Supply Available for Purchase

Dear Mr. McKay:

Pursuant to paragraph 3.2 of the Third Amendment to the Intergovernmental Agreement by and between the City of Arvada and the Jefferson Center Metropolitan District No. 2 (JCMD) dated June 2015, the City of Arvada is hereby providing JCMD written notification that beginning July 10, 2017 JCMD may purchase up to 85.05 Acre-Feet of water referred to as the Deferred Water Options.

The purchase price is to be equal to the water rights value portion of the City's in-City water tap fee in effect at the time the District makes the purchase. Currently this value is $23,901 / Acre Foot. The purchase price will change if the City changes its in-City water tap fee.

In accordance with paragraph 3.2, Third Amendment, this water will be subject to the allocation formula established by City Resolution R02-104.

JCMD has three years to purchase all or a portion of this water. JCMD’s option for acquiring this water will expire on July 10, 2020.

Sincerely,

[Signature]
James M. Sullivan
Director of Utilities
January 12, 2018

Charles C. McKay  
Jefferson Center Metropolitan District No. 2  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  

Subject: Water Rights Purchased by the City of Arvada  

Dear Mr. McKay:  

Pursuant to Paragraph 3.2b of the Intergovernmental Agreement between the City of Arvada and the Jefferson Center Metropolitan District No. 2 (JCMD) dated April 4, 2005, the City of Arvada hereby provides written notification that the City has purchased the following water rights:  

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Ditch</th>
<th>Amount</th>
<th>Yield (AF)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2017</td>
<td>Group Sale</td>
<td>Wannamaker</td>
<td>27.5 inches</td>
<td>37.12</td>
<td>$260,700.00</td>
</tr>
</tbody>
</table>

Pursuant to the conditions set forth in Section 3 of the 2005 IGA, JCMD has three years to exercise its rights to purchase an equivalent 20% of this water, that being 7.42 AF. JCMD's option to acquire this water will expire on January 12, 2021.  

Sincerely,  

James M. Sullivan  
Director of Utilities  
720.898.7760
FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

1.0 PARTIES. The parties to this Fifth Amendment ("Fifth Amendment") are the City of Arvada, a home rule municipal corporation ("Arvada" or "City") and Jefferson Center Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado ("JCMD"). Collectively, Arvada and JCMD are referred to as the "Parties."

2.0 RECITALS.

2.1 Arvada and Jefferson Center Metropolitan District No. 1 previously entered into an agreement ("Original Agreement") titled "Intergovernmental Agreement By and Between the City of Arvada and the Jefferson Center Metropolitan District No. 1," dated April 4, 2005.

2.2 Jefferson Center Metropolitan District No. 1 subsequently assigned its rights, interests, and obligations under the Original Agreement to JCMD, and JCMD represents and affirms that it is subject to the Original Agreement, as assignee thereof, and has all necessary power and authority to enter into this Fifth Amendment.

2.4 The Original Agreement was amended by a First Amendment dated January 11, 2010 ("First Amendment"), by a Second Amendment, dated April 7, 2014 ("Second Amendment"), by a Third Amendment, dated June 29, 2015 ("Third Amendment"), and by a Fourth Amendment, dated February 6, 2017 ("Fourth Amendment"); together with the Original Agreement, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, constitute the "IGA."

2.5 Currently, JCMD has 1,869.24 acre feet ("AF") of water available. 1,275.01 AF of water has been applied towards residential development and 54.5 AF of water has been applied towards commercial development. JCMD has 539.73 AF of water reserved for nonresidential purposes and an option to purchase an additional 92.47 AF of water that would not be subject to the Resolution No. R02-104 allocation requirements.

2.6 Resolution No. R02-104, A Resolution Allocating Existing Water Supplies to New Users, was approved and adopted by City Council on June 17th, 2002 ("Resolution R02-104"). Resolution R02-104 laid out a water allocation system to encourage commercial/industrial development. Resolution _____, adopted by Council on _____________ rescinds Resolution R02-104.

2.7 Resolution No. R17-020, A Resolution Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2, was approved and adopted by City Council on February 6, 2017 ("Resolution R17-020"). Resolution R17-020 allocated an additional 300 AF of water and required it to follow the allocation plan in Resolution R02-104. Resolution ______________, adopted by Council on ______________
rescinds Resolution R17-020; rescinding of this resolution does not affect the allocation of the 300 AF but the resolution will be superseded by this Fifth Amendment. Future water allocations will continue to follow Subsection 3.7 as amended in the Fourth Amendment, allowing additional water supply allocations to be made by resolution and at the sole discretion of the Arvada City Council.

3.0 AMENDMENT. The Parties agree to further amend the IGA as follows.

4.0 TERMS AND CONDITIONS.

4.1 The foregoing terms and recitals are incorporated herein and made a material part of this Fifth Amendment as if set forth in full as terms and conditions.

4.2 Capitalized terms not otherwise defined herein shall have the meaning(s) ascribed to them in the IGA.

4.3 The first sentence of Section 3.0 (“Water”) shall be deleted.

4.4 All references to Resolution R02-104 (including references to Resolution R02-014 and/or Resolution R02-14) shall be deleted from the IGA, including all references in the First Amendment, Second Amendment, Third Amendment and Fourth Amendment.

4.5 It is anticipated that JCMD will purchase the additional allocation of 92.47 AF of water in accordance with the terms of the IGA. Arvada sent two letters providing written notification of the additional water allocation dated July 5, 2017 and January 12, 2018, Exhibit A and B respectively.

4.6 With the additional 92.47 AF of water, JCMD has a total of 1,961.71 AF of water available. No part of the total 1,961.71 AF of water shall be subject to the allocation system that has now been amended in Section 4.3 and Section 4.4 of this Fifth Amendment.

4.7 JCMD is required to reserve 150 AF of its allocated water for nonresidential use to meet the needs of the local commercial development, unless otherwise approved by the City.

5.0 DOCUMENTS OTHERWISE UNCHANGED. Except as specifically provided in this Fifth Amendment, the IGA remains unchanged and in full force and effect in accordance with its terms.

6.0 SEVERABILITY. If any other provision of this Fifth Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect.
DATED this ____ day of _______________, 2019.

CITY OF ARVADA, a Colorado home rule municipal corporation

________________________________________
Marc Williams, Mayor

ATTEST:

_________________________________
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ________________________________

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

_________________________________
Charles C. McKay, President
REPORT TO CITY COUNCIL
ORDINANCE FIRST READING

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Report in Brief

Council action is requested on the attached Ordinance adopting a floodplain map prepared by the Geo Data Services Division of the Public Works Department dated November 15, 2019, as the Official Floodplain Map of the City of Arvada. The Floodplain Map dated November 15, 2019 includes data from two Letters of Map Revision (LOMRs) approved by FEMA (LOMR Case No. 17-08-0149P, Candelas Commercial Development, issued 10/27/2017 and LOMR Case No. 17-08-1484P, Whisper Creek III Subdivision, issued 7/27/2018), as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated December 20, 2019 issued. In order to meet the minimum requirements of the National Flood Insurance Program (NFIP), the City is required to adopt the Floodplain Map dated November 15, 2019 by December 20, 2019.

The Arvada team recommends that the City Council approve CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA").

Financial Impact

There is no financial impact.

Background

Since the last formal update of the Official Floodplain Map of the City of Arvada, approved by Council on May 7, 2018, there have been two (2) Letters of Map Revision (LOMRs) approved by FEMA, as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM) issued by FEMA. LOMRs do not always warrant a reissuance of the FIRM; however, the two LOMRs referenced above are included in the new FIS/FIRM issuance.

Discussion

Arvada’s Land Development Code requires the Official Floodplain Map to be updated when the City, Mile High Flood District (MHFD, formerly Urban Drainage and Flood Control District (UDFCD)), or the Federal Emergency Management Agency (FEMA) performs an update of either the hydrology or hydraulics which changes the floodplain. Since the last formal update of the Official Floodplain Map of the City of Arvada, there have been two Letters of Map Revision (LOMRs) approved by FEMA (LOMR Case No. 17-08-0149P, Candelas Commercial Development, issued 10/27/2017 and LOMR Case No. 17-08-1484P, Whisper Creek III Subdivision, issued 7/27/2018), as well as a new Flood Insurance Study (FIS) and associated Flood
SUBJECT: CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Insurance Rate Maps (FIRM), dated December 20, 2019 issued by FEMA. LOMRs do not always warrant a reissuance of the FIRM; however, the two LOMRs referenced above are included in the new FIS/FIRM issuance.

A copy of the Official Floodplain Map is attached.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

N/A

**Strategic Alignment**

N/A

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA").

**Suggested Motion:**

I move that CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA"), be (approved on first reading, ordered published in full and a public hearing set for December 2, 2019 at 6:15 p.m.) (rejected).

Prepared by:
Robyn Brown, Civil Engineer III

Reviewed by:

Approved by:
Don Wick, Director of Public Works  11/6/2019
SUBJECT: CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA")
(Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Bryan Archer, Director of Finance 11/1/2019
Gail Walker, Legal Specialist-Contracts 11/1/2019
Emily Grogg, Senior Assistant City Attorney 11/5/2019
Jacob Beedle, City Engineer 11/6/2019
Rachel Morris, City Attorney 11/6/2019
Lorie Gillis, Deputy City Manager 11/6/2019
Mark Deven, City Manager

Enclosure, exhibits & attachments required to support the report
COUNCIL BILL NO. 19-047
ORDINANCE NO. ______

AN ORDINANCE ADOPTING THE FLOODPLAIN MAP DATED NOVEMBER 15, 2019, AS THE OFFICIAL FLOODPLAIN MAP OF THE CITY OF ARVADA, SUPERSEDING THAT DATED FEBRUARY 13, 2018, AND FURTHER ADOPTING THE FLOOD INSURANCE STUDY ("FIS") AND THE FLOOD INSURANCE RATE MAPS ("FIRM") PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA")

WHEREAS, the Federal Emergency Management Agency (FEMA) has approved the following Letters of Map Revision (LOMRs): LOMR Case No. 17-08-0149P, Candelas Commercial Development, issued 10/27/2017 and LOMR Case No. 17-08-1484P, Whisper Creek III Subdivision, issued 7/27/2018), as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated December 20, 2019 issued; and

WHEREAS, such approvals make it necessary and desirable to modify the City’s floodplain map.

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

Section 1. The floodplain map prepared by the Geo Data Services Division of the Public Works Department of the City of Arvada dated November 15, 2019, is hereby adopted as the official floodplain map of the City of Arvada, superseding the previous map dated February 13, 2018.

Section 2. The Mayor is authorized to affix his signature thereto, to be attested by the City Clerk.

Section 3. Copies of all the above-referenced documents are on file and available for inspection at the City of Arvada, Public Works Department, 8101 Ralston Road, Arvada, Colorado, 80002.

Section 4. Paragraph C (“Adoption of Official Floodplain Maps”) of Subsection 6.13.3 (“General Provisions”) of Section 6.13 (“Floodplain Development Standards”) of Article 6 (“Development Standards”) of the Land Development Code is hereby amended to read as follows:

C. Adoption of Official Floodplain Maps. The location and boundaries of the Flood Regulatory District, Floodway District, and Flood Zone District established by this Section are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency entitled, “Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas,” and the accompanying Flood Insurance Rate Maps dated December 20, 2019, and “Flood Insurance Study, Adams County, Colorado and Incorporated Areas” and the accompanying Flood Insurance Rate Maps dated March 5, 2007. This information is incorporated on the Official Floodplain Map of the City of Arvada, which is hereby adopted into this Code. Said map and studies, together with everything shown thereon and all amendments thereto, shall be as much a part of this Section as if fully set forth and described herein. Each change in the Official Floodplain Map shall be subject to the amendment procedure as required in Section 3.22 or 1.6.5 and
Section 5. Copies of all the above-referenced documents are on file and available for inspection at the City of Arvada, Public Works Department, 8101 Ralston Road, Arvada, Colorado, 80002.

Section 6. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November, 2019.
PASSED, ADOPTED, AND APPROVED this _____ day of ______________, 2019.

__________________________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney

Publication Dates: November 21, 2019
C. *Adoption of Official Floodplain Maps.* The location and boundaries of the Flood Regulatory District, Floodway District, and Flood Zone District established by this Section are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency entitled, “Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas,” and the accompanying Flood Insurance Rate Maps dated February 5, 2014 and January 20, 2016 *December 20, 2019,* and “Flood Insurance Study, Adams County, Colorado and Incorporated Areas” and the accompanying Flood Insurance Rate Maps dated March 5, 2007. This information is incorporated on the Official Floodplain Map of the City of Arvada, which is hereby adopted into this Code. Said map and studies, together with everything shown thereon and all amendments thereto, shall be as much a part of this Section as if fully set forth and described herein. Each change in the Official Floodplain Map shall be subject to the amendment procedure as required in Section 3.22 or 1.6.5 and 3.5 of this Code.
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: CB19-048 An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Report in Brief

This Intergovernmental Agreement (IGA) amends and restates an IGA which was originally approved on April 16, 2019. The intent of the amendments are to add language to the IGA that authorizes the District to own, operate, and maintain a park within the District which is open to the general public. Additionally, the IGA obligates the District to contribute to Regional Improvements. These amendments are in addition to the previously approved IGA which enables the City to enforce the terms and conditions of the service plan, which was approved by City Council on September 17, 2018.

The Arvada team recommends that the City Council approve CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District.

Financial Impact

The District will remit $2,255,213.20 to the City to fund the regionally significant infrastructure improvements noted in the Intergovernmental Agreement with the City of Wheat Ridge for improvements near W. 52nd Avenue and Ward Road.

Background

On September 17, 2018, City Council held a public hearing and approved Resolution R18-098 which approved the Service Plan for the Haskins Station Metropolitan District.

The Service Plan included a number of significant District obligations including but not limited to the funding of Regional Improvements located near W. 52nd Avenue and Ward Road in the monetary amount of $2,255,213.20.

Discussion

Section 91-11(11) of the Arvada City Code requires the District to enter into a written agreement with the City that binds the District to the terms and conditions of the approved Service Plan. On April 16, 2019 the City of Arvada and Haskins Station Metropolitan District entered into an Intergovernmental Agreement.

The Intergovernmental Agreement was consistent with the requirements of Section 91-11(11) of the Arvada City Code. The City and future residents of this development will continue to benefit from the infrastructure improvements constructed and maintained. In addition, the City Manager will utilize the monetary contribution noted to fund the obligations associated with the Intergovernmental Agreement with the City of Wheat Ridge for improvements near W. 52nd Avenue and Ward Road. Additionally, funds may also be used for improvements at 58th Avenue and Ward Road.
Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

This proposed action aligns with both Community and Economic Development and Infrastructure Strategic Priority Areas.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District.

Suggested Motion:

I move that CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District, be (approved on first reading, ordered published in full and a public hearing set for December 2, 2019 at 6:15 p.m.)(rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:
Ryan Stachelski, Director of Community and Economic Development 10/30/2019
Gordon Reusink, Director of Parks, Golf and Hospitality Services 10/31/2019
Emily Grogg, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/6/2019
Lorie Gillis, Deputy City Manager 11/6/2019
Mark Deven, City Manager 11/6/2019

Enclosure, exhibits & attachments required to support the report
| SUBJECT: CB19-048 An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District (Public Hearing to be set for December 2, 2019 at 6:15 p.m.) | PAGE: 3 |
COUNCIL BILL NO. 19-048
ORDINANCE NO. ________

AN ORDINANCE AUTHORIZING THE AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA, COLORADO
AND HASKINS STATION METROPOLITAN DISTRICT

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

Section 1. The Mayor or the Mayor Pro-tern is authorized to sign, and the City Clerk to attest, in substantially the same form as approved by the City Attorney, the Amended and Restated Intergovernmental Agreement between the City of Arvada, Colorado and Haskins Station Metropolitan District.

Section 2. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of November, 2019.

PASSED, ADOPTED AND APPROVED this _____ day of ____________________, 2019.

___________________________________
Marc Williams, Mayor

ATTEST:

__________________________________
City Clerk

APPROVED AS TO FORM:

__________________________________
Rachel A. Morris, City Attorney

Publication dates: November 21, 2019
City of Arvada – Parks Department

Maintenance Technical Specifications

Maintenance Contract
TechnicalSpecifications

Park landscaping may consist of turf grass, native grass, variety of trees, shrubs and other plant materials, irrigation, baseball diamonds, football/soccer fields, playgrounds, tennis courts, amphitheater, pavilions and tables, porta potty enclosures, hard and soft trails, trash receptacles, pet pickup stations, benches, bike racks, drinking fountains, and a variety of fencing and retaining walls.

The intent of the maintenance contract is to award the entire bid to one contractor. However, if the bid on a specific maintenance task does not fall within an appropriate range of the estimated maintenance costs or is an area of maintenance that the contractor is unable to perform, the bid could be awarded to multiple contractors accordingly.

The contractor shall be responsible for performing the designated landscape maintenance tasks at the designated location. Plant material shall be maintained in a healthy, vigorous growing condition. The contractor shall provide all the necessary manpower, equipment and materials as required to perform work according to the maintenance specifications. For identification purposes all contractor vehicles and staff are required to be identified with a company name or logo affixed to their vehicle and employee uniform. Equipment failure, manpower shortages, or equipment limitations are not acceptable causes for delay or failure to complete designated maintenance tasks within identified time frames. **Deductions will be made for uncompleted work.** Contractor must be familiar with the bid location and the following specific maintenance tasks and sub categories required. A = Turf Care, B = Irrigation C=Tree, Shrub and Plant Care, D = Site Amenities, E = Paths and trails.
Work at this location shall be performed from the period of January 1st through December 31st. All specified work will be performed on Monday thru Wednesday of the work week so as to be verified as complete by Friday of the week. The contractor is responsible for ensuring that all applicable licenses required for performing the work are obtained and are current. All persons engaged in the work shall be considered as employees of the contractor regardless of whether they are direct employees or are subcontractors. All employees engaged in the work shall be experienced, knowledgably and qualified for assigned maintenance and repairs. Contractor is held directly responsible for the work of all their employees.

The contractor shall conduct the work at all times in a manner that will not interfere with normal pedestrian traffic on adjacent sidewalks. When dealing with vehicular traffic on adjacent streets all state and local laws and ordinances shall be followed.

Payments will be made on a monthly basis by dividing the lump sum bid by the number of months in the contract less any deductions resulting from substandard or unacceptable work or the destruction of city property such as but not limited to plant material. Progress payments will be held until all unacceptable work has been corrected. The contractor will have 24 hours after verbal notification to correct any unacceptable work. If the city has to complete or redo any maintenance work that is unacceptable, or fix or replace damaged city property, the contractor will be liable for the direct costs associated with the work on a time and material basis.

After the first of each month the contractor will submit a summary report that details the maintenance performed, the materials used (if any) and the request for payment.

The City of Arvada Computerized Irrigation Supervisor will function as the primary city inspector. In addition, other city inspectors will be identified who will have the authority to accept or reject work based on compliance with the maintenance specifications, and for technical support regarding techniques, guidelines and other forms of maintenance and repairs expertise related to the property.
Maintenance Specifications

A. Turf Care:

A-1. Turf Mowing:
Frequency shall be once per week from April 1st through October 31st unless previously approved by the City representative. The contractor shall be required to submit mowing schedules that will be adhered to for the life of the contract unless extenuating circumstances such as adverse weather conditions prevail. All turf grass areas included in this contract shall be mowed utilizing power rotary or reel type mowing equipment. Mower blades or reels shall be sharpened and maintained in order to provide a smooth, uniform cut without ridges or depressions. Turf grass shall be kept at a height of not less than two and three-quarter inches and not more than four inches. No more than one third of the total plant height shall be removed at one time. All mowing patterns are to be changed on a weekly basis to avoid rutting and uneven surfaces. Clippings shall not be removed or caught during the mowing operation unless considered unsightly or thatch build up becomes to be a problem. Mowing will be done to throw clippings away from road ways, drainage swales, inlets, curb and gutters, walkways, and irrigation ditches. If necessary contractors will crosscut, rake, or employ appropriate methods that will eliminate all “clumps” of clippings left as a result of mowing wet or extremely long grass. Contractor shall be responsible for cleaning all sidewalks, streets, curbs, etc. by blowing or sweeping after each mowing. Contractors will utilize safety chutes on their equipment. The contractor is responsible for any damage to turf, trees, shrubs, irrigation equipment, buildings, vehicles, etc. that occurs during the mowing operations.

A-2. Sport field Mowing:
Commencing date, seasons end, frequency and mowing height will be dependant upon the fields scheduled activities. Generally, sports fields will require twice a week mowing and a mowing height of two inches to three inches.

A-3. Native Area Mowing:
Mowing frequency shall be every two weeks unless previously approved by the City representative. Mowing shall commence April 1st through October 31st. All native grass areas included in this contract shall be mowed utilizing power rotary type mowing equipment. Mower blades shall be sharpened and maintained in order to provide a smooth, uniform cut free from ridges or depressions. Native grass heights shall be kept at a height of four inches minimum and six inches maximum. No more than one third of the total plant height shall be removed at one time. Clippings shall not be removed or caught during the mowing operation but mowing should be done to throw clippings in the direction that is away from drainage swales, inlets, curbs and gutters and irrigation ditches. The contractor is responsible for any damage that occurs to turf, trees, shrubs, irrigation equipment, buildings, vehicles, etc. that occurs during mowing operations.
A-4. Trimming and Edging:
Concurrent with each mowing, string trimming shall be done around trees, shrub bed edging, curbs, concrete pads, fences, retaining walls, etc. This shall also be done to match the height of the mowed turf.
All turf is to be edged once a month from April 1st through October 31st to ensure that no growth extends over curbs and gutters, sidewalks, median edging, or into other improved areas at any time. This will be done with a steel bladed edger, not a string trimmer. Contractor will be liable for all replacement cost of City property or improvements associated with any damage that occurs. Contractor shall be responsible for cleaning all sidewalks, streets, curbs, etc. by blowing or sweeping after trimming and edging.

A-5. Sports field edging:
The edge of all skinned infields where the infield mix meets the turf (Lip) and foul lines if applicable will be edged twice a month from April 1st through October 31st.

A-6. Weed Control:
All turf areas within the specified maintenance areas shall be kept free of weeds. Weeding may be done manually or by the use of herbicides.
Two applications per year of a broadleaf herbicide shall be applied to all turf areas, one application in the spring and one application in the fall. Additional spot applications may be necessary throughout the growing season. The contractor will replace any desirable plants or trees damaged as a result of their spraying.
All herbicides used shall be selective and non-restricted use type pesticides unless previously approved by the City. A Colorado licensed pesticide applicator or supervisor licensed in the appropriate category shall do all applications.
**Subcontracting of pesticide applications is not permitted.** Contractor is responsible for all public notification and for adhering to all current state and federal regulations relative to pesticide application. All application plans and procedures shall be reviewed and approved by the City in advance. All areas that are sprayed shall be flagged for public notification immediately upon completion of the spray operation. **Contractor is responsible for removing the flags after forty-eight hours have elapsed from the time of application.**
Contractor is required to provide the City with all required licensing information of any person or persons that will be applying pesticides. Contractor assumes responsibility for all chemical applications regardless of whether themselves or their employees apply them.
Contractor is required to maintain a log of all pesticide applications performed that will show time, date, chemical used, and quantity of chemical used. Contractor is required to notify the City in writing within twenty-four hours after each chemical application with the previously identified information. The summary log will be turned in to the City at the completion of the contract and prior to issuance of final payment.
A-7. Aeration:
Common turf areas shall be aerated once in the spring (late March to early April) and once in the fall (late October to early November). Each aeration shall be done in a cross type pattern (two different directions) with a commercial type aerator. Aeration shall be done so plugs are pulled from a depth of three to four inches. Sports fields may require four aerations per season dependant upon the activity scheduled. Contractor will locate and flag all sprinkler heads and valve boxes prior to aeration. Any damage to the irrigation components or any other City property during the aeration process will be repaired at no cost to the City. Contractor shall remove all aeration plugs from all concrete surfaces.

A-8. Over seed/ Top dress
Over seeding and top dressing shall be done once a year in the early spring after aeration has been performed. Overseed applications will be limited to high traffic areas and bare spots. Over seeding shall be done using a slit/drill seeder method. Seed rate will be five pounds per thousand square feet containing twentyfive percent of each grass species, (Compact, Midnight, American, and Aggressive Kentucky Blue Grass). Certified seed specification for seed desired to be used by contractor shall be pre-approved by city representative prior to application.

A-9. Fertilizing
Fertilization applications shall be performed once in the spring after the aeration has been performed and once in the fall after the aeration has been performed. The formulation and application rate will be determined by a soil test. Formulation must be approved by the City representative. Fertilizer will be of a slow release type. Sports fields may require four applications throughout the growing season dependant upon the activity scheduled. All fertilizer will be removed from all concrete surfaces to avoid staining.
B. Irrigation

Contractor will be expected to energize the system in the spring, winterize in the fall, adjust heads as needed, repair breaks in a timely manner and prevent any interruptions in the watering cycles for all landscaping.

B-1. Maintenance

The contractor shall perform routine maintenance on the system components on a weekly basis. Contractor will make head adjustments for optimal coverage, make sure nozzles are free of debris, that valves are functioning properly. Contractor will look for breaks in the system and make repairs in compliance with the City’s irrigation specifications. Any replacement parts must be of the same brand, model number, nozzle size and must meet the City’s irrigation specifications.

The contractor will have a certified Backflow tester test the backflow device prior to charging the sprinkler system in the spring. This device must pass operation inspection before the contractor can energize the system. If the device does not pass operation properly and passes the operation inspection test. Once the device has passed the test the system can be energized. Test documentation must be completed and submitted to the city representative.

Energizing of the sprinkler system will commence in the early spring and be fully operational no later than April 15th. Backflow devices and any piping above ground will need to be insulated to protect them from freezing in the early spring. The system will be energized according to the following procedure:

- Ensure that all manual drain valves are closed.
- Insert quick coupling key at the end of the mainline.
- Open gate valve at P.O.C. slowly to allow filling of the mainline pipe. Purpose of slow filling is to minimize water hammer.
- Energize each valve sequentially.
- Check each sprinkler for proper operation. Repair as necessary.
- Look for line breaks and check each valve for signs of leakage. Upon identification of a mainline break the contract will have 48hrs to respond and repair the break. If the contractor does not make an attempt to repair the damage or hire another contractor they will be billed back the costs of the repair that will include overhead costs. Only like material will be allowed to be used to complete the repair. All repairs will be inspected and approved by the City of Arvada Irrigation Supervisor or designated City Representative prior to backfilling the break. The contractor will be responsible for all backfill, sod or shrub repairs and clean-up. Upon completion of all clean-up the site will be inspected by a representative of the City of Arvada Parks.
- Adjust irrigation schedule on controller to provide adequate irrigation for spring seasonal demand.

Winterization of the sprinkler system will be completed by October 15th. Backflow devices and any piping above ground will need to be insulated to protect them from freezing in the late fall. The system will be winterized according to the following procedure:

- Close main shut off valve at the P.O.C.
- Connect air compressor to the quick coupling key at the P.O.C.
- Connect quick coupling key at the end of the mainline.
• Open air compressor valve to allow air to enter the system and start forcing all of 
the water out of the mainline. Make sure not to allow the compressor to exceed 90 
psi.
• Open each valve sequentially through as many cycles as necessary until all of the 
water is forced out of each lateral line.
• Open all drain valves to allow the main line to be completely drained.
• Disconnect compressor and remove all quick coupling keys.
• Turn all above ground drain valves, isolation valves and test cocks to a 45 degree 
angle

B 2. Watering Programs for Irrigation Controllers
Contractor is responsible for all scheduling and program changes to the irrigation 
controller’s. The contractor must follow all appropriate watering practice for each 
specific type of plant material and turf species. In times of DROUGHT they must follow 
the watering practice set by the water purveyor. Contractor is also responsible for turning 
the controller off during a rain storm and turning them back on.

C Tree, Shrub and Plant Care

C-1. Pruning:
All trees, shrubs and plant material shall be maintained by the contractor to ensure the 
health, vigor and aesthetic appearance according to accepted horticultural practices 
and the City’s requirements. Shrub growth shall be maintained in accordance with 
present space limitations to ensure natural appearance. This shall be done on an as 
needed basis throughout the growing season. Cut back ornamental grasses to 
approximately six inches prior to spring growth in March. Remove and dispose the 
cuttings. Cut back herbaceous perennials to the ground in the fall, late October. 
Remove and dispose the cuttings. Prune all dead, diseased and dying branches. Cut 
back taller growing herbaceous perennials when they become raggedy in appearance. 
Prune flowering shrubs within two weeks after flowers have expired. Prune ground 
covers to maintain a neat, well kept appearance and to prevent ground covers from 
climbing shrubs. Pinch back dead flower heads on a weekly basis to promote greater 
flowering. Cut back bulbs after foliage has turned a 50 to 75% yellow and begun to 
exfoliate. Remove broken and weak branches from trees. Prune trees to select and 
develop permanent scaffold branches and to maintain a desirable form for the trees. 
Pruning shall also attempt to eliminate diseased or damaged growth, to eliminate 
narrow V-shaped branch forks that lack strength and to reduce wind damage by 
thinning out the crowns, to maintain growth within space limitations and to maintain 
a natural appearance. The primary pruning of deciduous trees shall be done during the 
dormant season. Damaged tress or those that constitute health or safety hazards shall 
be pruned at any time of the year. Tree pruning shall include sidewalk and street 
clearance at a minimum of eight feet in height. Removal of all tree suckers and water 
sprouts will be required weekly. Once a year a more extensive overall pruning will 
occur of all trees, shrubs, and plant material. Dead and diseased plants and trees shall 
be removed and replaced with the same species or alternate species approved by city 
representative , and shall be planted according to city specifications.
C-2. Demonstration Garden
Demonstration garden plants must be maintained as designated for proper care of each specific species. For designation of each species refer to the as-built planting plot legend. For other aspects of maintenance for the garden, sod and weed control, beds and mulch maintenance, and pruning techniques refer to the appropriate sections designated in the maintenance specification.

C-3. Weed Control:
All shrub beds, annual and perennial plant beds, tree bowls rock beds and pattern concrete shall be kept free from weeds at all times. Weed control will be performed on a weekly basis. All areas containing mulch will be kept at a depth of four inches to discourage the growth of any plant material deemed undesirable. The contractor shall maintain a two foot diameter ring around the base of all trees that shall be kept free of weeds, grasses and debris. The preferred methods of control of weeds in these areas is mechanical, however, contractors are permitted to utilize herbicides if the following criteria is met. The contractor shall exercise extreme care in the use of herbicides so as to not damage desirable plants. The contractor shall replace any desirable plants or trees damaged beyond recovery as a result of his spraying. All weed control operation will need to be scheduled on a weekly basis.
All herbicides used shall be selective and non-restricted use type pesticides unless previously approved by the City. A Colorado licensed pesticide applicator or supervisor licensed in the appropriate category shall do all applications. Subcontracting of pesticide applications is not permitted.
Contractor is responsible for all public notification and for adhering to all current state and federal regulations relative to pesticide application. All application plans and procedures shall be reviewed and approved by the City in advance. All areas that are sprayed shall be flagged for public notification immediately upon completion of the spray operation. Contractor is responsible for removing the flags after forty-eight hours have elapsed from the time of application.
Contractor is required to provide the City with all required licensing information of any person or persons that will be applying pesticides. Contractor assumes responsibility for all chemical applications regardless of which of their employees apply them.
Contractor is required to maintain a log of all pesticide applications performed that will show time, date, chemical used, and quantity of chemical used. Contractor is required to notify the City in writing within twenty-four hours after each chemical application with the previously identified information. The summary log will be turned in to the City at the completion of the contract and prior to issuance of final payment.

C-4. Irrigation:
Follow procedures and specification in A-10. Irrigation. In addition to these irrigation requirements there will be winter watering of all trees and shrubs. This will be done once a month using a needle type root feeder.
C-5. Miscellaneous:
Annual Flower beds will have the soil turned once a year in the spring before new flowers are planted. Trees that are less than four inches or less in diameter will have the trunks wrapped from November 1st to April 1st to prevent sunscald. Any dead trees, shrubs, or plant material will be replaced as needed. All mulched shrub beds and tree rings will be replenished as necessary to maintain a four inch depth and a uniform appearance. The mulch used around the trees in the tree rings will not be spread as to where it covers up the trunk base. The mulch is to be pulled back from the base of the trunk of the tree.

D. Site Amenities

This section addresses the general care and up keep of amenities found around the site to include playground equipment, tennis courts, amphitheater, pavilion, baseball backstops, porta potty enclosure, benches, bike racks, trash receptacles, fencing, retaining walls, signs, drinking fountain, and pet pick up dispensers.

D-1. Playgrounds:
Areas surrounding playgrounds shall be cleaned on a weekly basis. Careful attention should be placed on removing all twigs, rocks, litter, debris and sharp objects. Play area surface material will be kept weed free. Sweep/blow all playground material back in to play areas once a week and as needed. Playground surface material shall be raked and fluffed up once a week. Surface shall be top dressed as needed to maintain the recommended twelve inch depth for safety. Safety inspections of equipment shall be performed weekly. All inspections will be recorded in a log. Repairs to playground will be immediate in accordance with manufactures guidelines and accepted playground safety standards. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-2. Tennis Courts:
Play surface area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Contractor shall make necessary adjustments to the net weekly to ensure the correct height of 3’6” at the end post and 3’ at the center strap. Contractor shall inspect the net, center strap, cable, end post, fencing and surface area weekly and record in a log book. Surface repairs shall be in accordance with court surface repair standards and should be completed quarterly or immediately if deemed as hazard. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-3. Baseball Backstop and Dugouts:
Concrete area around backstop in the dugouts and under all benches shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Contractor shall inspect the backstop boards, fencing, dugout benches and spectator benches weekly and record in a log book. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.
D-4. Amphitheater:
This area consist of stone and crasher fine seating, steps and concrete performance area. Area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Crusher fines will be raked level once a week. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-5. Pavilion:
Area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Picnic tables shall be washed once a week and as needed. Structure will be inspected once a week and recorded in a log book. Contractor will notify the Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-6. Porta Potty Enclosure:
Area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Structure will be inspected once a week and recorded in a log book. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-7. Litter Removal:
All areas shall have trash and all undesirable debris picked up once per week and prior to all mowing, trimming or edging operations. The contractor has the responsibility to remove all refuse from the site regardless of size. The contractor is responsible for emptying trash receptacles and placing a new liner in the receptacle three times per week year round.

D-8. Pet Pick-Up Dispensers:
Contractor shall check and replace bags as needed, but at least three times per week from April 1st through October 31st; two times per week from November 1st through March 31st.

D-9. Graffiti:
Eradication shall include all surfaces through out the site, including but not limited to: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting and fencing.
All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent property and must be approved by the City representative. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the City’s representative. Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. Contractor shall use materials and methods of application approved by the manufacturer and City’s representative.

D-10. Miscellaneous:
All benches, bike racks, signs, fencing, retaining walls, drinking fountain shall be inspected once a week and recorded in a log book. Contractor will notify the City representative immediately on any equipment needing repair.
E. Sidewalk, Soft Trail and Hardscape:

E-1. Sidewalks:
Sidewalks shall be swept/blown once a week and as needed to keep them free from debris. All litter will be picked up and removed. All sidewalk expansion joints and curb to sidewalk cracks shall be kept weed free at all times. Contractor shall remove weeds mechanically or by use of herbicides. Contractor must follow all City specifications previously listed in this contract when applying chemical.

E-2. Hardscapes:
All concrete, cobble landscape areas, hard surface landscape areas and hard surface playing areas shall be swept/blown once a week and as needed to keep them free from debris. All litter will be picked up and removed. All sidewalk expansion joints and hard surfaces shall be kept weed free at all times. Contractor shall remove weeds mechanically or by use of herbicides. Contractor must follow all City specifications previously listed in this contract when applying chemical.

E-3. Soft Trails:
Crusher fine trails will require once a month spot treatment of weeds. Contractor shall remove weeds mechanically or by use of herbicides. Contractor must follow all City specifications previously listed in this contract when applying chemical. Portions of crusher fine trails may require top dressing, raking and compaction of new material which will be of the same material originally installed. Contractor shall top dress to achieve a four inch thick trail. Contractor shall mow a four-feet wide swath on each side of the trails. Minimum grass height of six inches and a maximum height of eight inches will be allowed. Mowing shall occur once a month from April 1st through October 31st.

E-4. Winter Snow removal on Sidewalks:
Snow removal shall be performed on all sidewalk arteries with any accumulation of snow. Snow removal will occur within twenty four hours after the snow fall. This will be conducted with lite duty equipment such as ATV’s, snow blowers, ect. Contractor will be liable for all replacement cost of City property or improvements associated with any damage that occurs. School routes will hold top priority with other trails to follow accordingly to usage traffic. All handicap area must be cleared completely at all times. (i.e.....handicap access point and parking spaces)
THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of the _______ day of ____________________, 2019, by and between the CITY OF ARVADA, a home-rule municipal corporation of the State of Colorado (“City”) and HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers more specifically set forth in the District’s Service Plan approved by the City on September 17, 2018 (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Arvada City Code; and

WHEREAS, pursuant to the Service Plan and the Arvada City Code, the District and the City previously entered into that certain Intergovernmental Agreement dated April 16, 2019 (the “Original IGA”); and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to amend and restate the Original IGA to modify certain provisions related to the Regional Contribution and Park Operations and Maintenance.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements, as defined in the Service Plan, to the City or other appropriate jurisdiction or owners association in a manner consistent with the approved development plans and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized to operate and maintain any part or all of the Public Improvements which are not dedicated to the City or other appropriate jurisdiction, including park and recreation improvements, without the consent of the City, in accordance with the approved development plans.

2. Park Operations and Maintenance. The District is authorized to operate and maintain certain park and recreation improvements located on Tract H of the Haskins Station Subdivision Final Plat recorded on September 19, 2019 at Reception Number 2019086375 (the “Park”). Upon completion of the Park and conveyance to and acceptance by the District, the
The District shall be responsible for the operation and maintenance of the Park in accordance with the maintenance specifications attached hereto as Exhibit A and incorporated herein by this reference (the “Park Maintenance Standards”).

3. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services without a modification of this Agreement by the Parties. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

4. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services without a modification of this Agreement by the Parties, except for the installation of conduit as a part of a street construction project.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. Construction Standards Limitation. The District will use reasonable efforts to insure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements. The District agrees that its activities shall be subject to all of the City’s applicable zoning, subdivision, building code and other land use requirements.

8. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.
9. **Overlap Limitation.** The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

10. **Initial Debt.** On or before the effective date of approval by the City of an Approved Conceptual Site Plan and approval and execution of this Agreement, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

11. **Total Debt Issuance.** The District shall not issue Debt in excess of Thirty-Six Million Dollars ($36,000,000).

12. **Bond Counsel Opinion.** Prior to the issuance of any bond issue, the District shall provide a copy of an opinion of a bond counsel acceptable to the City stating that the bond issue satisfies Chapter 91 of the City Code of the City of Arvada, the approved service plan for the District, and the requirements of state law.

13. **Fee Limitation.** The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

14. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, without a modification of this Agreement by the Parties.

15. **Sales and Use Tax.** The District shall not exercise their City sales and use tax exemption.

16. **Monies from Other Governmental Sources.** The District agree not to apply for or accept Conservation Trust Funds, Great Outdoors Colorado Trust Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for without administrative approval from the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

17. **Consolidation.** The District shall not file a request with any Court to consolidate with another Title 32 district without prior written approval of the City Council as evidenced by a resolution after a public hearing thereon.

18. **Bankruptcy.** All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy
Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not by subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approved necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943 (b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the District.

19. Dissolution. Upon an independent determination of the City Council that the purposes for which a District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until (i) the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes, and (ii) the District has provided for the operation and maintenance of all Public Improvements owned or operated by the District.

20. Disclosure. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all initial purchasers of property within the Districts that discloses the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, fees, toll, and charges or other revenues (the “Disclosure Information”). The District shall file the form of notice with the City Manager and Community Development director prior to the initial issuance of debt by the District imposing the mill levy that is subject to the Maximum Debt Mill Levy, and shall record the notice of disclosure with Jefferson County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed.

The District will use reasonable efforts to assure that the Disclosure Information, at least equal in size and font to all other pertinent information, is displayed at all sales offices.

21. Service Plan Amendment Requirement. Actions of the District which violates the limitations set forth in V.A.1-20 or VLB-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

22. Maximum Debt Mill Levy. The “Maximum Debt Mill Levy” shall be the
maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be determined as follows:

(a) If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2017, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) If the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. A District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Regionally Significant Improvements. The District agrees to fund $2,255,213.20 (“Regional Contribution”), towards regionally significant improvements associated with the impacts to the City of the development within the District as more particularly set forth on Exhibit B attached hereto and incorporated herein by this reference. (“Regional Improvements”). The Regional Contribution shall be paid from bond proceeds and shall be payable to the City when the District issues Debt. The City agrees that it shall use the Regional
Contribution to fund Regional Improvements that shall be owned, operated and maintained by a public entity, and shall be limited to sanitation, water, streets, safety protection, fire protection, parks and recreation, transportation, and mosquito control improvements and facilities.

25. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Haskins Station Metropolitan District
White Bear Ankele Tanaka & Waldron, Attorneys at Law
2154 E. Commons Ave, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers Tompkins, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City: City of Arvada
8101 Ralston Road
Arvada, CO 80002
Attn: Rachel A. Morris, City Attorney
Phone: (720) 898-7180
Fax: (720) 898-7175

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

27. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. Upon the occurrence of any event of breach or default by either party, the non-defaulting party shall provide written notice to the other party. The defaulting party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within 15 days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-
defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys’ fees.

29. Subject to Annual Appropriation and Budget. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. The performance of the District’s obligations pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

30. Governing Law. This agreement shall be governed and construed under the laws of the State of Colorado.

31. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provisions contained herein, the intention being that such provisions are severable.

34. Annual Report. The District shall submit an annual report to the City in every year following the year in which the Order and Decree creating the District has been issued until the year following the dissolution of the District. Such annual report shall be submitted no later than August 1 of each year and shall include information as provided by City Code.

35. No Liability of City. The City has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District including any bonds.

36. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

37. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.
[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _________________________________
   President

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

______________________________
General Counsel to the District
CITY OF ARVADA

____________________________________
Marc Williams, Mayor

ATTEST:

____________________________________
City Clerk

APPROVED AS TO FORM BY:

____________________________________
Rachel A. Morris, City Attorney
Exhibit A

Park Maintenance Standards
Exhibit B

Regional Improvements
MEMORANDUM

Public Works / Traffic Engineering

DATE: 11/5/19
TO: Ryan Stachelski
FROM: Scot Lewis, P.E.
SUBJECT: Haskins

52nd Avenue

The design for the reconstruction of 52nd Avenue, from Ward Road to the City boundary east of Simms, is based on typical roadway sections provided by the City of Wheat Ridge. 52nd Avenue, from Ward Road to Tabor Street, calls for curb and gutter, two ten foot wide through lanes, and one eleven foot wide two-way center turn lane. The section will include a landscape amenity zone and detached sidewalk to the south, and a two foot patterned concrete buffer, detached sidewalk, and grass utility zone to the north. East of Tabor Street, the City proposes one 11- foot travel lane in each direction, bound by curb and gutter and attached six foot wide sidewalk on either side of the street.

The project is estimated to cost $3,183,298.34. The City’s share is $1,591,649.15

52nd Avenue/Ward Road Traffic Signal

The design requires the reconstruction of curb ramps at the intersections of Ward and 52nd. The Ward Road ramps do not meet current ADA requirement and will be impacted with the proposed replacement of the current signal poles/span wire with new poles, mast arms, signal heads and signal equipment.

The project is estimated to cost $638,912.35. The City’s share is $319,456.37.

Ridge Road

The design for the reconstruction of Ridge Road, from Tabor Street to the City boundary east of Simms, is based on typical sections provided by the City of Wheat Ridge. From Swadley Street to the City boundary to the east, Tabor Street was designed according to the typical section calling for two ten foot wide lanes, two four foot wide bike lanes, a landscape amenity zone and detached sidewalk to the north, and existing curb and gutter to the south. From Tabor Street to Swadley Street, Ridge Road is designed to accommodate
new detached sidewalk with a landscape amenity zone and curb and gutter along the north side of the road, two four foot wide bike lanes, two ten foot wide through lanes, and one eleven foot wide turning lane.

The project is estimated to cost $650,129.22. The City’s share is $234,046.51.

58th Avenue/Ward Road Traffic Signal

The design requires the total reconstruction and expansion of the intersection. Dual left turn movements in all directions will be incorporated into the intersection which is anticipated to reduce congestion and allow for acceptable levels of service.

The project is estimated to cost $4,267,557. The City currently has funds for $1,423,696.
TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019

SUBJECT: State of the Police Department Presentation

**Report in Brief**

Chief Strate will present information about the current state of the Arvada Police Department.

Prepared by:  
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney  11/4/2019  
Link Strate, Chief of Police  11/5/2019  
Lorie Gillis, Deputy City Manager  11/5/2019  
Mark Deven, City Manager  11/5/2019

Enclosure, exhibits & attachments required to support the report
Safe Community

Arvada Police Department 2019
Recruitment

In 2018, APD began working with the marketing company, A.O.R., to brand the recruiting division and give us some ideas to help with a simple, yet recognizable marketing campaign.
Recruitment

2019 Started with staffing at 175 of 187 allowed
2019 PD had 11 departures
  2 retirements
  9 resignations (6 to other agencies)
# Recruitment and Retention

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Authorized Strength</th>
<th>Current Population</th>
<th>Number of Officers per 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheat Ridge</td>
<td>78</td>
<td>31,000</td>
<td>2.52</td>
</tr>
<tr>
<td>Golden</td>
<td>49</td>
<td>20,000</td>
<td>2.45</td>
</tr>
<tr>
<td>Northglenn</td>
<td>80</td>
<td>40,000</td>
<td>2</td>
</tr>
<tr>
<td>Thornton</td>
<td>243</td>
<td>135,000</td>
<td>1.8</td>
</tr>
<tr>
<td>Lakewood</td>
<td>282</td>
<td>156,000</td>
<td>1.78</td>
</tr>
<tr>
<td>Westminster</td>
<td>190</td>
<td>114,000</td>
<td>1.67</td>
</tr>
<tr>
<td>Arvada</td>
<td>187</td>
<td>120,492</td>
<td>1.55</td>
</tr>
</tbody>
</table>
Deputy Chief
Ed Brady

Criminal Investigations
Crime Scene Investigations
C.O.R.E. Team
Evidence Storage
Records Unit
# Metro Area Crime Rates

<table>
<thead>
<tr>
<th>Month</th>
<th>Population</th>
<th>Violent Crime</th>
<th>Property Crime</th>
<th>Crime Rate</th>
<th>Ranking based on Crime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January to December 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City ranking based on Crime Rate (all cities 100,000 and over in population)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Centennial</td>
<td>111,646</td>
<td>202</td>
<td>1,958</td>
<td>19.3</td>
<td>11</td>
</tr>
<tr>
<td>Fort Collins</td>
<td>168,163</td>
<td>392</td>
<td>3,701</td>
<td>24.3</td>
<td>10</td>
</tr>
<tr>
<td>Greeley</td>
<td>107,325</td>
<td>424</td>
<td>2,739</td>
<td>29.5</td>
<td>9</td>
</tr>
<tr>
<td>Arvada</td>
<td>120,631</td>
<td>272</td>
<td>3,544</td>
<td>31.6</td>
<td>8</td>
</tr>
<tr>
<td>Westminster</td>
<td>113,751</td>
<td>318</td>
<td>3,669</td>
<td>35.1</td>
<td>7</td>
</tr>
<tr>
<td>Thornton</td>
<td>139,697</td>
<td>378</td>
<td>4,647</td>
<td>36.0</td>
<td>6</td>
</tr>
<tr>
<td>Boulder</td>
<td>108,380</td>
<td>292</td>
<td>3,666</td>
<td>36.5</td>
<td>5</td>
</tr>
<tr>
<td>Aurora</td>
<td>372,824</td>
<td>2,716</td>
<td>11,122</td>
<td>37.1</td>
<td>4</td>
</tr>
<tr>
<td>Colorado Springs</td>
<td>471,124</td>
<td>2,617</td>
<td>15,752</td>
<td>39.0</td>
<td>3</td>
</tr>
<tr>
<td>Denver</td>
<td>720,745</td>
<td>5,262</td>
<td>26,464</td>
<td>44.0</td>
<td>2</td>
</tr>
<tr>
<td>Pueblo</td>
<td>111,756</td>
<td>1,110</td>
<td>6,231</td>
<td>65.7</td>
<td>1</td>
</tr>
</tbody>
</table>
## Crime Trends

<table>
<thead>
<tr>
<th>Crime Categories</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Three Year Average</th>
<th>2019</th>
<th>Change from Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person Crime</td>
<td>150</td>
<td>148</td>
<td>153</td>
<td>150</td>
<td>209</td>
<td>39%</td>
</tr>
<tr>
<td>Property Crime</td>
<td>1275</td>
<td>1308</td>
<td>1285</td>
<td>1289</td>
<td>1482</td>
<td>15%</td>
</tr>
<tr>
<td>Society Crime</td>
<td>171</td>
<td>154</td>
<td>126</td>
<td>150</td>
<td>132</td>
<td>-12%</td>
</tr>
<tr>
<td>Grand Total Second Quarter</td>
<td>1596</td>
<td>1610</td>
<td>1564</td>
<td>1590</td>
<td>1823</td>
<td>15%</td>
</tr>
</tbody>
</table>
Property Crimes

Property Crime Trends by City

<table>
<thead>
<tr>
<th>City</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arvada</td>
<td>3240</td>
<td>3302</td>
<td>3,544</td>
</tr>
<tr>
<td>Fort Collins</td>
<td>4036</td>
<td>4250</td>
<td>3,701</td>
</tr>
<tr>
<td>Greeley</td>
<td>3275</td>
<td>2714</td>
<td>2,739</td>
</tr>
<tr>
<td>Pueblo</td>
<td>7473</td>
<td>6838</td>
<td>6,231</td>
</tr>
<tr>
<td>Westminster</td>
<td>4004</td>
<td>3668</td>
<td>3,669</td>
</tr>
</tbody>
</table>
# Weapons Violations

<table>
<thead>
<tr>
<th>Location</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Jan to Sep, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arvada</td>
<td>53</td>
<td>68</td>
<td>63</td>
<td>62</td>
</tr>
<tr>
<td>Fort Collins</td>
<td>73</td>
<td>71</td>
<td>86</td>
<td>68</td>
</tr>
<tr>
<td>Greeley</td>
<td>108</td>
<td>87</td>
<td>94</td>
<td>63</td>
</tr>
<tr>
<td>Pueblo</td>
<td>170</td>
<td>188</td>
<td>220</td>
<td>116</td>
</tr>
<tr>
<td>Westminster</td>
<td>93</td>
<td>89</td>
<td>105</td>
<td>73</td>
</tr>
</tbody>
</table>
The Legalization of Marijuana in Colorado: The Impact - Rocky Mountain High Intensity Drug Trafficking Area

Violent Crimes in Colorado

SOURCE: Colorado Bureau of Investigation

NOTE: Data collection methods for reporting crimes changed in 2018 and therefore numbers reported in this volume may vary from those reported in previous volumes.
Property Crimes in Colorado

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Crimes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>129,706</td>
</tr>
<tr>
<td>2009</td>
<td>131,754</td>
</tr>
<tr>
<td>2010</td>
<td>135,899</td>
</tr>
<tr>
<td>2011</td>
<td>155,809</td>
</tr>
<tr>
<td>2012</td>
<td>154,880</td>
</tr>
<tr>
<td>2013</td>
<td>157,360</td>
</tr>
<tr>
<td>2014</td>
<td>168,103</td>
</tr>
<tr>
<td>2015</td>
<td>176,981</td>
</tr>
<tr>
<td>2016</td>
<td>177,860</td>
</tr>
<tr>
<td>2017</td>
<td>179,650</td>
</tr>
</tbody>
</table>

SOURCE: Colorado Bureau of Investigation

NOTE: Data collection methods for reporting crimes changed in 2018 and therefore numbers reported in this volume may vary from those reported in previous volumes.

The Legalization of Marijuana in Colorado: The Impact - Rocky Mountain High Intensity Drug Trafficking Area
Motor Vehicle Thefts

![Graph showing motor vehicle thefts and recovered vehicles from 2016 to Jan-Sep 2019.]

### Top Stolen Vehicles

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford F250</td>
<td>343</td>
</tr>
<tr>
<td>Honda Civic</td>
<td>336</td>
</tr>
<tr>
<td>Honda Accord</td>
<td>329</td>
</tr>
<tr>
<td>Chevrolet Silverado</td>
<td>300</td>
</tr>
<tr>
<td>Ford F350</td>
<td>187</td>
</tr>
<tr>
<td>Ford F150</td>
<td>181</td>
</tr>
<tr>
<td>GMC Sierra</td>
<td>161</td>
</tr>
<tr>
<td>Dodge Ram</td>
<td>154</td>
</tr>
<tr>
<td>Subaru Legacy</td>
<td>145</td>
</tr>
<tr>
<td>Subaru Impreza</td>
<td>140</td>
</tr>
</tbody>
</table>
Motor Vehicle Thefts

Jefferson County Vehicle Theft Rate Trend
{2015 - 2018 Thefts per 100,000 residents}

Year-To-Date Indicator
Reported Vehicle Thefts = 1,973
Reported Stolen Vehicle Recoveries = 937
2019 Recovery Rate of County Thefts = 82%
15-18 Percent ALL Recoveries Within County = 89%
Assaults on Arvada Police Officers

Officer Assaults

<table>
<thead>
<tr>
<th>Year</th>
<th>Assaults</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>
Crime Scene Investigation
Community Outreach Resource and Enforcement (C.O.R.E.)
Community Outreach Resource and Enforcement (C.O.R.E.)

City Wide - Transient or Homeless Mentioned in Calls for Service

<table>
<thead>
<tr>
<th>Year</th>
<th>Calls for Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>118</td>
</tr>
<tr>
<td>2006</td>
<td>100</td>
</tr>
<tr>
<td>2007</td>
<td>109</td>
</tr>
<tr>
<td>2008</td>
<td>107</td>
</tr>
<tr>
<td>2009</td>
<td>168</td>
</tr>
<tr>
<td>2010</td>
<td>196</td>
</tr>
<tr>
<td>2011</td>
<td>245</td>
</tr>
<tr>
<td>2012</td>
<td>246</td>
</tr>
<tr>
<td>2013</td>
<td>387</td>
</tr>
<tr>
<td>2014</td>
<td>525</td>
</tr>
<tr>
<td>2015</td>
<td>642</td>
</tr>
<tr>
<td>2016</td>
<td>780</td>
</tr>
<tr>
<td>2017</td>
<td>1132</td>
</tr>
<tr>
<td>2018</td>
<td>2037</td>
</tr>
<tr>
<td>Jan 2019 to Oct 25, 2019</td>
<td>1809</td>
</tr>
</tbody>
</table>
Community OUTREACH, Resource and Enforcement

- National Night Out
- Harvest Festival
- The Regional Homeless Count,
- Met with The Rising and their staff
- Olde Town Business Owners
Community Outreach RESOURCE and Enforcement
Community Outreach Resource and ENFORCEMENT

- 188 Calls for Service
- Since July 2019:
  - 44 Misdemeanor Arrests / Tickets
  - 11 Felony Arrests
Evidence Storage

10 YEAR EVIDENCE TRENDS
INTAKE, DISPOS and NET GAIN

YEAR  *2019 estimated based on daily averages through 08/16/19
Records Management System
Deputy Chief
AJ DeAndrea

Sectors
Gold Line
Traffic Safety
Police Fleet
Youth Engagement
Protective Equipment
Sector Policing
Adam Sector

ARVADA POLICE

LAKE ARBOR STATION
Baker Sector
Charlie Sector
Delta Sector
Gold Line
Traffic Safety
Traffic Safety

# Traffic Accident Investigations Conducted

<table>
<thead>
<tr>
<th>Quarter &amp; Year</th>
<th># Investigations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1-17</td>
<td>450</td>
</tr>
<tr>
<td>Q2-17</td>
<td>430</td>
</tr>
<tr>
<td>Q3-17</td>
<td>410</td>
</tr>
<tr>
<td>Q4-17</td>
<td>470</td>
</tr>
<tr>
<td>Q1-18</td>
<td>400</td>
</tr>
<tr>
<td>Q2-18</td>
<td>420</td>
</tr>
<tr>
<td>Q3-18</td>
<td>430</td>
</tr>
<tr>
<td>Q4-18</td>
<td>410</td>
</tr>
<tr>
<td>Q1-19</td>
<td>400</td>
</tr>
<tr>
<td>Q2-19</td>
<td>420</td>
</tr>
</tbody>
</table>
Traffic Safety

<table>
<thead>
<tr>
<th>January to December, 2018</th>
<th>Population</th>
<th>Accidents</th>
<th>Accident Rate per 1,000 Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arvada</td>
<td>120,631</td>
<td>1,312</td>
<td>10.9</td>
</tr>
<tr>
<td>Lakewood*</td>
<td>156,344</td>
<td>2,986</td>
<td>19.1</td>
</tr>
<tr>
<td>Westminster</td>
<td>113,751</td>
<td>1,980</td>
<td>17.4</td>
</tr>
</tbody>
</table>

*Used 2017 population, 2018 numbers unavailable
DUI Car
Fleet Update
Juvenile Engagement
School Services Unit
The Teen Academy is June 3-7, 2019

Hey teens! Do you have an interest in Law Enforcement as a possible career choice? Have you ever wondered how officers process a crime scene? Or what it’s like to search a building? Join us for the Teen Police Academy!

Designed for high school students, this five-day academy will give you an interactive look at police work.

You will have the unique opportunity to learn about several topics such as:

- SWAT
- Building searches
- Crime scene investigation
- K9's

You will also get to test your driving ability in a patrol car and process a mock crime scene. All classes are taught by Arvada police officers. The five-day academy will be held at locations throughout Arvada. Classes begin at 8 a.m. ending around 4 p.m.
Parents Academy

RESOURCE FAIR

Empowering Parents to help keep their youth and families safe!

SUBSTANCE USE & VAPING
Restorative Practices
Kids and Cops
Super Bowl Ad
TO: THE HONORABLE CITY COUNCIL          DATE: November 18, 2019

SUBJECT: 3rd Quarter Financial Presentation

Report in Brief

Finance will provide the City Council a report and a presentation of the 3rd quarter 2019 financials. The presentation will include revenue and expenditure highlights of the major funds including: General Fund, Parks, Tax Increments, Capital Projects, Water, Wastewater, Storm Water, Golf, Hospitality and the Internal Service Funds and an update on the current investment market.

Prepared by:
Bryan Archer, Director of Finance

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/29/2019

Approved by:
Jenna Belec, Executive Assistant 10/29/2019
Lisa Yagi, Assistant Finance Director 10/29/2019
Kimberly Burnham, Senior Assistant City Attorney 10/29/2019
Rachel Morris, City Attorney 11/1/2019
Lorie Gillis, Deputy City Manager 11/4/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
2019 Third Quarter Financial Report
(Unaudited)

City Council
November 18, 2019
OVERVIEW

- Revenues are slowing but still trending positive...barely
- Expenditures are in line with budgets
- Large Capital Projects – 72nd Ave & Ralston Road Phase I & II, Parks/Vehicle Maintenance Building
- 2020-2025 Strategic Planning process is almost complete!
GENERAL FUND ENDING FUND BALANCE BY QUARTER COMPARED TO FUND BALANCE GOAL OF 17% OF BUDGETED EXPENDITURES
PERFORMANCE

SAFE COMMUNITY

BY 2021, OBTAIN THE SAFEST CITY DESIGNATION ACCORDING TO THE NATIONAL INCIDENT-BASED REPORTING SYSTEM

Annually, 80% of calls with a priority of “0” or “1” will have less than 5 minute response time

By 2021, Arvada will have a traffic accident rate lower than the national average

<table>
<thead>
<tr>
<th>Quarter &amp; Year</th>
<th>4/1/19-12/31/20</th>
<th>4/1/19-12/31/21</th>
</tr>
</thead>
</table>

TOTAL # PRIORITY 0 & 1 CALLS BY SECTOR

PERCENT OF PRIORITY 0 OR 1 CALLS IN WHICH OFFICERS ARRIVED IN LESS THAN 5 MINUTES BY SECTOR
Performance

Organizational and Service Effectiveness

By 2023, obtain a minimum of 4.5 out of 5 on the five star community rating to demonstrate the city is meeting the community’s critical needs & expectations identified in the Arvada Community Survey results:

- By 2020, identify all low rated items in the Arvada Community Survey and develop an action plan to address them.
  - 4/1/19-12/31/20
- By 2021, launch an annual Arvada Community Survey.
  - 4/1/19-12/31/23

% of city employees enrolled in the city’s health care plan who receive an annual physical:

% of citizens’ surveyed respondents report they receive good value for their tax dollar:

- Target % employees who receive an annual physical
- Actual % employees who receive annual physical

- City of Arvada
- Target
### GENERAL FUND OVERVIEW

#### PERFORMANCE - ACTUALS VS. BUDGET

<table>
<thead>
<tr>
<th>GENERAL FUND</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>WARNING</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>NEGATIVE</td>
</tr>
<tr>
<td>Auto Use Tax</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>General Use Tax</td>
<td>NEGATIVE</td>
</tr>
<tr>
<td>Court Revenues</td>
<td>NEGATIVE</td>
</tr>
<tr>
<td>Building Revenues</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Interest Revenue</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Personnel Expenditures</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>POSITIVE</td>
</tr>
</tbody>
</table>
AUTO USE

8.2% increase
## SALES TAX

### PERFORMANCE - ACTUALS VS. BUDGET

<table>
<thead>
<tr>
<th>SALES TAX</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>NEGATIVE</td>
</tr>
<tr>
<td>Retail</td>
<td>MONITOR</td>
</tr>
<tr>
<td>Wholesale</td>
<td>MONITOR</td>
</tr>
<tr>
<td>Accommodation &amp; Food Services</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Utilities</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Information</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>NEGATIVE</td>
</tr>
<tr>
<td>Other Services</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Construction</td>
<td>NEGATIVE</td>
</tr>
<tr>
<td>Finance &amp; Insurance</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Real Estate &amp; Rental</td>
<td>NEGATIVE</td>
</tr>
</tbody>
</table>

1.5% Increase
# Other Funds Overview

## Performance - Actuals vs. Budget

<table>
<thead>
<tr>
<th>Fund</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Tax Increment Funds</td>
<td>MONITOR</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
</tr>
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<td>Community Development</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
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<tr>
<td>Arvada Housing</td>
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<td>POSITIVE</td>
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<tr>
<td>Capital Projects</td>
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<td>POSITIVE</td>
</tr>
<tr>
<td>Water</td>
<td>WARNING</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Wastewater</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Stormwater</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
</tr>
<tr>
<td>Golf</td>
<td>POSITIVE</td>
<td>POSITIVE</td>
<td>MONITOR</td>
</tr>
<tr>
<td>Hospitality</td>
<td>MONITOR</td>
<td>MONITOR</td>
<td>MONITOR</td>
</tr>
<tr>
<td>Risk Management</td>
<td>POSITIVE</td>
<td>MONITOR</td>
<td>MONITOR</td>
</tr>
</tbody>
</table>
INVESTMENTS

PORTFOLIO PERFORMANCE

<table>
<thead>
<tr>
<th></th>
<th>9/30/19</th>
<th>9/30/18</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Interest Earnings</td>
<td>$2,434,401</td>
<td>$2,178,703</td>
<td>$255,698</td>
</tr>
<tr>
<td>PFM Interest Earnings</td>
<td>636,442</td>
<td>505,242</td>
<td>131,200</td>
</tr>
<tr>
<td>Total Interest Earned</td>
<td>$3,070,843</td>
<td>$2,683,946</td>
<td>$386,897</td>
</tr>
</tbody>
</table>

YTD City Portfolio Yield: 1.97% (2018: 1.72%) +25 bps
YTD PFM Portfolio Yield: 1.92% (2018: 1.48%) +44 bps
YTD Benchmark Yield: 2.29% (2018: 2.38%) -9 bps

CONSOLIDATED PORTFOLIO ALLOCATION

- MM/Savings/Cash: 0.8%
- LGIP: 13.8%
- Time CD: 1.7%
- Corporate/Municipal: 16.8%
- US Agency: 46.1%
- US Treasury: 20.3%
- Negotiable CD: 0.5%

CONSOLIDATED PORTFOLIO CHANGES

<table>
<thead>
<tr>
<th></th>
<th>9/30/19</th>
<th>9/30/18</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM/Savings/Cash</td>
<td>$1,735,601</td>
<td>$2,099,477</td>
<td>$(363,876)</td>
</tr>
<tr>
<td>LGIP</td>
<td>31,161,884</td>
<td>22,257,160</td>
<td>8,904,723</td>
</tr>
<tr>
<td>Time CD</td>
<td>3,842,486</td>
<td>6,959,960</td>
<td>(3,117,474)</td>
</tr>
<tr>
<td>Negotiable CD</td>
<td>1,070,000</td>
<td>2,000,000</td>
<td>(930,000)</td>
</tr>
<tr>
<td>Corporate/Municipal</td>
<td>37,759,000</td>
<td>28,782,000</td>
<td>8,977,000</td>
</tr>
<tr>
<td>US Agency</td>
<td>103,800,000</td>
<td>120,750,000</td>
<td>(16,950,000)</td>
</tr>
<tr>
<td>US Treasury</td>
<td>45,770,000</td>
<td>46,620,000</td>
<td>(850,000)</td>
</tr>
<tr>
<td>Total</td>
<td>$225,138,971</td>
<td>$229,468,598</td>
<td>$(4,329,627)</td>
</tr>
</tbody>
</table>

CREDIT QUALITY (S&P RATING)

- AAA: 23.53%
- AA+: 68.99%
- AA: 2.67%
- AA-: 4.56%
- A+: 0.24%
TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019

SUBJECT: Estates at Ralston Ridge, Preliminary Development Plan Amendment, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac

Report in Brief

The existing Estates at Ralston Ridge subdivision has 11 homes surrounding the Ellis Street cul-de-sac. The existing homeowners are requesting approval of an amended Preliminary Development Plan (PDP) and Preliminary Plat for this subdivision to adjust the property lines throughout the development in order to change the maintenance responsibilities of the common open space surrounding each lot from the HOA to each individual property owner.

The Arvada team recommends that the City Council approve Estates at Ralston Ridge, Preliminary Development Plan Amend, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac.

Financial Impact

There is no financial impact to the City associated with the proposed action.

Background

The existing 7.2 acre Estates at Ralston Ridge subdivision is generally located northwest of W. 72nd Avenue and Eldridge Street. More specifically it consists of 11 lots surrounding the Ellis Street cul-de-sac as it extends north of W. 72nd Place.

The Estates at Ralston Ridge subdivision was approved and recorded in Jefferson County in December 2004. The 11 lots were platted as “floating lots” with open space area surrounding each lot. Since plat recordation, 9 of the lots have had single family homes constructed on them and two remain as vacant land (Lots 1 and 3). The surrounding open space was platted as Tract A and consisted 4.77 acres. Tract A is owned by the Estates at Ralston Ridge Homeowners Association who is responsible for maintaining the property and the detention area within, as well as maintaining the tree lawns along the Ellis Street frontage.

The property owners within the Estates at Ralston Ridge are requesting approval of the Estates at Ralston Ridge 1st Amendment Preliminary Plat to enlarge each lot and eliminate much of the open space area between homes. This will then allow for individual maintenance responsibilities for the property rather than an overall homeowners association. The homeowners association will remain in existence and will continue to maintain the detention areas. While the existing lots will be enlarged, should this request be approved, no new lots are being created.

In addition to the lot line adjustments, the homeowners are proposing to make improvements to the detention facilities on the southern end of the development.

Discussion
As a subdivision of 10 lots or more, the development was subject to the “Affordable Housing” requirements in Article 6.10 of the Land Development Code (LDC). The applicable code required one lot in this subdivision to be designated as a small lot consisting of 4,000 square feet to 6,000 square feet. Lot 3 met this requirement at 5,999 square feet (sf) in size. While the affordable lot criteria is still within our current code, it is not consistent with the proposed changes. All of the other 10 lots within this subdivision are seeking to enlarge their lot boundaries to eliminate the open space between them. Should the affordable lot remain in its current form, it will be 5,999 sf in size while all other lots will increase from 9,280 -12,519 sf to 21,517 – 32,834 sf. The number of allowed residential dwelling units will not change. As a result, the applicants are requesting a modification to waive the Affordable Lot requirement of the (LDC). The resulting, Lot 3 would be consistent with the remaining lots within this subdivision by increasing in size to 21,781sf.

The existing approved development standards for the Estates at Ralston Ridge PUD are as follows:
- Front Setback – 20- feet
- Side Setback – 3 feet
- Rear Setback – 10 feet
- Maximum Lot Coverage: 60%

Due to the enlarged lot sizes and in keeping with the intent maintain an openness to this development, the proposed modified parameters are as follows:
- Front Setback – 20 feet
- Side Setback – 15 feet
- Rear Setback – 30 feet

Maximum Lot Coverage - 25% two-story and 30% single story

**Public Contact**

The required neighborhood meeting for this project took place on March 6, 2019. The applicant, Arvada team members, and approximately 4 neighbors were in attendance. Most of the attendees were residents within the development who were there to clarify process questions. The applicant prepared a summary of the meeting, which is attached.

Written notice was sent 12 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

**Commission Recommendation**

Planning Commission held a public hearing on October 8, 2019 and voted unanimously to recommend approval of the Preliminary Development Plan Amendment.

**Strategic Alignment**

This application aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the Estates at Ralston Ridge, Preliminary Development Plan Amendment, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac, be approved.
**Suggested Motion:**

I move that the Estates at Ralston Ridge, Preliminary Development Plan Amendment, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac, be approved.

This motion is based on the findings of fact adopted by Planning Commission (if approved)

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Linda Hoover, Senior Planner 11/1/2019
Robert Smetana, Manager of City Planning and Development 11/4/2019
Ryan Stachelski, Director of Community and Economic Development 11/5/2019
Lori Graham, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
Synopsis of meeting minutes from October 8, 2019 Planning Commission


The public hearing was opened.

Mr. Owens entered into the record the staff report PDP2019-0014 and PP2019-0006 dated October 8, 2019, affidavit of mailing, and posting log.

Ms. Hoover, Senior Planner gave a brief description of the project.

Cliff McKissack, with JCM Development has been hired for this project. He introduced Connie Ruvin.

Connie Ruvin representing the HOA at Estates at Ralston Ridge gave a brief presentation of the request to adjust the property lines throughout the development.

Mr. Owens disclosed he received a phone call regarding this case, but did not discuss or disclose any information.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR
None

IN OPPOSITION
None

There being no one wishing to speak.

APPLICANT REBUTTAL
None

Mr. Owens closed the public comment.

QUESTIONS FROM THE COMMISSION TO STAFF

There was discussion from planning commission with staff regarding the requested waiver of the affordable lot size restriction to Lot 3. The existing code for subdivisions with 10 or more lots requires a percentage of the lots to be smaller in size in an effort to make them more affordable. The requested affordable lot waiver would allow all lots to equally share in the responsibility of maintenance of the surrounding open space tract.

Mr. Magee asked the Ms. Ruvin if lot 1 and 3 are individually owned and not by the HOA. She confirmed that they are currently up for sale.
Ms. Ruvin responded that lot 1 has been sold and lot 3 is still remaining to be sold.

**MOTION:**

It was moved by Mr. Magee, PDP2019-0014, Estates at Ralston Ridge Subdivision, Preliminary Development Plan generally located North of West 72nd Avenue surrounding the Ellis Street cul-de-sac be recommended to City Council for approval. This motion is based on the findings of fact and approval criteria on Page 8 of the staff report.

**DISCUSSION OF MOTION PDP2019-0014**

None

Those voting Yes: Owens, Hannan, Goff, Connell, Griffith, Magee, McCarron
Those voting No:
Those absent: None
The motion carried

**PP2019-0006 - ESTATES AT RALSTON RIDGE - PRELIMINARY PLAT**

**MOTION:**

It was moved by Mr. Magee, PP2019-0006, Estates at Ralston Ridge Subdivision, Preliminary Plat generally located North of West 72nd Avenue surrounding the Ellis Street cul-de-sac be recommended to City Council for approval. This motion is based on the findings of fact and approval criteria on Page 8 of the staff report.

**DISCUSSION OF MOTION PP2019-0006**

None

The following votes were cast on the motion:
Those voting Yes: Owens, Goff, Connell, Griffith, Magee, McCarron, Hannan
Those voting No: None
Those absent: None
The motion carried.
NATURE OF REQUEST

The existing Estates at Ralston Ridge subdivision has 11 homes surrounding the Ellis Street cul-de-sac. The existing homeowners are requesting approval of an amended Preliminary Development Plan (PDP) and Preliminary Plat for this subdivision to adjust the property lines throughout the development.

LOCATION AND HISTORY

The existing 7.2 acre Estates at Ralston Ridge subdivision is generally located northwest of W. 72nd Avenue and Eldridge Street. More specifically it consists of 11 lots surrounding the Ellis Street cul-de-sac as it extends north of W. 72nd Place.

The Estates at Ralston Ridge subdivision was approved and recorded in Jefferson County in December 2004. The 11 lots were platted as “floating lots” with open space area surrounding each lot. Since plat recordation, 9 of the lots have had single family homes constructed on them and two remain as vacant land (Lots 1 and 3). The surrounding open space was platted as Tract A and consisted 4.77 acres. Tract A is owned by the Estates at Ralston Ridge Homeowners Association who is responsible for maintaining the property and the detention area within, as well as maintaining the tree lawns along the Ellis Street frontage.

The property owners within the Estates at Ralston Ridge are requesting approval of the Estates at Ralston Ridge 1st Amendment Preliminary Plat to enlarge each lot and eliminate much of the open space area between homes. This will then allow for individual maintenance responsibilities for the property rather than an overall homeowners association. The homeowners association will remain in existence and will continue to maintain the detention areas. While the existing lots will be enlarged, should this request be approved, no new lots are being created.

In addition to the lot line adjustments, the homeowners are proposing to make improvements to the detention facilities on the southern end of the development. These changes are depicted on the PDP amendment included herewith.
MODIFICATIONS REQUESTED

As a subdivision of 10 lots or more, the development was subject to the “Affordable Housing” requirements in Article 6.10 of the Land Development Code (LDC). The applicable code required one lot in this subdivision to be designated as a small lot consisting of 4,000 square feet to 6,000 square feet. Lot 3 met this requirement at 5,999 square feet (sf) in size. While the affordable lot criteria is still within our current code, it is not consistent with the changes proposed in the Land Development Code (LDC) update. All of the other 10 lots within this subdivision are seeking to enlarge their lot boundaries to eliminate the open space between them. Should the affordable lot remain in its current form, it will be 5,999 sf in size while all other lots will increase from 9,280 -12,519 sf to 21,517 – 32,834 sf. The number of allowed residential dwelling units will not change. As a result, the applicants are requesting a modification to waive the Affordable Lot requirement of the LDC. The resulting, Lot 3 would be consistent with the remaining lots within this subdivision by increasing in size to 21,781sf.

The existing approved development standards for the Estates at Ralston Ridge PUD are as follows:

Front Setback – 20- feet  
Side Setback – 3 feet  
Rear Setback – 10 feet  
Maximum Lot Coverage: 60%

Due to the enlarged lot sizes and in keeping with the intent to maintain an openness to this development, the proposed modified parameters are as follows:

Front Setback – 20 feet  
Side Setback – 15 feet  
Rear Setback – 30 feet  
Maximum Lot Coverage – 25% two-story and 30% single story

NEIGHBORHOOD MEETING

Section 3.1.6 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on March 6, 2019. The applicant, staff, and four neighbors were in attendance. Most of the attendees were residents within the development who were there to clarify process questions. The applicant prepared a summary of the meeting, which is attached.
PUBLIC NOTIFICATION

Section 3.3 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 12 days prior to all public hearings, written notice must be mailed to all property owners within 400 feet of the subject property. The required notice was sent and the applicant has provided an affidavit of mailing verifying this requirement has been met.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice was sent by staff.

DEVELOPMENT REVIEW TIMELINE

This application was submitted April 25, 2019 with an anticipated Planning Commission date of September 17. It followed our standard public hearing process with three rounds of review. The Planning Commission date was shifted slightly to October 8 to allow time to address alternative design considerations for the proposed detention pond improvements and to accommodate hearing schedules.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This application aligns with the Growth and Economic Development goals of the Strategic Plan.

ZONING AND LAND USE

The subject property is currently zoned Planned Unit Development Residential (PUD-R) and is approximately 7.2 acres in size.

Surrounding properties are zoned and utilized as follows:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Actual Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>A-1(Agriculture) Zoning - JeffCo</td>
<td>Large lot residential in Jefferson County</td>
</tr>
</tbody>
</table>
South | A-2 (Agriculture) and SR-1 (Suburban Residential) Zoning - JeffCo | Large lot residential in Jefferson County
---|---|---
East | Arvada – PUD-R 3 units/ac | Ralston Valley Filing No. 4
West | PD (Planned Development) - JeffCo | Large lot residential in Jefferson County

The proposed enlargements requested herein will provide a transition in lot sizes from smaller lots on the east to larger lots to the west and from Arvada PUD (Planned Unit Development) zoning to JeffCo A-1 (Agriculture One).

**PROJECT ANALYSIS**

**Annexation**
The property was annexed into Arvada in May 2004. Concurrently the property was rezoned from A-2 (Agriculture) in Jefferson County to PUD-R at 1.29 units/acre to allow for 11 semi-custom homes to be built on the Ellis Street cul-de-sac.

**Compliance with the Comprehensive Plan**
The Comprehensive Plan designates this property as Low Density Residential (LDR) which is consistent with the adjacent properties to the north, south and west. The subdivisions to the east are designated as Suburban. Enlargement of these lots is in keeping with the larger lot sizes associated with the LDR designation. With no change in the total number of allowed lots, Estates at Ralston Ridge will remain consistent with the Comprehensive Plan.

**Compliance with Other Applicable Plans**
The proposed standard PUD-R lot requirement is a minimum of 10,000 sf in area, 100 feet in width, 30 percent lot coverage, 20 foot front setbacks, and 10 foot rear and side setbacks.

**Setbacks and Lot Coverage**
The setbacks and lot coverage for the approved Estates at Ralston Ridge were set as follows:
- Front 20 feet
- Side 3 feet
- Rear 10 feet
- Maximum Lot Coverage - 60%.

To ensure that open space is maintained within the development, the proposed setbacks and lot coverage for this request are as follows:
- Front 20 feet
- Side 15 feet
- Rear 30 feet
- Maximum Lot Coverage - 25% for two story home and 30% for single story homes

**Building Design and Height**
The homes will comply with the maximum height limit imposed by the LDC of 35 feet and will continue to be limited to two stories per the original PDP approval. All homes in this...
development are semi-custom/custom homes that are also required to meet a number of design criteria in the covenants.

Open Space, Parks, and Fencing
The total lot count will not be affected by this application and all park and school dedication requirements were satisfied by the previous applications. The Estates at Ralston Ridge was designed to have approximately 58 percent open space with the dedication of Tract A for that purpose. While the ownership of the open space areas will change, the location, amount, and use of the open space areas will remain. Maintenance responsibilities will shift from HOA to primarily private lot owners. Open rail fencing will continue to be required throughout this development.

Circulation and Connectivity
These lots are accessed by the Ellis Street cul-de-sac as it extends from W. 72 and Eldridge. No change is proposed by this application.

Grading and Drainage
Grades within this subdivision generally slopes from the northwest corner down to the detention pond in the southeast corner. An existing pond is located northwest of this development. Historically seepage from this pond has occurred around the perimeter of the Estates at Ralston Ridge. To address this issue, an underdrain was installed within Tract A. With this replat, the underdrain will now be located in a 10 foot easement across the privately owned lots. The PDP will also include improvements to the detention inlet on the north side of Ellis Street as it enters the subdivision. This change will flatten the grades out slightly to allow for easier maintenance while still providing adequate drainage.

Utility Services
Water and sewer services are provided from the City of Arvada by existing lines in Ellis Street. Water service is provided by an 8 inch line in Ellis Street and by an 8 inch connection between Lots 2 and 3, east to W. 73rd Avenue. Sewer service is provided along Ellis Street to the southern boundary of the subdivision where it extends southeast to Eldridge Street.

Police and Fire Protection
The property will continue to be served by Arvada Fire Protection District and Arvada Police. Fire protection is provided by Station #6 at 6503 Simms Street and station #8 at 6651 Indiana Street.

School District
These lots are within the Jefferson County R-1 school district and all school dedication requirements were met with the previous applications. This request will have no added impact on the school district.
LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

<table>
<thead>
<tr>
<th>§3.7.3.H Preliminary Development Plan Approval Criteria (9-23-11)</th>
<th>Finding</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The PUD Preliminary Development Plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan.</td>
<td>Yes</td>
<td>The larger lot sizes associated with this application continue to be in conformance with the Comprehensive Plan.</td>
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<td>2. The PUD Preliminary Development Plan is consistent with any previously approved Outline Development Plan in effect.</td>
<td>Yes</td>
<td>No ODP is associated with this development.</td>
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<td>3. The PUD Preliminary Development Plan addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes set out in §4.10.1 and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. This may include but is not limited to improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.</td>
<td>Yes</td>
<td>With the large lot sizes and open fencing required, the open design concept of this application will remain in place.</td>
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<td>4. The PUD Preliminary Development Plan complies with all applicable use, development, and design standards set forth in this Code that are not otherwise modified or waived.</td>
<td>Yes</td>
<td>Excluding the one modification requested, this application complies with the development and design standards of the LDC.</td>
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<td>5. The PUD Preliminary Development Plan is consistent with and implements the intent of the specific PUD district, and shall comply with all applicable threshold standards and PUD development/design standards set forth in §4.10.</td>
<td>Yes</td>
<td>This application complies with the PUD-R zone district.</td>
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<td>6. To the extent reasonably feasible, the PUD Preliminary Development Plan provides for integration and connection with adjacent development through street connections, sidewalks, trails, and similar features.</td>
<td>Yes</td>
<td>Existing neighborhood connections will remain in place with this application.</td>
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7. To the extent reasonably feasible, the proposal mitigates any potential significant adverse impacts on adjacent properties or on the general community. | Yes | This request will have no impact on adjacent properties.

8. Sufficient public safety, transportation, and utility facilities and services are available to serve the subject property, while maintaining sufficient levels of service to existing development. | Yes | All existing infrastructure and services continue to be in force. Drainage improvements will be enhanced as a result of this application.

9. The proposed uses are compatible within the PUD and with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts). | Yes | The allowed land uses and design layout will not change as a result of this application.

| §3.8.2.H Preliminary Plat Approval Criteria |
|---|---|---|
| **Finding** | **Rationale** |
| 1. The subdivision is consistent with the Comprehensive Plan. | Yes | The larger lot sizes associated with this request are in keeping with the Low Density Residential designation of the Comprehensive Plan. |
| 2. The subdivision is consistent with any precedent approved PUD Outline Development Plan or other required plan. | Yes | The number of lots and general subdivision layout remains unchanged. The proposed preliminary plat is consistent with the previously approved plans. |
| 3. The subdivision is consistent with and implements the intent of the specific zoning district in which it is located. | Yes | The lot sizes and design parameters are consistent with the PUD-R zoning district. |
| 4. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code. | Yes | The overall subdivision layout will remain unchanged. The enlarged lot sizes will allow for private maintenance responsibility of the streetscape and open space areas. |
| 5. The subdivision complies with all applicable use, development, and design standards set forth in Articles 5, 6, and 7 of this Code that have not otherwise been modified or waived pursuant to this Article. Applicants shall avoid creating lots or patterns of lots in the subdivision | Yes | Accept for the modifications noted above, this application complies with the applicable standards of the LDC. |
6. The subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.

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<tr>
<td>Yes</td>
<td>This application complies with the applicable standards of the LDC.</td>
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7. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.

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<td>Yes</td>
<td>The enlargement of these subdivided lots will not result in significant adverse impacts on the natural environment, including air, water, noise, stormwater, etc.</td>
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8. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

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<tr>
<td>Yes</td>
<td>All changes are internal to this development and as such, it will not result in significant adverse impacts on adjacent properties</td>
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9. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.

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<td>Yes</td>
<td>All facilities and services already serve these lots and will continue as existing.</td>
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**STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.
ESTATES AT RALSTON RIDGE 1st AMENDMENT  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 SECTION 31,  
TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF JEFFERSON, STATE OF COLORADO  

LEGAL DESCRIPTION:

The following are the legal descriptions of the tracts of land described in the City of Arvada, County of Jefferson, State of Colorado:

1. The land described as follows:
   - Bounded on the North by the South Line of RALSTON RIDGE, 556.64 FEET TO THE SOUTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;
   - On the South by the West Line of RALSTON RIDGE, 631.77 FEET TO THE NORTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;
   - On the West by the North Line of RALSTON RIDGE, 556.64 FEET TO THE SOUTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;
   - On the East by the South Line of RALSTON RIDGE, 631.77 FEET TO THE NORTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;

Said parcel containing 7,352.26 ACRES or 313,867 SQUARE FEET, MORE OR LESS.

2. The land described as follows:
   - Bounded on the North by the South Line of RALSTON RIDGE, 556.64 FEET TO THE SOUTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;
   - On the South by the West Line of RALSTON RIDGE, 631.77 FEET TO THE NORTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;
   - On the West by the North Line of RALSTON RIDGE, 556.64 FEET TO THE SOUTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;
   - On the East by the South Line of RALSTON RIDGE, 631.77 FEET TO THE NORTHWEST CORNER SAID ESTATES AT RALSTON RIDGE;

Said parcel containing 3,933.26 ACRES or 172,800 SQUARE FEET, MORE OR LESS.

OUT DATA TABLE:

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<thead>
<tr>
<th>Lot</th>
<th>ADDRESS</th>
<th>SIZE</th>
<th>SETBACKS</th>
<th>EASEMENT</th>
<th>UTILITIES</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>7301 ELLIS STREET</td>
<td>0.25 ACRES</td>
<td>10'</td>
<td>10'</td>
<td>10'</td>
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<tr>
<td>2</td>
<td>7303 ELLIS STREET</td>
<td>0.25 ACRES</td>
<td>10'</td>
<td>10'</td>
<td>10'</td>
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<tr>
<td>3</td>
<td>7305 ELLIS STREET</td>
<td>0.25 ACRES</td>
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<tr>
<td>4</td>
<td>7307 ELLIS STREET</td>
<td>0.25 ACRES</td>
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<tr>
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<td>7309 ELLIS STREET</td>
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<td>7311 ELLIS STREET</td>
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<td>7315 ELLIS STREET</td>
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<tr>
<td>10</td>
<td>7319 ELLIS STREET</td>
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ARCHITECTURAL DESIGN GUIDELINES:

1. MASONRY: NATURAL STONE OR CAST STONE FINISHES AND BLOCKS ARE PERMITTED. WHEN STUCCO IS UTILIZED, ENTRY ELEMENTS OR OTHER SIGNIFICANT MASSES ON THE FRONT ELEVATION UTILIZE MASONRY OR STUCCO, AS DEFINED BELOW. WALL SURFACES THAT ARE NOT COVERED BY MASONRY OR STUCCO ARE PERMITTED. WHEN STUCCO IS UTILIZED, ENTRY ELEMENTS OR OTHER SIGNIFICANT MASSES ON THE FRONT ELEVATION UTILIZE MASONRY OR STUCCO, AS DEFINED BELOW. WALL SURFACES THAT ARE NOT COVERED BY MASONRY OR STUCCO ARE PERMITTED.

2. SQUARE FOOTAGE IN A GARAGE SHALL NOT COUNT TOWARD MINIMUM REQUIREMENTS. ORNAMENTAL ARCHITECTURAL ELEMENTS SUCH AS FINIALS MAY BE UTILIZED. THE FOLLOWING ARE ALLOWED:

3. MASONRY TO FULL WALL HEIGHT.

4. SHERRY MURREY

5. XCEL ENERGY

6. CITY OF ARVADA

7. PRECISION SURVEYING

8. HOWARD AND CONNIE RUVIN

9. GEOFF AND JOANIE CLEVELAND

10. SERGEY NIKOLENKO

11. MARET SANCHEZ

12. ROBERT AND JAN CHRISTENSEN

13. 3.2  MINIMUM SQUARE FOOTAGE FOR A ONE STORY HOME IS 2200 SQUARE FEET.

14. 3.3  SQUARE FOOTAGE IN A FRAMELESS DESIGN IS NOT COUNTED TOWARD MINIMUM SQUARE FOOTAGE REQUIREMENTS.

15. 3.4  SQUARE FOOTAGE IN A FRAMELESS DESIGN IS NOT COUNTED TOWARD MINIMUM SQUARE FOOTAGE REQUIREMENTS.

16. 3.5  SQUARE FOOTAGE IN A GARAGE SHALL NOT COUNT TOWARD MINIMUM REQUIREMENTS.
CONSTRUCTION FENCE INSTALLATION NOTES:

1. SEE PLAN VIEW FOR LOCATION OF CONSTRUCTION FENCE.

2. CONSTRUCTION FENCE SHOWN SHALL BE INSTALLED PRIOR TO ANY LAND-DISTURBING ACTIVITIES.

3. CONSTRUCTION FENCE SHALL BE COMPOSED OF ORANGE, CONTRACTOR- GRADE MATERIAL THAT
   IS RATED AND APPROVED AS CONSTRUCTION FENCING.

4. STUDDED STEEL TEE POSTS SHALL BE UTILIZED TO SUPPORT THE CONSTRUCTION FENCE.

5. NO LAND DISTURBANCE OR STORAGE OF MATERIALS WILL BE ALLOWED ON TREE SIDE OF
   EACH POST.

MAXIMUM SPACING FOR STEEL TEE POSTS SHALL BE 10'.

NOTE:

- REMOVE EXISTING SOIL MATERIAL IN THIS AREA.

- RIPRAP & GRAVEL BASE PLACED ON DETENTION POND AND INSTALL TYPE M GRATE.

- DETENTION POND IMPROVEMENTS

- DETENTION POND VOLUME CALCULATIONS

- SWALE PROFILE NORTH SIDE

- WEST 72ND PLACE

CONSTRUCTION FENCING PLACEMENT ADJACENT TO EXISTING DECIDUOUS & EVERGREEN TREES

NOTE:

- RIPRAP: NO INCREASE IN POND VOLUME WILL BE ALLOWED.

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3/10/2019 Estates @ Ralston Ridge
6:00p - 8:30p Neighborhood/Community Meeting
Location: Westwood's Community Police Station
6644 Kendrick Dr, Arvada, CO, 80004
Attendance list - attached

Notes:
- Existing lots outlined (handout)
- proposed lot discussed (handout)
- application summary discussed (handout)
- audience questions answered:
  1. timeline of process?
     Answer: 30wks or more
  2. Arvada's main focus?
     Answer: Water drainage is adequate
  3. allow outbuildings?
     Answer: Arvada wants to maintain open space
     RP's HOA - does not allow outbuildings

Howard Runge
Exeter’s P.E. Vice Pres.
Estates at Ralston Ridge public hearing
1 message

NICKI BACON <nabacon1474@outlook.com> Sun, Nov 3, 2019 at 1:18 PM
To: "LHoover@arvada.org" <LHoover@arvada.org>

I am writing in response to the Public Hearing, Nov 18, 2019, for approval of a replat to enlarge each lot and eliminate much of the open space area between homes. I am unable to attend the meeting due to work. I am the owner of Lot #4 and I am in full support of this request. I hope the Planning Commission and City Council will approve this request.

Thank you for your me, Nicki Bacon, MD. 7322 Ellis St, Arvada, CO 80005
ESTATES AT RALSTON RIDGE 1st AMENDMENT
PRELIMINARY DEVELOPMENT PLAN

LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 SECTION 31,
TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
DRAINAGE DETAILS

NOTE:
NO DETENTION POND IMPROVEMENTS ARE
PROPOSED WITH THIS PRELIMINARY
DEVELOPMENT PLAN.

SWALE PROFILE NORTH SIDE
WEST 72ND PLACE
Proposed Re-subdivision Draft of
Estates at Ralston Ridge
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac

Report in Brief

The existing Estates at Ralston Ridge subdivision has 11 homes surrounding the Ellis Street cul-de-sac. The existing homeowners are requesting approval of an amended Preliminary Development Plan (PDP) and Preliminary Plat for this subdivision to adjust the property lines throughout the development in order to change the maintenance responsibilities of the common open space surrounding each lot from the HOA to each individual property owner.

The Arvada team recommends that the City Council approve Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac.

Financial Impact

There is no financial impact to the City in association with the proposed action.

Background

The existing 7.2 acre Estates at Ralston Ridge subdivision is generally located northwest of W. 72nd Avenue and Eldridge Street. More specifically it consists of 11 lots surrounding the Ellis Street cul-de-sac as it extends north of W. 72nd Place.

The Estates at Ralston Ridge subdivision was approved and recorded in Jefferson County in December 2004. The 11 lots were platted as “floating lots” with open space area surrounding each lot. Since plat recordation, 9 of the lots have had single family homes constructed on them and two remain as vacant land (Lots 1 and 3). The surrounding open space was platted as Tract A and consisted 4.77 acres. Tract A is owned by the Estates at Ralston Ridge Homeowners Association who is responsible for maintaining the property and the detention area within, as well as maintaining the tree lawns along the Ellis Street frontage.

The property owners within the Estates at Ralston Ridge are requesting approval of the Estates at Ralston Ridge 1st Amendment Preliminary Plat to enlarge each lot and eliminate much of the open space area between homes. This will then allow for individual maintenance responsibilities for the property rather than an overall homeowners association. The homeowners association will remain in existence and will continue to maintain the detention areas. While the existing lots will be enlarged, should this request be approved, no new lots are being created.

In addition to the lot line adjustments, the homeowners are proposing to make improvements to the detention facilities on the southern end of the development.

Discussion
As a subdivision of 10 lots or more, the development was subject to the “Affordable Housing” requirements in Article 6.10 of the Land Development Code (LDC). The applicable code required one lot in this subdivision to be designated as a small lot consisting of 4,000 square feet to 6,000 square feet. Lot 3 met this requirement at 5,999 square feet (sf) in size. While the affordable lot criteria is still within our current code, it is not consistent with the changes proposed in the Land Development Code (LDC) update. All of the other 10 lots within this subdivision are seeking to enlarge their lot boundaries to eliminate the open space between them. Should the affordable lot remain in its current form, it will be 5,999 sf in size while all other lots will increase from 9,280 - 12,519 sf to 21,517 – 32,834 sf. The number of allowed residential dwelling units will not change. As a result, the applicants are requesting a modification to waive the Affordable Lot requirement of the LDC. The resulting, Lot 3 would be consistent with the remaining lots within this subdivision by increasing in size to 21,781sf.

The existing approved development standards for the Estates at Ralston Ridge PUD are as follows:

- Front Setback – 20- feet
- Side Setback – 3 feet
- Rear Setback – 10 feet
- Maximum Lot Coverage: 60%

Due to the enlarged lot sizes and in keeping with the intent to maintain an openness to this development, the proposed modified parameters are as follows:

- Front Setback – 20 feet
- Side Setback – 15 feet
- Rear Setback – 30 feet
- Maximum Lot Coverage – 25% two-story and 30% single story

**Public Contact**

The required neighborhood meeting for this project took place on March 6, 2019. The applicant, Arvada team members, and approximately four neighbors were in attendance. Most of the attendees were residents within the development who were there to clarify process questions. The applicant prepared a summary of the meeting, which is attached.

Written notice was sent 12 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

**Commission Recommendation**

Planning Commission held a public hearing on October 8, 2019 and voted unanimously to recommend approval of the Preliminary Plat.

**Strategic Alignment**

This application aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

N/A.

**Recommendation for Action**

The Arvada team recommends that the Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac, be approved.
**Suggested Motion:**

I move that the Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac, be approved.

This motion is based on the findings of fact adopted by Planning Commission (if approved)

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Linda Hoover, Senior Planner 11/1/2019
Robert Smetana, Manager of City Planning and Development 11/4/2019
Ryan Stachelski, Director of Community and Economic Development 11/5/2019
Lori Graham, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
Synopsis of meeting minutes from October 8, 2019 Planning Commission


The public hearing was opened.

Mr. Owens entered into the record the staff report PDP2019-0014 and PP2019-0006 dated October 8, 2019, affidavit of mailing, and posting log.

Ms. Hoover, Senior Planner gave a brief description of the project.

Cliff McKissack, with JCM Development has been hired for this project. He introduced Connie Ruvin.

Connie Ruvin representing the HOA at Estates at Ralston Ridge gave a brief presentation of the request to adjust the property lines throughout the development.

Mr. Owens disclosed he received a phone call regarding this case, but did not discuss or disclose any information.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR
None

IN OPPOSITION
None

There being no one wishing to speak.

APPLICANT REBUTTAL
None

Mr. Owens closed the public comment.

QUESTIONS FROM THE COMMISSION TO STAFF

There was discussion from planning commission with staff regarding the requested waiver of the affordable lot size restriction to Lot 3. The existing code for subdivisions with 10 or more lots requires a percentage of the lots to be smaller in size in an effort to make them more affordable. The requested affordable lot waiver would allow all lots to equally share in the responsibility of maintenance of the surrounding open space tract.

Mr. Magee asked the Ms. Ruvin if lot 1 and 3 are individually owned and not by the HOA. She confirmed that they are currently up for sale.
Ms. Ruvin responded that lot 1 has been sold and lot 3 is still remaining to be sold.

**MOTION:**

It was moved by Mr. Magee, PDP2019-0014, Estates at Ralston Ridge Subdivision, Preliminary Development Plan generally located North of West 72nd Avenue surrounding the Ellis Street cul-de-sac be recommended to City Council for approval. This motion is based on the findings of fact and approval criteria on Page 8 of the staff report.

**DISCUSSION OF MOTION PDP2019-0014**

None

Those voting Yes: Owens, Hannan, Goff, Connell, Griffith, Magee, McCarron
Those voting No: None
Those absent: None
The motion carried

**PP2019-0006 - ESTATES AT RALSTON RIDGE - PRELIMINARY PLAT**

**MOTION:**

It was moved by Mr. Magee, PP2019-0006, Estates at Ralston Ridge Subdivision, Preliminary Plat generally located North of West 72nd Avenue surrounding the Ellis Street cul-de-sac be recommended to City Council for approval. This motion is based on the findings of fact and approval criteria on Page 8 of the staff report.

**DISCUSSION OF MOTION PP2019-0006**

None

The following votes were cast on the motion:
Those voting Yes: Owens, Goff, Connell, Griffith, Magee, McCarron, Hannan
Those voting No: None
Those absent: None
The motion carried.
City of Arvada  
Community and Economic Development Department  
PUBLIC HEARING STAFF REPORT

Estates at Ralston Ridge  
Preliminary Development Plan Amendment and Preliminary Plat  
PDP2019-0014, PP2019-0006

NATURE OF REQUEST

The existing Estates at Ralston Ridge subdivision has 11 homes surrounding the Ellis Street cul-de-sac. The existing homeowners are requesting approval of an amended Preliminary Development Plan (PDP) and Preliminary Plat for this subdivision to adjust the property lines throughout the development.

LOCATION AND HISTORY

The existing 7.2 acre Estates at Ralston Ridge subdivision is generally located northwest of W. 72nd Avenue and Eldridge Street. More specifically it consists of 11 lots surrounding the Ellis Street cul-de-sac as it extends north of W. 72nd Place.

The Estates at Ralston Ridge subdivision was approved and recorded in Jefferson County in December 2004. The 11 lots were platted as "floating lots" with open space area surrounding each lot. Since plat recordation, 9 of the lots have had single family homes constructed on them and two remain as vacant land (Lots 1 and 3). The surrounding open space was platted as Tract A and consisted 4.77 acres. Tract A is owned by the Estates at Ralston Ridge Homeowners Association who is responsible for maintaining the property and the detention area within, as well as maintaining the tree lawns along the Ellis Street frontage.

The property owners within the Estates at Ralston Ridge are requesting approval of the Estates at Ralston Ridge 1st Amendment Preliminary Plat to enlarge each lot and eliminate much of the open space area between homes. This will then allow for individual maintenance responsibilities for the property rather than an overall homeowners association. The homeowners association will remain in existence and will continue to maintain the detention areas. While the existing lots will be enlarged, should this request be approved, no new lots are being created.

In addition to the lot line adjustments, the homeowners are proposing to make improvements to the detention facilities on the southern end of the development. These changes are depicted on the PDP amendment included herewith.
MODIFICATIONS REQUESTED

As a subdivision of 10 lots or more, the development was subject to the “Affordable Housing” requirements in Article 6.10 of the Land Development Code (LDC). The applicable code required one lot in this subdivision to be designated as a small lot consisting of 4,000 square feet to 6,000 square feet. Lot 3 met this requirement at 5,999 square feet (sf) in size. While the affordable lot criteria is still within our current code, it is not consistent with the changes proposed in the Land Development Code (LDC) update. All of the other 10 lots within this subdivision are seeking to enlarge their lot boundaries to eliminate the open space between them. Should the affordable lot remain in its current form, it will be 5,999 sf in size while all other lots will increase from 9,280 -12,519 sf to 21,517 – 32,834 sf. The number of allowed residential dwelling units will not change. As a result, the applicants are requesting a modification to waive the Affordable Lot requirement of the LDC. The resulting, Lot 3 would be consistent with the remaining lots within this subdivision by increasing in size to 21,781sf.

The existing approved development standards for the Estates at Ralston Ridge PUD are as follows:

Front Setback – 20- feet
Side Setback – 3 feet
Rear Setback – 10 feet
Maximum Lot Coverage: 60%

Due to the enlarged lot sizes and in keeping with the intent to maintain an openness to this development, the proposed modified parameters are as follows:

Front Setback – 20 feet
Side Setback – 15 feet
Rear Setback – 30 feet
Maximum Lot Coverage – 25% two-story and 30% single story

NEIGHBORHOOD MEETING

Section 3.1.6 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on March 6, 2019. The applicant, staff, and four neighbors were in attendance. Most of the attendees were residents within the development who were there to clarify process questions. The applicant prepared a summary of the meeting, which is attached.
PUBLIC NOTIFICATION

Section 3.3 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 12 days prior to all public hearings, written notice must be mailed to all property owners within 400 feet of the subject property. The required notice was sent and the applicant has provided an affidavit of mailing verifying this requirement has been met.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice was sent by staff.

DEVELOPMENT REVIEW TIMELINE

This application was submitted April 25, 2019 with an anticipated Planning Commission date of September 17. It followed our standard public hearing process with three rounds of review. The Planning Commission date was shifted slightly to October 8 to allow time to address alternative design considerations for the proposed detention pond improvements and to accommodate hearing schedules.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This application aligns with the Growth and Economic Development goals of the Strategic Plan.

ZONING AND LAND USE

The subject property is currently zoned Planned Unit Development Residential (PUD-R) and is approximately 7.2 acres in size.

Surrounding properties are zoned and utilized as follows:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Actual Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>A-1(Agriculture) Zoning - JeffCo</td>
<td>Large lot residential in Jefferson County</td>
</tr>
</tbody>
</table>
The proposed enlargements requested herein will provide a transition in lot sizes from smaller lots on the east to larger lots to the west and from Arvada PUD (Planned Unit Development) zoning to JeffCo A-1 (Agriculture One).

### PROJECT ANALYSIS

**Annexation**
The property was annexed into Arvada in May 2004. Concurrently the property was rezoned from A-2 (Agriculture) in Jefferson County to PUD-R at 1.29 units/acre to allow for 11 semi-custom homes to be built on the Ellis Street cul-de-sac.

**Compliance with the Comprehensive Plan**
The Comprehensive Plan designates this property as Low Density Residential (LDR) which is consistent with the adjacent properties to the north, south and west. The subdivisions to the east are designated as Suburban. Enlargement of these lots is in keeping with the larger lot sizes associated with the LDR designation. With no change in the total number of allowed lots, Estates at Ralston Ridge will remain consistent with the Comprehensive Plan.

**Compliance with Other Applicable Plans**
The proposed standard PUD-R lot requirement is a minimum of 10,000 sf in area, 100 feet in width, 30 percent lot coverage, 20 foot front setbacks, and 10 foot rear and side setbacks.

**Setbacks and Lot Coverage**
The setbacks and lot coverage for the approved Estates at Ralston Ridge were set as follows:

<table>
<thead>
<tr>
<th>Front</th>
<th>Side</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 feet</td>
<td>3 feet</td>
<td>10 feet</td>
</tr>
</tbody>
</table>

Maximum Lot Coverage - 60%.

To ensure that open space is maintained within the development, the proposed setbacks and lot coverage for this request are as follows:

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<tr>
<th>Front</th>
<th>Side</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 feet</td>
<td>15 feet</td>
<td>30 feet</td>
</tr>
</tbody>
</table>

Maximum Lot Coverage - 25% for two story home and 30% for single story homes.

**Building Design and Height**
The homes will comply with the maximum height limit imposed by the LDC of 35 feet and will continue to be limited to two stories per the original PDP approval. All homes in this

<table>
<thead>
<tr>
<th>South</th>
<th>A-2 (Agriculture) and SR-1 (Suburban Residential) Zoning - JeffCo</th>
<th>Large lot residential in Jefferson County</th>
</tr>
</thead>
<tbody>
<tr>
<td>East</td>
<td>Arvada – PUD-R 3 units/ac</td>
<td>Ralston Valley Filing No. 4</td>
</tr>
<tr>
<td>West</td>
<td>PD (Planned Development) - JeffCo</td>
<td>Large lot residential in Jefferson County</td>
</tr>
</tbody>
</table>
development are semi-custom/custom homes that are also required to meet a number of design criteria in the covenants.

**Open Space, Parks, and Fencing**
The total lot count will not be affected by this application and all park and school dedication requirements were satisfied by the previous applications. The Estates at Ralston Ridge was designed to have approximately 58 percent open space with the dedication of Tract A for that purpose. While the ownership of the open space areas will change, the location, amount, and use of the open space areas will remain. Maintenance responsibilities will shift from HOA to primarily private lot owners. Open rail fencing will continue to be required throughout this development.

**Circulation and Connectivity**
These lots are accessed by the Ellis Street cul-de-sac as it extends from W. 72 and Eldridge. No change is proposed by this application.

**Grading and Drainage**
Grades within this subdivision generally slopes from the northwest corner down to the detention pond in the southeast corner. An existing pond is located northwest of this development. Historically seepage from this pond has occurred around the perimeter of the Estates at Ralston Ridge. To address this issue, an underdrain was installed within Tract A. With this replat, the underdrain will now be located in a 10 foot easement across the privately owned lots. The PDP will also include improvements to the detention inlet on the north side of Ellis Street as it enters the subdivision. This change will flatten the grades out slightly to allow for easier maintenance while still providing adequate drainage.

**Utility Services**
Water and sewer services are provided from the City of Arvada by existing lines in Ellis Street. Water service is provided by an 8 inch line in Ellis Street and by an 8 inch connection between Lots 2 and 3, east to W. 73rd Avenue. Sewer service is provided along Ellis Street to the southern boundary of the subdivision where it extends southeast to Eldridge Street.

**Police and Fire Protection**
The property will continue to be served by Arvada Fire Protection District and Arvada Police. Fire protection is provided by Station #6 at 6503 Simms Street and station #8 at 6651 Indiana Street.

**School District**
These lots are within the Jefferson County R-1 school district and all school dedication requirements were met with the previous applications. This request will have no added impact on the school district.
LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

<table>
<thead>
<tr>
<th>§3.7.3.H Preliminary Development Plan Approval Criteria (9-23-11)</th>
<th>Finding</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The PUD Preliminary Development Plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan.</td>
<td>Yes</td>
<td>The larger lot sizes associated with this application continue to be in conformance with the Comprehensive Plan.</td>
</tr>
<tr>
<td>2. The PUD Preliminary Development Plan is consistent with any previously approved Outline Development Plan in effect.</td>
<td>Yes</td>
<td>No ODP is associated with this development.</td>
</tr>
<tr>
<td>3. The PUD Preliminary Development Plan addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes set out in §4.10.1 and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. This may include but is not limited to improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.</td>
<td>Yes</td>
<td>With the large lot sizes and open fencing required, the open design concept of this application will remain in place.</td>
</tr>
<tr>
<td>4. The PUD Preliminary Development Plan complies with all applicable use, development, and design standards set forth in this Code that are not otherwise modified or waived.</td>
<td>Yes</td>
<td>Excluding the one modification requested, this application complies with the development and design standards of the LDC.</td>
</tr>
<tr>
<td>5. The PUD Preliminary Development Plan is consistent with and implements the intent of the specific PUD district, and shall comply with all applicable threshold standards and PUD development/design standards set forth in §4.10.</td>
<td>Yes</td>
<td>This application complies with the PUD-R zone district.</td>
</tr>
<tr>
<td>6. To the extent reasonably feasible, the PUD Preliminary Development Plan provides for integration and connection with adjacent development through street connections, sidewalks, trails, and similar features.</td>
<td>Yes</td>
<td>Existing neighborhood connections will remain in place with this application.</td>
</tr>
</tbody>
</table>
7. To the extent reasonably feasible, the proposal mitigates any potential significant adverse impacts on adjacent properties or on the general community. | Yes | This request will have no impact on adjacent properties. |

8. Sufficient public safety, transportation, and utility facilities and services are available to serve the subject property, while maintaining sufficient levels of service to existing development. | Yes | All existing infrastructure and services continue to be in force. Drainage improvements will be enhanced as a result of this application. |

9. The proposed uses are compatible within the PUD and with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts). | Yes | The allowed land uses and design layout will not change as a result of this application. |

<table>
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<tr>
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<tr>
<td>Finding</td>
</tr>
<tr>
<td>1. The subdivision is consistent with the Comprehensive Plan.</td>
</tr>
<tr>
<td>2. The subdivision is consistent with any precedent approved PUD Outline Development Plan or other required plan.</td>
</tr>
<tr>
<td>3. The subdivision is consistent with and implements the intent of the specific zoning district in which it is located.</td>
</tr>
<tr>
<td>4. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code.</td>
</tr>
<tr>
<td>5. The subdivision complies with all applicable use, development, and design standards set forth in Articles 5, 6, and 7 of this Code that have not otherwise been modified or waived pursuant to this Article. Applicants shall avoid creating lots or patterns of lots in the subdivision</td>
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<td>9.</td>
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</table>

**STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.
3/16/2019  Estates @ Ralston Ridge
6:30 pm - 8:30 pm  Neighborhood/Community Meeting
location: Westwoods Community Police Station
  6644 Kendrick Dr, Arvada, CO, 8007
Attendance list - attached

Notes:
- Existing Lots outlined (handout)
- Proposed lot discussed (handout)
- Application Summary discussed (handout)
- Audience questions answered:
  1. Time line of process?
     Answer: 30wks or more
  2. Arvada’s main focus?
     Answer: Water drainage is adequate
  3. Allow outbuildings?
     Answer: Arvada wants to maintain open space
     PP’s HOA - does not allow outbuildings

Howard Rauer - Estates @ R.E. Vice Pres.
I am writing this in response to the Public Hearing, Nov 18, 2019, for approval of a replat to enlarge each lot and eliminate much of the open space area between homes. I am unable to attend the meeting due to work. I am the owner of Lot #4 and I am in full support of this request. I hope the Planning Commission and City Council will approve this request.

Thank you for your me, Nicki Bacon, MD. 7322 Ellis St, Arvada, CO 80005
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court

Report in Brief

Norbert Klebl with the GEOS development is proposing to develop the second filing of the development to include a mix of 44 single-family, 16 duplex, and 31 townhome units for a total of 91 units. This 5.26 acre phase will be an extension of the same type of development currently under construction in Filing No. 1 of GEOS. In order to proceed with this Filing, a Preliminary Plat must be approved through the public hearing process. The Preliminary Development Plan for the project was previously approved (see Background below). Subsequently a Final Development Plan and Final Plat will be processed administratively.

The Arvada team recommends that the City Council approve GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court, subject to the recommended condition of approval included on page 6 of the Planning Commission staff report.

Financial Impact

There is no financial impact to the City associated with the recommended action.

Background

The GEOS Development is generally located southwest of W. 69th and Indiana Street. The overall development consists of 25.3 acres and was zoned PUD-BPR (Planned Unit Development – Business, Professional Office and Residential) in 2008. In conjunction with the rezoning, an overall Preliminary Development Plan (PDP) was approved at that time with an overall density of 12.2 units per acre (du/ac). The intended design of the development was to construct a mixed use development dominated by a variety of residential units with a small portion of retail and live-work units. The area included within this plat consists of four blocks extending from W. 68th Place on the south to W. 69th Place on the north and from Juniper Court on the east to Kilmer Street on the west.

As a Planned Unit Development, modifications are allowed from the standards of the Land Development Code (LDC). A Preliminary Development Plan (PDP) was previously approved for the GEOS Neighborhood which included a number of modifications. This Preliminary Plat is in conformance with the previously approved modifications and no new modifications are requested with this current application.

Discussion

Pages 5-6 of the Planning Commission staff report includes an analysis of the applicable Land Development Code criteria. The analysis performed by the Arvada team concludes that the project complies with all applicable criteria. The Arvada team did recommend a condition for the Planning Commission's consideration which requires the applicant to all outstanding development fees prior to the approval of the Final Development Plan and final plat. This condition is also included in the
recommendation to the City Council.

**Public Contact**

The required neighborhood meeting for this project took place on November 29, 2018. The meeting was attended by ten neighbors who had questions about traffic impacts and subdivision design. The applicant provided a summary of the development proposal and addressed their concerns. A summary of the meeting is attached herewith.

Written notice was sent 12 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

**Commission Recommendation**

Planning Commission held their public hearing on October 8, 2019 and voted unanimously to recommend approval of the Preliminary Plat with one condition of approval as recommended by Staff.

**Strategic Alignment**

The proposed paired home development aligns with the Community and Development Priority Area within the City Council Strategic Plan. Specifically, the recommended action addresses the following Strategic Result:

*By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities, and housing types and styles.*

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court, subject to the recommended condition of approval included on page 6 of the Planning Commission staff report.

**Suggested Motion:**

I move that GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court, be approved subject to the condition of approval identified in the staff report.

This motion is based on the findings of fact adopted by Planning Commission (if approved)

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:

Linda Hoover, Senior Planner 11/4/2019
Robert Smetana, Manager of City Planning and Development 11/4/2019
Ryan Stachelski, Director of Community and Economic Development 11/5/2019
Lori Graham, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
Synopsis of meeting minutes from October 8, 2019 Planning Commission

PP2019-0007 - GEOS NEIGHBORHOOD FILING NO. 2 - PRELIMINARY PLAT

The public hearing was opened.

Mr. Owens entered into the record the staff report PP2019-0007 dated October 8, 2019, affidavit of mailing, and posting log.

Ms. Hoover, Senior Planner gave a brief description of the project.

Michael Tavel the applicant gave a presentation on the request.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

In Favor
None

In Opposition
There being no one wishing to speak.

APPLICANT REBUTTAL

Mr. Owens closed the public comment.

QUESTIONS FROM THE COMMISSION TO STAFF

Planning Commission had discussion with staff on the next process if approved.

Mr. Griffith had a discussion with the developer on how many residents there are currently, will it be net positive energy and how much a standard home costs.

Norbert Klebl the developer responded currently 22 homeowners. All the homes energy is from solar panels and no gas, fossil fuel only. A 1500 sq foot home sells for $400k and 2600 sq. foot home $625k.

MOTION:

It was moved by Mr. Griffith that PP2019-0007, Geos Neighborhood Filing No 2, Preliminary Plat generally located South of West 69th Place and West of Juniper Court be recommended to City Council for approval subject to the condition of approval on page 6 of the staff report. This motion is based on the findings of fact and approval criteria, Items 1-9, on Pages 5 and 6 of the staff report.

DISCUSSION OF MOTION PP2019-0007

Planning Commission spoke about the project and they are please with it.
The following votes were cast on the motion:
Those voting Yes: Owens, Goff, Connell, Griffith, Magee, McCarron, Hannan
Those voting No: None
Those absent: None
The motion carried.
NATURE OF REQUEST

Norbert Klebl with the GEOS development is proposing to develop the second filing of the development to include a mix of 44 single-family, 16 duplex, and 31 townhome units for a total of 91 units. This 5.26 acre phase will be an extension of the same type of development currently under construction in Filing No. 1 of GEOS. In order to proceed with this Filing, a Preliminary Plat must be approved through the public hearing process. The Preliminary Development Plan for the project was previously approved (see History below). Subsequently a Final Development Plan and Final Plat will be processed administratively.

MODIFICATIONS REQUESTED

As a Planned Unit Development, modifications are allowed from the standards of the Land Development Code (LDC). A Preliminary Development Plan (PDP) was previously approved for the GEOS Neighborhood which included a number of modifications. This Preliminary Plat is in conformance with the previously approved modifications and no new modifications are requested with this current application.

LOCATION AND HISTORY

The GEOS Development is generally located southwest of W. 69th and Indiana Street. The overall development consists of 25.3 acres and was zoned PUD-BPR (Planned Unit Development – Business, Professional Office and Residential) in 2008. In conjunction with the rezoning, an overall Preliminary Development Plan (PDP) was approved at that time with an overall density of 12.2 units per acre (du/ac). The intended design of the development was to construct a mixed use development dominated by a variety of residential units with a small portion of retail and live-work units. The area included within this plat consists of four blocks extending from W. 68th Place on the south to W. 69th Place on the north and from Juniper Court on the east to Kilmer Street on the west.

NEIGHBORHOOD MEETING

Section 3.1.6 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.
As noted above, the GEOS Neighborhood received its original approvals in 2008. A neighborhood meeting was held on November 29, 2018. The meeting was attended by ten neighbors who had questions about traffic impacts and subdivision design. The applicant provided a summary of the development proposal and addressed their concerns. A summary of the meeting is attached herewith.

PUBLIC NOTIFICATION

Section 3.3 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 12 days prior to all public hearings, written notice must be mailed to all property owners within 400 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

DEVELOPMENT REVIEW TIMELINE

This Preliminary Plat application was submitted in December 2018 in conjunction with a Final Development Plan (FDP). Review timing has taken longer than standard review times to address various design elements and to work in conjunction with their other development applications currently in process for the Filing 1 phase of the development.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This application aligns with the Growth and Economic Development goals of the Strategic Plan.

ZONING AND LAND USE

As noted above, the subject property is currently zoned PUD-BPR. The four blocks being further subdivided by this application consist of 5.26 acres

Surrounding properties are zoned and utilized as follows:
### Direction | Zoning | Actual Use
--- | --- | ---
North | PUD-R | Westwoods Mesa – Single family and duplex lots
South | PUD-BPR | Future GEOS filings with a mix of land uses from multi-family, to co-housing, and townhome units.
East | PUD-BPR | Geos Filing 1 – mix of single family, and townhome units - currently under construction
West | PUD-BPR | Future GEOS development to include duplex and townhome units

**PROJECT ANALYSIS**

**Annexation**
The property was annexed into Arvada in 1981 and zoned for industrial uses with PUD-I (Planned Unit Development – Industrial) zoning. The property remained vacant for several decades until it was subsequently rezoned to PUD-BPR (Business/Professional/Residential) in 2008 for the mixed use GEOS Neighborhood.

**Compliance with the Comprehensive Plan**
The GEOS Neighborhood is designated as “Mixed Use – Residential Emphasis” on the Arvada Comprehensive Plan. That designation is intended for predominantly residential land uses that may also include non-residential land uses such as retail, office, and light trade. The GEOS Neighborhood includes a mix of housing types within each phase as well as a variety of neighborhood types (single family, duplexes, townhomes, cohousing, etc. It also allows for Live-work units and 1200 square feet of commercial uses. The Comprehensive plan states that the Mixed Use area should be located near arterial roadways and near commercial and employment centers. GEOS is located slightly west of Indiana Street just west of the Cottonwood Industrial Park. The designation also states the appropriate zoning designation is PUD-BPR and that the project density should be greater than seven units per acre (7du/ac). As such, the GEOS development is in compliance with the Mixed Use – Residential Emphasis of the Comprehensive Plan.

**Compliance with Other Applicable Plans**
The PDP for this portion of GEOS was approved in 2008 and a final plat was also completed at that time to create four “super blocks” for future subdivision at a later date. This Preliminary Plat request is that future subdivision. Development on each of these four lots will consist of a mix of single family homes, duplexes, and townhome units. The single family homes will be located in the middle of each block and the homes will be staggered front and back to afford the maximum solar benefit. On the ends of each block will be a duplex unit and a four unit townhome building. This arrangement is an extension of the development currently under construction in Filing No. 1 immediately to the east. Although this arrangement was included in the previously approved PDP, the property still needs to obtain approval of a Preliminary Plat since more than five lots are being subdivided.

**Building Parameters – Setbacks, Height and Design**
In conjunction with approval of the PDP for the GEOS Neighborhood, a “Design Book” was approved to provide development guidelines for the community. This “Design Book” addresses building placement, building height, building design, parking and a number of other design parameters. The buildings in GEOS are designed for geothermal and sustainable practices. As a Preliminary Plat, the purpose of this application is to create the residential lots within each super block. The site design details will be further evaluated through the administrative approval process as part of the FDP.

**Parks and Open Space**
The detention facilities in GEOS will provide dual purpose open space areas throughout. Intended as Common Greens these areas are being designed to include low seat walls and gathering places for community interaction. Pedestrian connections to these areas will be provided by combination of sidewalks along the streets and midblock connections. Park dedication and development requirements for GEOS are being met by a combination of trail improvements and fees-in-lieu. The developer is being credited for construction of trail improvements along Ralston Creek and any excess fees–in-lieu still due will be paid prior to FDP approval.

**Circulation, Parking, and Connectivity**
Site access is provided from Indiana Street via W. 69 Avenue and W. 69th Place to Juniper Court. Access from W. 69th Place onto Indiana Street is restricted to right-in/right-out movements. Access from Indiana at W. 69th Avenue is a full movement intersection which is planned for future signalization. The Westwoods Mesa development to the north contributed to this future signal cost and the previously approved GEOS PDP also required GEOS to pay $105,991.03 toward the cost of that future signal. Any unpaid fees will be collected prior to approval of the FDP.

The general roadway layout is a grid pattern surrounding the four blocks. The public roadways that surround these four blocks have already been dedicated to the City of Arvada with the “super block” plat that was done in 2009. Each of the four blocks within this plat is divided by a private alley way that runs north/south through the center of the block. As per the previously approved GEOS PDP and Design Guide Book, parking will be provided by a mix of on and off-street parking. A total of 137 parking spaces will be located in garage and alley spaces and 37 parking spaces will be located on-street.

**Grading and Drainage**
In general the property drains from W. 69th Place south toward Ralston Creek. Detention ponds will be constructed in the open space tracts along the eastern boundary of these lots and in the tracts between the blocks. The design of these detention facilities will be further reviewed and evaluated in conjunction with the FDP. No portion of this platted area is located within a 100 year floodplain.

**Utility Services**
Water and sewer services are provided from the City of Arvada by existing lines within the surrounding streets and alleys. The main lines have already been installed and service lines will be provided in conjunction with build-out.

**Police and Fire Protection**
The property will continue to be served by Arvada Fire Protection District and Arvada Police. Fire protection is provided by Station #6 at 6503 Simms Street and station #8 at 6651 Indiana Street.

**School District**
These lots are within the Jefferson County R-1 school district and all school dedication requirements were addressed with the previous approvals. The residential units within Filing No. 2 were planned for in the approved PDP. This request will have no added impact on the school district. School dedication requirements were addressed by cash-in-lieu rather than land dedication. School fees will be paid in conjunction with the final development plan and final plat approvals.

**LAND DEVELOPMENT CODE APPROVAL CRITERIA**

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

<table>
<thead>
<tr>
<th>§3.8.2.H Preliminary Plat Approval Criteria (9-23-11)</th>
<th>Finding</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The subdivision is consistent with the Comprehensive Plan.</td>
<td>Yes</td>
<td>GEOS will have a variety of housing types which complies with the Mixed-use – residential emphasis designation of the Comprehensive Plan.</td>
</tr>
<tr>
<td>2. The subdivision is consistent with any precedent approved PUD Outline Development Plan or other required plan.</td>
<td>Yes</td>
<td>No ODP has been approved for GEOS. However, the plat is consistent with the previously approved PDP.</td>
</tr>
<tr>
<td>3. The subdivision is consistent with and implements the intent of the specific zoning district in which it is located.</td>
<td>Yes</td>
<td>The GEOS development meets the mixed use intent of the PUD-BPR zoning designation.</td>
</tr>
<tr>
<td>4. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code.</td>
<td>Yes</td>
<td>The grid pattern layout of this portion of the GEOS development was created back in 2008/2009 with the previous PDP and final plat for the super blocks within this plat. Connecting walkways and multi-use detention areas will provide pedestrian connectivity and open space for residents within this community.</td>
</tr>
<tr>
<td>5. The subdivision complies with all applicable use, development, and design standards set forth in</td>
<td>Yes</td>
<td>As a PUD – the previously approved</td>
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</tbody>
</table>
### Articles 5, 6, and 7 of this Code that have not otherwise been modified or waived pursuant to this Article. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

<table>
<thead>
<tr>
<th>Design Standards</th>
<th>Still Apply</th>
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<tbody>
<tr>
<td>Articles 5, 6, and 7</td>
<td>design standards still apply.</td>
</tr>
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</table>

### The subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Requirements</th>
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<tbody>
<tr>
<td>6. The subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.</td>
<td>Yes The GEOS Preliminary Plat complies with all applicable requirements.</td>
</tr>
</tbody>
</table>

### The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.

<table>
<thead>
<tr>
<th>Mitigation</th>
<th>Impacts</th>
</tr>
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<tbody>
<tr>
<td>7. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.</td>
<td>Yes The primary premise of the GEOS Neighborhood is to provide for “Sustainable Living” and as such the applicant is striving to minimize impacts to the environment as much as possible.</td>
</tr>
</tbody>
</table>

### The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

<table>
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<th>Mitigation</th>
<th>Impacts</th>
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<tr>
<td>8. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.</td>
<td>Yes Much of the area surrounding this preliminary plat is future filings within the GEOS Neighborhood and as such, any impacts to adjacent properties will be minimal.</td>
</tr>
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### Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.

<table>
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<tr>
<th>Public Services</th>
<th>Availability</th>
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<tr>
<td>9. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.</td>
<td>Yes Arvada Fire and Arvada Police already serve this development. Likewise, water and sewer lines are already in place within the surrounding roadway network.</td>
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**STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

If the Planning Commission finds that a recommendation to approve the GEOS Neighborhood Filing No. 2 Preliminary Plat is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. All outstanding fees (including park dedication, school impact, and traffic signal costs) must be paid prior to FDP and final plat approval.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.
A REPLAT OF LOTS 'A' AND 'B', AND TRACTS A, B, C, D OF BLOCKS 1-4, TOGETHER WITH TRACTS 1-4 OF GEOS NEIGHBORHOOD FILING NO. 1 LOCATED IN THE NORTHEAST QUARTER OF SECTION 1 TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

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<th>R =</th>
<th>Rolf</th>
<th>ZIP</th>
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<th>A,B,C,D</th>
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Preliminary Plat

GEO5 NEIGHBORHOOD FILING NO. 2
Preliminary Plat

GEO5 NEIGHBORHOOD FILING NO. 2
Preliminary Plat
GEOS NEIGHBORHOOD FILING NO. 2
PRELIMINARY PLAT
A REPLAT OF LOTS 'A' AND 'B', AND TRACTS A, B, C, D OF BLOCKS 1-4, TOGETHER WITH TRACTS 1-4 OF GEOS NEIGHBORHOOD FILING NO. 1
LOCATED IN THE NORTHEAST QUARTER OF SECTION 1 TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 5 OF 6
GEOS Neighborhood Meeting – Blocks 1-4

Location/Time:
6:00 PM at the APEX Center, Randall Room

Participants:
Avery Lajeunesse: SUN Studio - Minutes and Recording
Michael Tavel: SUN Studio - Presenter for Meeting
Norbert Klebl: Developer of GEOS
Linda Hoover: City of Arvada - Planning Representative

Citizen: Are all the homes geothermal?
Michael: Most of them have a ground source, some of the townhomes don’t actually need it. But all of the single family homes have it.

Ruby: Owns Tree Nursery land west of Croke Canal across from GEOS – She has suffered damage to her land and equipment caused by teenagers. She is concerned about increasing damage and trespassing on her property in the future.

Citizen: Narrowness of Streets making it hard for cars to pass:
Michael: This is actually driven by city standards and street calming. The difficulty in passing is a traffic calming measure which makes cars drive slower and thus makes the roads safer.
Norbert: We want narrow streets for safety and traffic calming. No one needs to drive fast in neighborhood streets. What you see is that traffic speeds are relative to driving area. We want narrow streets so cars drive slower.

Citizen: Coming out onto Indiana St, Traffic. 68th St. is difficult. Will there be a traffic light in the future?
Michael: CDOT has to decide when that goes in. We have to reach a certain traffic capacity prior to installation

Citizen: A gentleman was concerned about the prospect that our landscapes against public areas, such as greens and tree lawns, will be of inconsistent and hodgepodge quality.
Norbert: we have 6 acres of parks and open space in the south.
Michael: 8.5 / 25 acres are green space.
Michael: We just haven’t finished landscaping yet. Our design is cohesive and well thought out.

Citizen: Does Arvada require you to have a certain amount of trees on the street?

Norbert: Yes and we have exceeded their requirement.

Citizen: Projection for timeline

Norbert: Infrastructure 2019, Construction 2019-2020, it will take 2-3 years to build out.

Citizen: I’m concerned about speeding, can you put in speed bumps?

Michael: Travel speeds are relative to how much space you have.

Citizen: Can we post more speed limit signs on 69th?

Norbert: I would like that! I think we should get our HOAs together.

Citizen: Could you say more about the retain aspect of mixed use?

Michael: It’s only permitted in certain areas, such as our multifamily buildings. In our townhomes we allow live/work spaces where one might have a home office. Norbert what kind of services are we expecting?

Norbert: We want neighborhood services, things that don’t take up a lot of space but provide services to the neighborhood so that people don’t have to drive. We have not found anyone specific. These service providers want customers around them before they open up, so we are expecting those services to come after build out. Norbert wants services / not retail. Retain generates traffic.

Citizen: Could someone open up a fitness center in the retail space?

Norbert: The services are limited by the size, its only about 700ft². So the size limits the amount of people who can be in the building.

Citizen: Is the housing mix set in stone?

Michael: We have many different building types and many variations within that. If your concerned about variety, we have plenty of it.

Citizen: How many new homes will go into these four blocks?

Avery: 91
Citizen: When will you be leveling the dirt mound?
Norbert: Next year when the infrastructure is built we will regrade that area

Citizen: will all single family homes have garages?
Michael: yes but we are having parking on average, some home do not have garages or any assigned parking. We are giving variety for the home buyer. Some people don’t have cars or even want cars.

Citizen: every family has two cars
Norbert: we are working on that... *Laughter*

Citizen: can you say more about the covenants?
Norbert: sure, we have an HOA just like any other community. Except our HOA is part of our metro district so your dues can actually be written off like your property taxes. Everyone

Citizen: How is the heating and cooling provided?
Norbert: We use air to air heat pumps, these are electric. We use Energy Recovery Ventilator.

Citizen: What is that?
Norbert: (explains ERV)

Citizen: ok
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: 5 Star Plumbing Building, Preliminary Development Plan, Generally Located at 14420 W 67th Avenue

Report in Brief

Valdy Development is requesting approval of a Preliminary Development Plan (PDP) for a 1.95 acre site to be developed into a single-story industrial warehouse building. The building will be 12,000 square feet in size and used to store fleet vehicles utilized for 5 Star Plumbing Services. This property is located within the Parkway Center Subdivision.

Financial Impact

There is no financial impact to the City in association with the recommended action.

Background

This undeveloped lot is located at the terminus of the right-of-way (ROW) for West 67th Avenue. The construction plans for West 67th Avenue were recently approved by the Arvada team and the street and associated improvements are currently under construction and will have to be completed prior to occupancy of the proposed building. The subject property consists of Lot 1A, Block 6A, of the Parkway Center Subdivision Filing No. 6 which was approved and recorded earlier in 2019. This filing platted land necessary for the W. 67th Avenue improvements from the original plat that was approved in 1980. The property was annexed into the City in 1975 with the Parkway Investment Annexation and has never been developed.

Discussion

The Applicant is requesting one modification from the Arvada Land Development Code (LDC) concerning the building design requirements of industrial buildings. The modification would allow the front façade and side walls to be constructed utilizing a combination of textured metal panels and stone veneer. The Arvada team supports this modification. In addition, the Arvada team has included a condition that will require the applicant to address all remaining comments from the review of the PDP with the first submittal of the Final Development Plan.

Public Contact

The required neighborhood meeting for this project took place on January 18, 2019. The applicant, staff and approximately one neighbor were attendance.

Written notice was sent 12 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

Planning Commission held a public hearing on October 22, 2019 and unanimously recommended approval of the Preliminary
Development Plan.

Strategic Alignment

Approval of the recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan. In addition, the 5 Star Plumbing project addressed the following Strategic Result:

800 new non-retail jobs from businesses created by 2019, within the following targeted industries: medical, manufacturing, research and development, bio-medical, energy, enabling technology, and professional services

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the 5 Star Plumbing Building, Preliminary Development Plan, Generally Located at 14420 W 67th Avenue, be approved subject to the conditions of approval identified in the staff report.

Suggested Motion:

I move that 5 Star Plumbing Building, Preliminary Development Plan, generally located at 14420 W 67th Ave. (approval subject to the attached updated condition of approval listed in Staff Report) (rejected).

This motion is based on the findings of fact adopted by Planning Commission (if approved)

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Jeremiah Bebo, Planner I 10/30/2019
Robert Smetana, Manager of City Planning and Development 11/4/2019
Ryan Stachelski, Director of Community and Economic Development 11/5/2019
Toni Riebschlager, Law Office Administrator 11/5/2019
Lori Graham, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019
Enclosure, exhibits & attachments required to support the report
Synopsis of meeting minutes from October 22, 2019 Planning Commission

**PDP2019-0005 – 5 STAR PLUMBING – PRELIMINARY DEVELOPMENT PLAN**

The public hearing was opened.

Mr. Owens entered into the record the staff report PDP2019-0005 dated October 22, 2019, affidavit of mailing, and posting log.

Mr. Bebo gave a brief introduction of the project; Staff supports a recommendation of approval.

Mr. Joe Valdez, Valdy Real Estate Development LLC, is representing Mike Miller the owner of 5 Star Plumbing.

Mr. Mike Miller, owner of 5 Star Plumbing and resident of Arvada, gave a brief presentation with a slide.

Mr. Owens opened the hearing for comments from the public.

**PUBLIC COMMENT**

**IN FAVOR**
None

**IN OPPOSITION**
None

**APPLICANT REBUTTAL**
None

There being no one wishing to speak. Public comment was closed.

**QUESTIONS FROM THE COMMISSION**

Mr. Griffith asked about the building being 1200 square foot and how much square footage is going to be occupied. He recommended dressing up the South side.

Mr. Miller responded 6000 square foot is going to be used right away; the other half would be eventually rented out.

Mr. Magee asked if Mr. Miller has other locations for his business.

Mr. Miller responded this will be the only location.

**MOTION:**

It was moved by Mr. Goff that PDP2019-0005, 5 Star Plumbing Building located at the terminus of the right-of-way (ROW) for 14420 West 67th Avenue, be recommended to
City Council for approval subject to the condition stated in the staff report, Page 9. This motion is based on the finds of fact and approved criteria items 1-9 on Pages 8 & 9 of the staff report.

**DISCUSSION OF MOTION PDP2019-0005**

Commissioners agreed with an Arvada resident bringing a business to Arvada, is what the City needs.

The following votes were cast on the motion:
Those voting Yes: Owens, Goff, Connell, Griffith, Magee, McCarron, Hannan
Those voting No: None
Those absent: None
The motion carried.
Valdy Development is requesting approval of a Preliminary Development Plan (PDP) for a 1.95 acre site to be developed into a single-story industrial warehouse building. The building will be 12,000 square feet in size and used to store fleet vehicles utilized for 5 Star Plumbing Services. This property is located within the Parkway Center Subdivision.

The Applicant is requesting one modification from the Arvada Land Development Code (LDC) concerning the building design requirements of industrial buildings. The modification would allow the front façade and side walls to be constructed utilizing a combination of textured metal panels and stone veneer.

This undeveloped lot is located at the terminus of the right-of-way (ROW) for West 67th Avenue. The construction plans for West 67th Avenue were recently approved by staff and the street and associated improvements are currently under construction and will have to be completed prior to occupancy of the proposed building. The subject property consists of Lot 1A, Block 6A, of the Parkway Center Subdivision Filing No. 6 which was approved and recorded earlier in 2019. This filing platted land necessary for the W. 67th Avenue improvements from the original plat that was approved in 1980. The property was annexed into the City in 1975 with the Parkway Investment Annexation and has never been developed.
NEIGHBORHOOD MEETING

Section 3.1.6 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on January 18, 2019. One neighbor was in attendance and asked general questions related to development and the proposal.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Section 3.3 of the Land Development Code requires public notification for all public hearings as follows:
Written Notice: At least 12 days prior to all public hearings, written notice must be mailed to all property owners within 400 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103 that there is no separate mineral rights owner.

DEVELOPMENT REVIEW TIMELINE

This PDP application was submitted on March 4, 2019. Both the City and the applicant met the established review and submittal timeline for the track. Because the construction plans for the W. 67th Avenue right-of-way were under review during this same time, the applicant took longer to resubmit their plans for reviews in order to ensure that their plans reflected those construction plans.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The 5 Star Plumbing project satisfies the following strategic goal:

800 new non-retail jobs from businesses created by 2019, within the following targeted industries: medical, manufacturing, research and development, bio-medical, energy, enabling technology, and professional services

ZONING AND LAND USE

The subject property is currently zoned PUD-I (Planned Unit Development – Industrial) and is approximately 1.95 acres in size.

Surrounding properties are zoned and utilized as follows:
### PROJECT ANALYSIS

#### Compliance with the Comprehensive Plan

The property is shown on the Comprehensive Plan Land Use map as Industrial/Office/Retail. The PDP supports the characteristics of this designation and the following goals and policies within the plan are supported by this development proposal:
- **Policy ED-1.1: New Commercial and Employment Development**
  The City, working with the Arvada Economic Development Association, will actively promote and support commercial and employment development by recruiting primary jobs and increasing the range of products and services available to Arvada citizens.

- **Policy ED-2.1 Land for Employment Use**
  The City will retain lands in strategic, transit supportive parts of the City for new employment centers to accommodate offices, manufacturing, high tech, flexible space, and other primary employment uses.

This project satisfies the goals and policies listed above by supporting an existing small business in a light industrial center planned for this type of use. The PDP allows the existing business to expand into Arvada and grow its employment base. The building will be built in an area (Parkway Center) that was planned for light industrial uses and will support the intent of the original subdivision.

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**Setbacks**
Section 6.2.1 of the LDC establishes development standards for industrial uses which are applicable unless modified or waived through the PUD review process. The original Parkway
Center Subdivision established the required setbacks for the center. The established setbacks and proposed setbacks are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front setback</td>
<td>30 feet</td>
<td>144 feet</td>
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<tr>
<td>Side setback</td>
<td>20 feet</td>
<td>98.3 feet</td>
</tr>
<tr>
<td>(west)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side setback</td>
<td>20 feet</td>
<td>60 feet</td>
</tr>
<tr>
<td>(east)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear setback</td>
<td>20 feet</td>
<td>63.52 feet</td>
</tr>
</tbody>
</table>

The 30-foot front setback from the north has been met as well as the required 20-foot setback from the south, east, and west property lines. All drive lanes and parking areas meet the setback requirement as well.

**Building Height**
The proposed building will be 25 feet and 1 inch in height.

**Open Space**
The required open space for this development is 25 percent and 55 percent is being provided.

**Landscaping, Buffering, and Fencing**
Landscaping on-site includes a total of seven trees comprised of a mixture of deciduous, ornamental, and evergreen trees. Four street trees are provided between the street and detached sidewalk along W. 67th Avenue. Landscaping has been particularly enhanced around the detention pond, around the internal drive lanes, and along the western property line where a ten-foot landscaped buffer is required. Additional landscaping using shrubs is used around the front and rear of the building. An outdoor amenity area in the rear of the site is provided to be used by the employees of the business. The rear of the property behind the building is being planted with native seed only in anticipation of a future expansion of the building.

**Building Design**
The proposed building is an industrial form comprised of a combination of textured sheet metal and stone veneer on the front façade and the sides of the building. A metal standing seam roof and four metal overhead doors on the east and west faces with rectangular windows are also used. An entry awning will be located above and/or around the entrance to the building. The design of this will be determined at FDP. A modification to LDC Section 6.6.5.F(3) requiring that all front facades of primary industrial structures and side wall facades within 40 feet of the front be clad with masonry is being requested. This request is based on the fact that the building proposed is a standard industrial building being used to store the truck fleet of the business and for smaller warehousing purposes. The textured metal being proposed is currently being used in many other types of settings, including commercial and residential, and combined with the stone, adds interest and helps break up monotony in the façade. Staff is in support of the modification request.
Circulation and Connectivity
One point of vehicular access is taken off of W. 67th Avenue. At this time, W. 67th Avenue only connects to Fig Street, however, in the future a connection to Indiana Street is anticipated with future development.

Grading and Drainage
Grading on-site generally flows from the south to the north. Stormwater is conveyed to four private storm inlets that connect to the detention pond on the north portion of the property. The detention pond has been sized in order to accommodate a future expansion of the building.

Parking and Loading
On-site parking is required at a ratio of one space per 1,000 square feet of gross floor area of the building resulting in a total of 12 parking spaces including one to meet ADA requirements. Bicycle parking is not required.

Utility Services
Water and sewer service will be provided by the City. Both lines are available in W. 67th Avenue.

Police and Fire Protection
This site will be serviced by the Arvada Police and Arvada Fire Protection District (AFPD). Arvada Fire has no objections to this proposal.
LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

<table>
<thead>
<tr>
<th>§3.7.3.H Preliminary Development Plan Approval Criteria (9-23-11)</th>
<th>Finding</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The PUD Preliminary Development Plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan.</td>
<td>Yes</td>
<td>The PDP is consistent with the intent of the Industrial/Office/Retail designation on the Comprehensive Plan land use map.</td>
</tr>
<tr>
<td>2. The PUD Preliminary Development Plan is consistent with any previously approved Outline Development Plan in effect.</td>
<td>Yes</td>
<td>No ODP is in effect.</td>
</tr>
<tr>
<td>3. The PUD Preliminary Development Plan addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes set out in §4.10.1 and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. This may include but is not limited to improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.</td>
<td>Yes</td>
<td>The PDP provides a development opportunity to support a small business and grow their employment base. The site offers landscaped open space well above the minimum amount required for the site, opportunity for expansion, and a more modern interpretation of industrial building design.</td>
</tr>
<tr>
<td>4. The PUD Preliminary Development Plan complies with all applicable use, development, and design standards set forth in this Code that are not otherwise modified or waived.</td>
<td>Yes</td>
<td>The proposed development complies with the standards set forth in the Code that are not otherwise being modified. Staff supports the one waiver being requested.</td>
</tr>
<tr>
<td>5. The PUD Preliminary Development Plan is consistent with and implements the intent of the specific PUD district, and shall comply with all applicable threshold standards and PUD development/design standards set forth in §4.10.</td>
<td>Yes</td>
<td>The property is currently zoned PUD-I and the PDP is consistent with the intent of the PUD zoning district.</td>
</tr>
<tr>
<td>6. To the extent reasonably feasible, the PUD Preliminary Development Plan provides for integration and connection with adjacent development through street connections.</td>
<td>Yes</td>
<td>The PDP provides an integrated network of drives and sidewalks that connect to the broader City system.</td>
</tr>
</tbody>
</table>
sidewalks, trails, and similar features.

<table>
<thead>
<tr>
<th>7. To the extent reasonably feasible, the proposal mitigates any potential significant adverse impacts on adjacent properties or on the general community.</th>
<th>Yes</th>
<th>The project has no significant adverse impacts on adjacent properties and the applicant will repair any damaged public improvements during construction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Sufficient public safety, transportation, and utility facilities and services are available to serve the subject property, while maintaining sufficient levels of service to existing development.</td>
<td>Yes</td>
<td>All necessary services and utilities are available to serve the site without impacting services to existing development. The applicant is required to submit final construction documents with the final development plan which must conform to all city development and engineering codes.</td>
</tr>
<tr>
<td>9. The proposed uses are compatible within the PUD and with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).</td>
<td>Yes</td>
<td>The proposed development will be compatible with the future land uses within the Parkway Center.</td>
</tr>
</tbody>
</table>

**STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

If the Planning Commission finds that a recommendation to approve the preliminary development plan is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. All remaining comments from the review of the PDP shall be addressed with the first submittal of the Final Development Plan.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.
Neighborhood Meeting Summary

Neighborhood Meeting Notes

PA2018-0233
14220 W. 67th Avenue, Arvada, CO 80004

Representatives with Best Half, LLC, are applying to develop a 12,000 square foot light industrial warehouse/office flex building located at 14225 W. 67th Avenue, Arvada, CO. The Applicant held a neighborhood meeting at 5:30 PM on Thursday, January 31, 2019 at the Apex Field House, 5724 Oak Street, Arvada, CO 80002. A Notice of Neighborhood meeting was mailed out on January 18, 2019 to all land owners within the required radius from the proposed development. One neighbor that owned land outside of the required radius attended the meeting. His main questions were with regard to the construction of 67th Ave., as it appeared his property may benefit from a future extension of 67th Ave, west to Indiana Street. He was a very nice gentleman that was interested in the overall growth taking place around his property.
PRELIMINARY DEVELOPMENT PLAN
5 STAR DENVER PLUMBER
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST 6TH P.M. CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

PROJECT NARRATIVE:
Represented by West Noyes, LLC, 5 Star Plumbing is developing a 12,000 square foot light industrial building. The building will be primarily warehouse space with some office area. The future building will be used for 5 Star Plumbing, Inc. operations.

5 Star Denver Plumber is proposing to develop a 12,000 square foot light industrial building on a 0.24 acre site in Arvada, Colorado. The property is located in the Parkway Center Subdivision, a shopping center in the city of Arvada. The intent is to provide a small warehouse space to be used for 5 Star Plumbing, Inc. daily operations.

LEGAL DESCRIPTION:
The above-mentioned property is located at the Southwest Quarter of Section 6, Township 3 South, Range 69 West 6th P.M. City of Arvada, County of Jefferson, State of Colorado.

BASIS OF BEARING:
The proposed building shall be located on the East line of the Southwest Quarter of Section 6, Township 3 South, Range 69 West 6th P.M.

BENCHMARK:
City of Arvada Benchmark #567 Chiselled Square, 120 Avenue North at Market, 1961 Market Street and 5th Avenue, City of Arvada, 80003.

NOTES:
1. The project shall meet or exceed the project specifications, current cost, and city of Arvada standards.
2. The project shall be designed and managed by the engineer. The engineer shall be the representative of the owner who will perform all necessary tasks and duties associated with the project. The engineer shall be responsible for all work performed in connection with the project.
3. The contract shall be awarded to the lowest bidder for the project.
4. The contractor shall be responsible for all work performed on the project.

BUILDING DESIGN, MATERIALS, COLORS, AND TEXTURING:
The building will be a prefabricated metal building with a length of the building of 120 feet. The building will be primarily warehouse space with some office area. The building will be used for 5 Star Plumbing, Inc. operations.

OFF-STREET PARKING AND CIRCULATION:
A total of 11 parking spaces will be provided, with 11 spaces required to be provided. The spaces will be located on the site and will be accessible from the street.

LANDSCAPING, BUFFERING, SCREENING, SITE FURNISHING, FENCES, AND WALLS:
The proposed building shall be designed to be compatible and meet the minimum standards of the City of Arvada Land Development Code.

DATE:
02/27/2019

DRAWN BY:
P. GUNN

PA / PM:

JOB NO.:
DCS19-4006

SHEET INDEX:
1. COVER SHEET
2. ALTA SURVEY
3. ELEVATIONS
4. LANDSCAPE NOTES & PLANT LIST
5. L1 - LANDSCAPE PLAN
6. L2 - LANDSCAPE PLAN
7. S1 - ALTA SURVEY
8. C1 - COVER SHEET
9. C4 - UTILITY PLAN
10. S01°06'00"W BETWEEN THE MONUMENTS SHOWN HEREON.
11. SOUTHWEST QUARTER OF SECTION 6, AS BEARING 64°06'00"E BETWEEN THE MONUMENTS SHOWN HEREON.
PRELIMINARY DEVELOPMENT PLAN

5 STAR DENVER PLUMBER

LEGEND:

PROPERTY LINE
UTILITY CROSSING
PROPOSED STORM LINE
EXISTING STORM LINE
PROPOSED STORM MANHOLE / CLEAN OUT / YARD MANHOLE
EXISTING STORM MANHOLE / CLEAN OUT
PROPOSED SANITARY SEWER W/CLEANOUT
EXISTING SANITARY SEWER MANHOLE
PROPOSED FIRE HYDRANT
EXISTING FIRE HYDRANT
EXISTING FIBER OPTIC LINE
EXISTING OVERHEAD LINE
EXISTING CABLE TV LINE
EXISTING TELEPHONE LINE
EXISTING POWER POLE
EXISTING LIGHT POLE
EXISTING GAS LINE
EXISTING WATERLINE & VALVE
EXISTING STORM INLET
EXISTING STORM LINE
UTILITY CROSSING
PROPERTY LINE

WATER NOTES:

1. FIRE HYDRANTS SHALL BE INSTALLED AND MADE OPERATIONAL TO PROVIDE THE MINIMUM REQUIRED FIRE FLOW PRIOR TO COMMENCING CONSTRUCTION.
2. APPROVED FIRE APPARATUS ACCESS CONSISTING OF THE FIRST LIFT OF APPROVED FIRE APPARATUS SHALL BE PROVIDED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL INTER-AREA HYDRANTS MUST BE APPROVED BACKFLOW PREVENTION DEVICES.
4. ALL EXISTING PRIVATELY OWNED UTILITY EASEMENTS SHALL BE PROPERLY VACATED AND SATURATED.

FIRE FLOW DATA:

1,500 GPM MINIMUM @ 20 PSI RESIDUAL PRESSURE.

TOTAL FIRE FLOW REQUIRED FOR THE BUILDINGS TO BE 1,500 GPM MINIMUM @ 20 PSI RESIDUAL PRESSURE.

THE FLOW MUST BE PROVIDED FROM A SEPARATE WATER SUPPLY. EACH FIRE HYDRANT MUST SUPPLY A FIRE FLOW OF NO LESS THAN 1500 GPM @ 20 PSI AT 100 FT. (RATED FLOW)

COEFFICIENT TO FLOW RATE OF 1500 GPM

LARGEST UNIT AREA: 12,000 S.F.

THE BUILDING WILL BE SPRINKLERED.

BASIS OF BEARING:

BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, AS BEARING S01°06'00"W BETWEEN THE MOUNTAIN SHOWN HEREON.

BASIS OF SEATING:

REMARKS ARE BASED UPON THE MOUNTAIN SHOWN HEREON.

THESE DRAWINGS PERTAIN TO THE PROPERTY OF WARE MALCOMB AND ARE TO BE CONSIDERED CONFIDENTIAL AND ARE NOT TO BE USED OR DISCLOSED FOR ANY PURPOSE OTHER THAN THE CONSTRUCTION OF THE WORK SHOWN HEREIN.

WARE MALCOMB ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS.

TO PROVIDE THE MINIMUM REQUIRED FIRE FLOW PRIOR TO COMMENCING CONSTRUCTION.

APPROVED FIRE APPARATUS ACCESS CONSISTING OF THE FIRST LIFT OF APPROVED FIRE APPARATUS SHALL BE PROVIDED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

ALL INTER-AREA HYDRANTS MUST BE APPROVED BACKFLOW PREVENTION DEVICES.

ALL EXISTING PRIVATELY OWNED UTILITY EASEMENTS SHALL BE PROPERLY VACATED AND SATURATED.

THE FLOW MUST BE PROVIDED FROM A SEPARATE WATER SUPPLY. EACH FIRE HYDRANT MUST SUPPLY A FIRE FLOW OF NO LESS THAN 1500 GPM @ 20 PSI AT 100 FT. (RATED FLOW)

COEFFICIENT TO FLOW RATE OF 1500 GPM

LARGEST UNIT AREA: 12,000 S.F.

THE BUILDING WILL BE SPRINKLERED.

BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, AS BEARING S01°06'00"W BETWEEN THE MOUNTAIN SHOWN HEREON.

REMARKS ARE BASED UPON THE MOUNTAIN SHOWN HEREIN.

WARE MALCOMB ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS.
## LANDSCAPE PLANT LIST

### DECIDUOUS SHRUBS

<table>
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<tr>
<th>SYMBOL</th>
<th>COMMON NAME</th>
<th>OTM RAKE NAME</th>
<th>W/ Hführung</th>
<th>F/H</th>
<th>USE</th>
<th>SUN/SHADE</th>
<th>SZ</th>
<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSS</td>
<td>Siberian Broom</td>
<td>Romney / Forsythia</td>
<td>Bush</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
<tr>
<td>DSS</td>
<td>Chinese Broom</td>
<td>Romney / Forsythia</td>
<td>Bush</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
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<tr>
<td>DSS</td>
<td>Black Huckleberry</td>
<td>Rombye / Frangula</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Partial Shade</td>
<td>2</td>
<td>Partial Shade</td>
</tr>
<tr>
<td>DSS</td>
<td>European Cranberry</td>
<td>Rombye / Frangula</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
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<tr>
<td>DSS</td>
<td>Manzanita</td>
<td>Shrub</td>
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<td>Edg</td>
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### ORNAMENTAL TREES

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<th>F/H</th>
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<th>SUN/SHADE</th>
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<tr>
<td>DSS</td>
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<td>Olive / Elaeagnus</td>
<td>Shrub</td>
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<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
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<tr>
<td>DSS</td>
<td>Forsythia</td>
<td>Forsythia / Gardenia</td>
<td>Shrub</td>
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<td>Edg</td>
<td>Partial Shade</td>
<td>2</td>
<td>Partial Shade</td>
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<tr>
<td>DSS</td>
<td>Arrowwood</td>
<td>Viburnum / Arrowwood</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Partial Shade</td>
<td>2</td>
<td>Partial Shade</td>
</tr>
<tr>
<td>DSS</td>
<td>Acer</td>
<td>Acer / Maple</td>
<td>Tree</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
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<tr>
<td>DSS</td>
<td>Redbud</td>
<td>Cercis / Redbud</td>
<td>Tree</td>
<td>3-4'</td>
<td>Edg</td>
<td>Partial Shade</td>
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### EVERGREEN TREES

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<th>USE</th>
<th>SUN/SHADE</th>
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<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSS</td>
<td>Boxwood</td>
<td>Boxwood / Buxus</td>
<td>Shrub</td>
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<td>Edg</td>
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<td>Full Sun</td>
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<td>Yew</td>
<td>Taxus / Yew</td>
<td>Shrub</td>
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<td>Full Sun</td>
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<td>Holly</td>
<td>Ilex / Holly</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
<tr>
<td>DSS</td>
<td>Juniper</td>
<td>Juniper / Juniper</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
</tbody>
</table>

### DECIDUOUS SHRUBS

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>COMMON NAME</th>
<th>OTM RAKE NAME</th>
<th>W/ Hführung</th>
<th>F/H</th>
<th>USE</th>
<th>SUN/SHADE</th>
<th>SZ</th>
<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSS</td>
<td>Japanese Maple</td>
<td>A. palmatum / Japanese Maple</td>
<td>Tree</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
<tr>
<td>DSS</td>
<td>Red Maple</td>
<td>Acer / Maple</td>
<td>Tree</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
<tr>
<td>DSS</td>
<td>Sugar Maple</td>
<td>Acer / Maple</td>
<td>Tree</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
</tbody>
</table>

### ORNAMENTAL GRASSES

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>COMMON NAME</th>
<th>OTM RAKE NAME</th>
<th>W/ Hführung</th>
<th>F/H</th>
<th>USE</th>
<th>SUN/SHADE</th>
<th>SZ</th>
<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSS</td>
<td>Fescue</td>
<td>Fescue / Festuca</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
<tr>
<td>DSS</td>
<td>Kentucky Bluegrass</td>
<td>Paspalum / Bluegrass</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
</tbody>
</table>

### PERENNIALS

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>COMMON NAME</th>
<th>OTM RAKE NAME</th>
<th>W/ Hführung</th>
<th>F/H</th>
<th>USE</th>
<th>SUN/SHADE</th>
<th>SZ</th>
<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSS</td>
<td>Purple Loosestrife</td>
<td>Lythrum / Loosestrife</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
<tr>
<td>DSS</td>
<td>Carolina Allspice</td>
<td>Spirea / Allspice</td>
<td>Shrub</td>
<td>3-4'</td>
<td>Edg</td>
<td>Full Sun</td>
<td>2</td>
<td>Full Sun</td>
</tr>
</tbody>
</table>

### NATIVE SEEDING

- **D/O**: Dryland Mix
- **N/O**: Wetland Mix

### PLANTING DETAIL FOR ALL TREES & B&B SHRUBS

- **PLANTING DETAIL FOR SHAVER'S INC.**
- **PLANTING DETAIL FOR ALL CONTAINER PLANTS**

### NEIGHBORHOOD BUFFER REQUIREMENTS

- **SHRUBS**: 10% OF THE TOTAL TREES & SHRUBS
- **TREES**: 10% OF THE TOTAL TREES & SHRUBS

### TREE SPECIES MIX

- **EVERGREEN TREES**: 10% MINIMUM
- **CONIFERS (5’-7’): 10 TREES**
NOTES
1. A 3'-0" FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS AND NOT OBSTRUCTED.
2. TREES WITHIN THIS DEVELOPMENT, WHEN FULLY MATURE, SHALL PROVIDE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13 FEET 6 INCHES.
METAL PANEL WALL SYSTEM
METAL STANDING SEAM ROOF SYSTEM

EAST ELEVATION

SOUTH ELEVATION

WEST ELEVATION

NORTH ELEVATION

NOTE:
A. CMU TO MATCH COLOR OF BUILDING PANELS
B. METAL CAP TO MATCH COLOR OF TRIM

1/8" = 1'-0"

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ARCHITECT'S PROJECT NO.: 1333
ISSUE DESCRIPTION:
NO.
DATE:

PROJECT INFORMATION:
DRAWING TITLE:
SCALE:

LICENSED ARCHITECT
STATE: COLORADO
RAYMOND TERRELL
403529

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2016 R&K INDUSTRIES INC.

R&L ARCHITECTURE
4470 ELIOT ST.
DENVER, CO
80211
303-332-2507
RLTERRELL@GMAIL.COM

10/2/2019 2:03:42 PM

As indicated

ELEVATIONS

1/8" = 1'-0"

14420 E 67TH AVE
ARVADA, CO
5 Star Plumbing

Parkway Center Subdivision
14420 West 67th Ave
Arvada, CO
Introduction & Business

• Mike Miller is a Colorado native and lives in the city of Arvada. It is his intent to invest locally in relocating his company, 5 Star Plumbing, Inc. established in 2009. Currently he employees 5 people and leases a 2000 sq.ft. shop in Denver.

• The intent is to build a 12,000 sq.ft. warehouse to house the company and to lease out the remainder to another group that is interested in basing out of Arvada.
Satellite View
Site Plan
Landscape Plan
After working closely with the Planning Department of Arvada, we believe it will benefit the community to develop this industrial property. We have undergone the review process meeting the city standards and ordinances set forth with the exception of the masonry percentage on the street facing elevation. It is at this point that we are requesting approval from the City Council in developing this property.
TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019  


Report in Brief

A Public Hearing on the proposed Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan, is necessary prior to a vote by City Council on a resolution approving submittal of those items to HUD.

Financial Impact

NA

Background

The city is considered to be an entitlement city by the US Department of Housing and Urban Development regarding the availability of annual CDBG grants. The City must follow a Citizen Participation Plan to obtain public review and comment on its draft Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan. That Plan requires two public hearings. This public hearing is the second of those required hearings.

Discussion

An action item to consider a Resolution approving the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for submission to HUD follows as a separate action.

Public Contact

Notification of the Public Hearing originally scheduled for November 11, 2019 was published on September 19, 2019 as part of the Notice to the Public regarding the availability of the draft Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for public review and examination. The public review and examination period was for 30 days from September 19, 2019 through October 18, 2019.

Scheduling considerations regarding the November 11 public hearing required the public hearing to occur on November 18, 2019 rather than November 11, 2019. A Correction Notification of the Public Hearing was published on October 31, 2019. A copy of the notice is attached.

Commission Recommendation

N/A.
**Strategic Alignment**

Conducting the Public Hearing for the draft Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan facilitates the allocation of resources that will support community and human services programs. Therefore, this action aligns with the Vibrant Community and Neighborhood Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

NA

**Recommendation for Action**

This item is for information purposes only for the Public Hearing and no action is necessary. It will only be necessary to open the public hearing, take any testimony, and close the hearing.

**Suggested Motion:**

NA

Prepared by:
Lisa Snyder, Administrative Specialist - Housing

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/31/2019

Approved by:
Jessica Prosser, Assistant to the City Manager 10/29/2019
Bryan Archer, Director of Finance 10/30/2019
Emily Grogg, Senior Assistant City Attorney 10/31/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
The US Department of Housing and Urban Development requires local jurisdictions receiving certain grant funds to prepare a Consolidated Strategy and Plan Submission for Housing and Community Development Programs (Consolidated Plan).

The Consolidated Plan: The City of Arvada prepared a proposed Consolidated Plan for the period of 2020 through 2024 and the City is providing for and encouraging citizen participation in the preparation of the Consolidated Plan. The sections of the Consolidated Plan are:

- Executive Summary
- The Process
- Needs Assessment
- Market Analysis
- Strategic Plan
- First-Year Action Plan

The 2020 Action Plan: One Year Use of Funds outlines the proposed use of an estimated $450,000.00 in 2020 Community Development Block Grant Funds for housing rehabilitation, human services, housing strategy incentives, and administrative costs.

The City invites all citizens, public agencies, and other interested parties to review housing and community development needs, review the proposed use of funds, and review past program performance and provide comments.

A Public Hearing will be held to allow public comment on the proposed Consolidated Plan and the 2020 Action Plan.

**THE PUBLIC HEARING WILL BE HELD:**

At 6:15 P.M., November 18, 2019, in Council Chambers, Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado.

A draft copy of the proposed Consolidated Plan and 2020 Action Plan is available for public review and comment at:

- Housing Preservation and Resources
  - City of Arvada Annex Building
  - 8001 Ralston Road
  - Arvada, Colorado 80002

  Between the hours of 8:30 A.M. to 4:30 P.M., weekdays.

**FOR FURTHER INFORMATION:**

Please contact Ms. Wendy Brazzell at: wbrazzell@arvada.org or call 720-898-7494, between 8:00 A.M. to 5:00 P.M., weekdays.

Published: Arvada Press
          October 31, 2019
Consolidated Housing and Community Development Plan

Consolidated Strategy and Plan Submission for Housing and Community Development Programs
City of Arvada, Colorado 2020 - 2024
Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Consolidated Housing and Community Development Plan -

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

To Provide a Consolidated Strategy and Plan Submission for Housing and Community Development Programs for the City of Arvada.

3. Evaluation of past performance

The July 2, 2019 HUD review letter of the City Consolidated Annual Performance and Evaluation Reporting For Entitlement Grantee for 2018 Program Year stated “... we have determined that the City has the continuing capacity to administer its CPD funded Programs. The activities undertaken are consistent with Arvada’s HUD-approved Consolidated Plan, and the City continues to make progress in meetings its housing and community development goals.

4. Summary of citizen participation process and consultation process

The Arvada Citizen Participation Plan provides for and encourages citizen participation including involvement of low income residents where housing and community development funds may be spent as outlined in the Plan elements that follow. The City will take actions that are appropriate and reasonable for the participation of all its residents including minorities and non-English speaking persons as well as persons with mobility, visual, or hearing impairments to participate in the development process of the Consolidated Strategy and plan Submission for Housing and Community Development Programs.

5. Summary of public comments

A nonprofit, Carin Clinic, presented comments at the first public hearing regarding their program and application submitted for human services funding support from the City.

6. Summary of comments or views not accepted and the reasons for not accepting them

None
The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<table>
<thead>
<tr>
<th>Agency Role</th>
<th>Name</th>
<th>Department/Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG Administrator</td>
<td>ARVADA</td>
<td>Housing Preservation and Resources</td>
</tr>
</tbody>
</table>

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

City of Arvada

Housing Preservation and Resources

8001 Ralston Road

Arvada, Colorado 80002
PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. **Introduction**

The Arvada Citizen Participation Plan provides for and encourages citizen participation including involvement of low income residents where housing and community development funds may be spent as outlined in the Plan elements that follow. The City will take actions that are appropriate and reasonable for the participation of all its residents including minorities and non-English speaking persons as well as persons with mobility, visual, or hearing impairments to participate in the development process of the Consolidated Strategy and plan Submission for Housing and Community Development Programs.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate public agencies including internal City Departments by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their input.

Maintenance of a mailing list of persons, agencies, or groups that have requested they be notified of when proposals for funding or review of the Consolidated Plan including the Action Plan: One Year Use of Funds will occur. That list will be updated and utilized to mail notices prior to hearing dates as they occur.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

Maintenance of a mailing list of persons, agencies, or groups that have requested they be notified of when proposals for funding or review of the Consolidated Plan including the Action Plan: One Year Use of Funds will occur. That list will be updated and utilized to mail notices prior to hearing dates as they occur.

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate social service agencies the housing needs of children, minorities, the elderly, the disabled, the homeless, and other special populations within the community by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their participation. The City will also provide highlighted information on the appropriate City webpage. In addition a banner notice will be placed on the City webpage and social media will be utilized to provide a broader reach to the public.
Two public hearings will be scheduled before the City Council with appropriate notice published in the Arvada Press as set forth in the City Citizen Participation Plan.

The following information and assistance was directly requested from 57 separate social service, housing and special needs agencies or non-profit groups or agencies serving the disadvantaged in the community and region:

The City of Arvada would like to invite your participation in the preparation of the City Consolidated Plan. We would like to request written input on what your agency or group perceives to be specific housing and community development needs within the City of Arvada. We would like to especially request information on the needs of Children, Minority Groups, the Elderly, the Disabled (including persons with HIV/AIDS and their families), the Homeless, and other members of the community with special needs.

We would also like to request any specific data you may have relative to the size, income, ethnicity and characteristics of these special needs populations along with the source of the data.

In addition the City would like to request your input on strategies or approaches you would recommend to help address Arvada’s housing and community development needs.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City receives requests from agencies such as MDHI regarding obtaining Certifications of Consistency for funding applications regarding ESG and similar funding opportunities and the City responds promptly to those requests.

2. **Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**
Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The array of other agency types consulted also covered those not marked as consulted on the list.

Other local/regional/state/federal planning efforts considered when preparing the Plan

<table>
<thead>
<tr>
<th>Name of Plan</th>
<th>Lead Organization</th>
<th>How do the goals of your Strategic Plan overlap with the goals of each plan?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuum of Care</td>
<td>MDHI</td>
<td>Varied activities and funding applications by MDHI entities are reviewed for compliance with the City Consolidated Plan</td>
</tr>
<tr>
<td>City of Arvada Comprehensive Plan</td>
<td>City of Arvada</td>
<td>The City Comprehensive Plan is closely coordinated with, and is consulted with, and overlaps a large portion of the Consolidated Plan</td>
</tr>
<tr>
<td>Arvada City Council Strategic Plan</td>
<td>City of Arvada</td>
<td>Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.</td>
</tr>
</tbody>
</table>

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate public agencies including internal City Departments by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their input.

In the process of preparing its Consolidated Plan, the City will obtain appropriate information provided by the US Department of Housing and Urban Development or other State and County agencies on existing data on hazards and poisonings from lead based paint and on the addresses of housing units in which children identified as lead poisoned reside if available.

The Director of the Arvada Housing Authority will be included in the process of preparing notices for the Consolidated Plan.

The normal process of environmental review for HUD funded projects proposed in the Consolidated Plan will provide an additional means by which other public entities serving the community will be informed about and provided with the opportunity to comment on projects or programs proposed for funding.
A variety of Arvada Departments and related agencies are utilized in the preparation and implementation of the Consolidated Plan including:

US Department of Housing and Urban Development, City Council for the City of Arvada, Planning Commission for the City of Arvada, City of Arvada City Manager’s Office City of Arvada Community Development Department, Housing and Neighborhood Revitalization Division, Arvada Housing Authority, City of Arvada Finance Department, City of Arvada Public Works Department, The Metropolitan Denver Homeless Initiative & The Colorado Department of Human Services, Metropolitan Denver Homeless Initiative (MDHI), Jefferson County Housing Authority and Housing Colorado among others
PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation
   Summarize citizen participation process and how it impacted goal-setting

The City has an approved Citizen Participation Plan which the City follows regarding CDBG for the Five Year Consolidated Plan and Annual Action. Plans and CAPER

Citizen Participation Outreach

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Mode of Outreach</th>
<th>Target of Outreach</th>
<th>Summary of response/attendance</th>
<th>Summary of comments received</th>
<th>Summary of comments not accepted and reasons</th>
<th>URL (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Hearing</td>
<td>Non-targeted/broad community</td>
<td>Primary entities in attendance nonprofit social service and disadvantaged care providers</td>
<td>Requests for funding assistance received from one nonprofit entity the Carin Clinic</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Newspaper Ad</td>
<td>Non-targeted/broad community</td>
<td>See Public Hearing</td>
<td>See public Hearing</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>Sort Order</td>
<td>Mode of Outreach</td>
<td>Target of Outreach</td>
<td>Summary of response/attendance</td>
<td>Summary of comments received</td>
<td>Summary of comments not accepted and reasons</td>
<td>URL (If applicable)</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>3</td>
<td>Internet Outreach</td>
<td>Non-English Speaking - Specify other language: varied</td>
<td>Applications for funding assistance from non-profit entities. Input from community advocacy group</td>
<td>Varied</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-targeted/broad community</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Dedicated City webpage</td>
<td>Minorities</td>
<td>Several letters with information provided as requested in letter</td>
<td>varied depending on groups responding</td>
<td>none</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Persons with disabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-targeted/broad community</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Residents of Public and Assisted Housing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>varied social service providers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sort Order</td>
<td>Mode of Outreach</td>
<td>Target of Outreach</td>
<td>Summary of response/attendance</td>
<td>Summary of comments received</td>
<td>Summary of comments not accepted and reasons</td>
<td>URL (If applicable)</td>
</tr>
<tr>
<td>------------</td>
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<td>------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>5</td>
<td>Dedicated City webpage</td>
<td>Non-English Speaking - Specify other language: varied Non-targeted/broad community</td>
<td>hits on site. Funding applications submitted by non-profit entities</td>
<td>funding applications</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Entities seeking application</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Dedicated City webpage</td>
<td>Persons with disabilities Non-targeted/broad community Community representatives from varied backgrounds</td>
<td>Committee met to consider applications for public services funding through CDBG and City Human Services Fund funding to apply specific criteria to formulate recommendations to City Council for use of funds</td>
<td>21 applications received</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>Sort Order</td>
<td>Mode of Outreach</td>
<td>Target of Outreach</td>
<td>Summary of response/attendance</td>
<td>Summary of comments received</td>
<td>Summary of comments not accepted and reasons</td>
<td>URL (If applicable)</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>7</td>
<td>Dedicated City webpage</td>
<td>Minorities, Non-English Speaking - Specify other language: Spanish</td>
<td>NA</td>
<td>NA</td>
<td>none</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Persons with disabilities, Non-targeted/broad community</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 4 – Citizen Participation Outreach
Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section of the Consolidated Plan examines housing, community, and economic development needs of residents. As required by HUD, the assessment is based on an analysis of “disproportionate needs” tables—discussed below—and informed by public consultation. The Needs Assessment section covers the following areas: Housing Needs. Increases in home values and rents have made housing affordability among the most pressing needs among low to moderate income residents, especially renters. Cost burden and severe cost burden are the most common housing problems in the city. Households with disproportionately greater needs. Low income households and residents belonging to a racial/ethnic minority are more affected by housing problems than higher income and non-Hispanic white households. Minority householders—particularly African American and Hispanic householders—also have lower rates of home ownership than non-Hispanic white householders. Public Housing / Housing Choice Vouchers. The City does not own or operate Public Housing units but does administer 490 vouchers. Funding levels for the Housing Choice Voucher Program have involved prorations of Federal funding for the Program that are inadequate to allow the program to meet the needs of the low income households it serves. People Experiencing Homelessness. Homelessness in Arvada is relatively modest. However, with increasing housing costs, a larger number of households are becoming cost burdened making them at a higher risk for becoming homeless. Non-Homeless Special Needs. Non-homeless special needs populations include households containing persons with a disability, elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness. The needs of each of these individual populations are discussed in section NA-45. Non-Housing Community Development Needs. Non-housing needs for public facilities/infrastructure as well as public services.
NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City of Arvada lies to the northwest of Denver and is a part of the Denver-Aurora-Lakewood, CO Metropolitan Statistical Area. Its proximity to regional job centers including Denver and Boulder via major highways and a new commuter rail system has influenced the city's growth in more urban centers including historic Olde Town Arvada and Greenfield development in the western portion of the city. Arvada’s population grew 16 percent between 2000 and 2017 with the influx of 16,147 people. The total number of households grew more rapidly than population growth during the same period (21%). Median income rose by 48 percent between 2000 and 2017 (from $55,000 to $82,000). The cost of housing has increased substantially in the Denver Metro and Arvada is no exception. Between 2000 and 2017 median rent increased by 77 percent and median home value rose 119 percent. Cost burden and severe cost burden are by far the most common housing problem affecting low and moderate income renter and owner occupied households in Arvada. Fifty-eight percent of low to moderate income renter households (earning less than 100% AMI) and 37 percent of low to moderate income owner households experience cost burden. About 5 percent of low-to moderate income renters live in substandard or overcrowded housing. Among the low-to-moderate income households experiencing cost burden, just over half were renters (53%). One-third (33%) were small related households and another third (34%) were elderly households.

<table>
<thead>
<tr>
<th>Demographics</th>
<th>Base Year: 2000</th>
<th>Most Recent Year: 2017</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>102,153</td>
<td>118,300</td>
<td>16%</td>
</tr>
<tr>
<td>Households</td>
<td>39,019</td>
<td>47,083</td>
<td>21%</td>
</tr>
<tr>
<td>Median Income</td>
<td>$55,184.00</td>
<td>$81,787.00</td>
<td>48%</td>
</tr>
</tbody>
</table>

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:
Consultant

Data Source Comments:

Number of Households Table

<table>
<thead>
<tr>
<th></th>
<th>0-30% HAMFI</th>
<th>&gt;30-50% HAMFI</th>
<th>&gt;50-80% HAMFI</th>
<th>&gt;80-100% HAMFI</th>
<th>&gt;100% HAMFI</th>
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<tbody>
<tr>
<td>Total Households</td>
<td>3,965</td>
<td>4,535</td>
<td>8,170</td>
<td>5,465</td>
<td>23,110</td>
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<tr>
<td>Small Family Households</td>
<td>1,080</td>
<td>1,195</td>
<td>2,695</td>
<td>2,025</td>
<td>12,825</td>
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<tr>
<td>Large Family Households</td>
<td>254</td>
<td>190</td>
<td>314</td>
<td>260</td>
<td>1,965</td>
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<tr>
<td>Household contains at least one person 62-74 years of age</td>
<td>810</td>
<td>1,108</td>
<td>1,634</td>
<td>1,230</td>
<td>4,415</td>
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<tr>
<td>Household contains at least one person age 75 or older</td>
<td>930</td>
<td>1,105</td>
<td>1,310</td>
<td>724</td>
<td>1,445</td>
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<tr>
<td>Households with one or more children 6 years old or younger</td>
<td>0-30% HAMFI</td>
<td>&gt;30-50% HAMFI</td>
<td>&gt;50-80% HAMFI</td>
<td>&gt;80-100% HAMFI</td>
<td>&gt;100% HAMFI</td>
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<td></td>
<td>669</td>
<td>565</td>
<td>1,034</td>
<td>665</td>
<td>1,845</td>
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Table 6 - Total Households Table

Alternate Data Source Name: Consultant
Data Source Comments:
### Housing Needs Summary Tables

#### 1. Housing Problems (Households with one of the listed needs)

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<thead>
<tr>
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<th>Renter</th>
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<th>Owner</th>
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<td>&gt;50-80%</td>
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<td><strong>NUMBER OF HOUSEHOLDS</strong></td>
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<td>Substandard Housing -</td>
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<td>Lacking complete</td>
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<td>1,779</td>
<td>609</td>
<td>105</td>
<td>45</td>
<td>2,538</td>
<td>964</td>
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</tr>
<tr>
<td></td>
<td>225</td>
<td>915</td>
<td>1,325</td>
<td>200</td>
<td>2,665</td>
<td>290</td>
<td>395</td>
<td>1,530</td>
<td>929</td>
<td>3,144</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

|                      | Renter | | | | | | Owner | | | | | |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|                      | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Zero/negative Income (and none of the above problems) | 175 | 0 | 0 | 0 | 175 | 160 | 0 | 0 | 0 | 160 |

Table 7 – Housing Problems Table

Alternate Data Source Name: Consultant
Data Source Comments:

3. Cost Burden > 30%

|                      | Renter | | | | | | Owner | | | | | |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|                      | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Small Related        | 615 | 465 | 585 | 1,665 | 270 | 314 | 945 | 1,529 |
| Large Related        | 219 | 90 | 60 | 369 | 18 | 10 | 88 | 116 |
### Table 9 – Cost Burden > 30%

<table>
<thead>
<tr>
<th></th>
<th>Renter</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0-30% AMI</td>
<td>&gt;30-50% AMI</td>
</tr>
<tr>
<td>Elderly</td>
<td>605</td>
<td>469</td>
</tr>
<tr>
<td>Other</td>
<td>649</td>
<td>605</td>
</tr>
<tr>
<td>Total need by income</td>
<td>2,088</td>
<td>1,629</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 CHAS

### Table 10 – Cost Burden > 50%

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<thead>
<tr>
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<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0-30% AMI</td>
<td>&gt;30-50% AMI</td>
</tr>
<tr>
<td>NUMBER OF HOUSEHOLDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Related</td>
<td>540</td>
<td>110</td>
</tr>
<tr>
<td>Large Related</td>
<td>215</td>
<td>60</td>
</tr>
<tr>
<td>Elderly</td>
<td>515</td>
<td>269</td>
</tr>
<tr>
<td>Other</td>
<td>594</td>
<td>215</td>
</tr>
<tr>
<td>Total need by income</td>
<td>1,864</td>
<td>654</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 CHAS

### Table 11 – Crowding Information – 1/2

<table>
<thead>
<tr>
<th></th>
<th>Renter</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0-30% AMI</td>
<td>&gt;30-50% AMI</td>
</tr>
<tr>
<td>NUMBER OF HOUSEHOLDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single family households</td>
<td>25</td>
<td>85</td>
</tr>
<tr>
<td>Multiple, unrelated family households</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Other, non-family households</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Total need by income</td>
<td>35</td>
<td>93</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 CHAS
Describe the number and type of single person households in need of housing assistance.

Arvada has just over 47,000 households according to the most recent American Community Survey (ACS) data. Twenty-five percent of Arvada households (12,006 households) are single person households. Of the total single person households, 37 percent are headed by an individual 65 years of age or older. Six percent of single person households (780 individuals) are living in poverty and experience housing needs.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disabilities

Twenty one percent of the Arvada households (9,640 households) have a member with a disability. Comprehensive Housing Affordability Strategy (CHAS) data indicate that about 35 percent of households with residents with a disability have one or more housing problems (e.g. cost burden, overcrowding, substandard housing). Persons with disabilities also typically face challenges finding housing that is affordable, accessible, and located near transit and supportive services.

Victims of domestic violence

National incidence rates indicate that 37 percent of women and 34 percent of men aged 18 or older have experienced contact sexual violence, physical violence, or stalking by an intimate partner in their lifetime. Applied to Arvada’s population, these rates suggest that nearly 8,800 residents would be affected. National statistics show that 3.6 percent of women and one percent of men experiencing intimate partner violence need housing services. These rates suggest that over 200 individuals in Arvada are likely to have housing needs resulting from domestic violence. Although the supportive and housing services needed by intimate partner violence (IPV) victims vary, generally, all need health care and counseling immediately following the event and continued mental health support to assist with the traumatic stress disorder related to the event. Victims may also require assistance with substance abuse
and mental health services, both of which are common among IPV victims. Affordable housing is also critical: The National Alliance to End Homelessness argues that a “strong investment in housing is crucial [to victims of domestic violence] ...so that the family or woman is able to leave the shelter system as quickly as possible without returning to the abuse.” The Alliance also reports that studies on homelessness have shown a correlation between domestic violence and homelessness (http://www.endhomelessness.org/pages/domestic_violence).

What are the most common housing problems?

Cost burden and severe cost burden, for both renter and owner households, are the most common housing problems in Arvada. Table 7 shows that 2,538 renter households earning less than 100 percent of AMI experience cost burden and another 2,665 renter households renter households earning less than 100 percent of AMI experience severe cost burden. This compares to 240 renters below 100 percent of AMI living in substandard housing and 235 renters below 100 percent of AMI living in overcrowded or severely overcrowded homes. Similar trends are evident among owner households.

Are any populations/household types more affected than others by these problems?

Overall, renters are more likely than owners to experience housing problems. According to Table 7, 63 percent of renters earning less than 100 percent AMI have at least one housing problem compared to 46 percent of owners earning less than 100 percent of AMI. Renters are also more likely to experience severe housing problems (34%) compared to owners (20%). “Small related” and “elderly” households constitute the largest number of cost burdened households, each accounting for about one-third of all cost burdened households. are the most affected by cost burden. However, extremely low income large households have the highest rate of cost burden—93 percent of these households are cost burdened. Across all household types, those earning less than 30 percent of AMI are the most likely to experience cost burden and severe cost burden.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Households spending 50 percent or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. CHAS data in Table 7 indicate that 4,982 low to moderate income households spend 50 percent or more of their income on housing and therefore are at risk of homelessness.
If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Households spending 50 percent or more of their income on housing are severely cost burdened.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing costs rising more rapidly than wages, job loss or hours being cut back, and housing condition deterioration. Other characteristics commonly linked with housing instability and an increased risk of homelessness include prior history of eviction or foreclosure, being precariously housed, difficulty paying utilities or property taxes, bad credit history, criminal history, mental illness, prior episodes of homelessness, domestic assault, LGBTQ youth, and/or extremely low-income households.

Discussion

In addition to the topics discussed above, the City of Arvada evaluated broadband needs of low- and moderate-income households. Citywide, 87 percent of households have a desktop or laptop computer and 87 percent have a smartphone. Seventy eight percent of households have broadband access by cable, fiber, or DSL and 89 percent have some type of broadband access. However, ACS data indicate that access is much lower for low and moderate income households. In Arvada just 4 percent of households earning $75,000 or more per year are without an internet subscription compared to 37 percent of households earning less than $20,000 per year and 15 percent of households earning between $20,000 and $75,000 per year
**NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

This section provides data on households with disproportionate housing needs. Data are presented by race and ethnicity and income category. Racial categories and ethnicity (Hispanic) are consistent with the definitions used by the U.S. Census. Income ranges correspond to HUD income categories and are based on the area median income for a family of four, which can be found at http://www.huduser.org/portal/datasets/il.html. All data are pre-populated by HUD. According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60 percent of households earning between 50 and 80 percent of the area median income (AMI) have housing problem, and 75 percent of Hispanics in the same income category have a housing problem, Hispanics would have a disproportionate need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need. Income classifications are as follows: 0%-30% AMI is considered extremely low-income, 31%-50% AMI is low-income, 51%-80% AMI is moderate-income, and 81%-100% is middle-income.

**0%-30% of Area Median Income**

<table>
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<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
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<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>3,363</td>
<td>490</td>
<td>335</td>
</tr>
<tr>
<td>White</td>
<td>2,599</td>
<td>435</td>
<td>215</td>
</tr>
<tr>
<td>Black / African American</td>
<td>45</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Asian</td>
<td>44</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>44</td>
<td>35</td>
<td>4</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>620</td>
<td>14</td>
<td>100</td>
</tr>
</tbody>
</table>

*Table 13 - Disproportionally Greater Need 0 - 30% AMI*

**Data Source:** 2011-2015 CHAS

*The four housing problems are:*
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%
**30%-50% of Area Median Income**

<table>
<thead>
<tr>
<th>Housing Problems</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>2,779</td>
<td>1,595</td>
<td>0</td>
</tr>
<tr>
<td>White</td>
<td>2,219</td>
<td>1,340</td>
<td>0</td>
</tr>
<tr>
<td>Black / African American</td>
<td>40</td>
<td>60</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>24</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>10</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>485</td>
<td>195</td>
<td>0</td>
</tr>
</tbody>
</table>

*Table 14 - Disproportionally Greater Need 30 - 50% AMI*

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room 4. Cost Burden greater than 30%

**50%-80% of Area Median Income**

<table>
<thead>
<tr>
<th>Housing Problems</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>3,905</td>
<td>3,760</td>
<td>0</td>
</tr>
<tr>
<td>White</td>
<td>3,135</td>
<td>3,260</td>
<td>0</td>
</tr>
<tr>
<td>Black / African American</td>
<td>55</td>
<td>65</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>74</td>
<td>110</td>
<td>0</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>15</td>
<td>0</td>
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</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>610</td>
<td>305</td>
<td>0</td>
</tr>
</tbody>
</table>

*Table 15 - Disproportionally Greater Need 50 - 80% AMI*

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room 4. Cost Burden greater than 30%
### 80%-100% of Area Median Income

<table>
<thead>
<tr>
<th>Housing Problems</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>1,299</td>
<td>3,819</td>
<td>0</td>
</tr>
<tr>
<td>White</td>
<td>1,129</td>
<td>3,359</td>
<td>0</td>
</tr>
<tr>
<td>Black / African American</td>
<td>20</td>
<td>45</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>70</td>
<td>0</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>130</td>
<td>320</td>
<td>0</td>
</tr>
</tbody>
</table>

*Table 16 - Disproportionally Greater Need 80 - 100% AMI*

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room 4. Cost Burden greater than 30%

**Discussion**

The disproportionate needs of racial and ethnic group in Arvada are summarized by income level below:

**0-30% AMI:** At this income level Black/African American, Asian, and Hispanic households experience disproportionate need relative to white households and the jurisdiction as a whole. Level of disproportionate need in both comparisons among these racial and ethnic populations were between 11 and 14 percentage points higher than need experienced by White residents and need experienced by the jurisdiction as a whole.

**30-50% AMI:** At this income level, Asian households experienced highly disproportionate need relative to both white households and the jurisdiction as a whole. Asian households experienced need at rates 38 percentage points higher than white households and rates 36 percentage points higher than households in the jurisdiction overall.

**50-80% AMI:** At this income level, Hispanic households experienced disproportionate need 18 percentage points higher than the rates of white households and 16 percentage points higher than households in the jurisdiction as a whole.

**80-100% AMI:** At this income level, there are no disproportionate need based on race and ethnicity.
NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section discusses severe housing needs as defined by HUD, using HUD-prepared housing needs data. The tables show the number of Arvada households that have severe housing needs by income, race, and ethnicity. As stated above, a disproportionately greater need exists when the members of a racial or ethnic group at a particular income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60 percent of all low-income households within a jurisdiction have a housing problem and 72 percent of low-income Hispanic households have a housing problem. In this case, low-income Hispanic households have a disproportionately greater need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need. Income classifications are as follows: 0%-30% AMI is considered extremely low-income, 31%-50% AMI is low-income, 51%-80% AMI is moderate-income, and 81%-100% is middle-income.

0%-30% of Area Median Income

<table>
<thead>
<tr>
<th>Severe Housing Problems*</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>2,848</td>
<td>1,005</td>
<td>335</td>
</tr>
<tr>
<td>White</td>
<td>2,189</td>
<td>855</td>
<td>215</td>
</tr>
<tr>
<td>Black / African American</td>
<td>45</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Asian</td>
<td>24</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>44</td>
<td>35</td>
<td>4</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>535</td>
<td>95</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%
30%-50% of Area Median Income

<table>
<thead>
<tr>
<th>Severe Housing Problems*</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>1,474</td>
<td>2,915</td>
<td>0</td>
</tr>
<tr>
<td>White</td>
<td>1,189</td>
<td>2,375</td>
<td>0</td>
</tr>
<tr>
<td>Black / African American</td>
<td>10</td>
<td>90</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>24</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>10</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>240</td>
<td>445</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

<table>
<thead>
<tr>
<th>Severe Housing Problems*</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>1,050</td>
<td>6,620</td>
<td>0</td>
</tr>
<tr>
<td>White</td>
<td>850</td>
<td>5,540</td>
<td>0</td>
</tr>
<tr>
<td>Black / African American</td>
<td>0</td>
<td>125</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>40</td>
<td>144</td>
<td>0</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>10</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>150</td>
<td>765</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%
80%-100% of Area Median Income

<table>
<thead>
<tr>
<th>Severe Housing Problems*</th>
<th>Has one or more of four housing problems</th>
<th>Has none of the four housing problems</th>
<th>Household has no/negative income, but none of the other housing problems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>170</td>
<td>4,949</td>
<td>0</td>
</tr>
<tr>
<td>White</td>
<td>170</td>
<td>4,324</td>
<td>0</td>
</tr>
<tr>
<td>Black / African American</td>
<td>0</td>
<td>65</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>70</td>
<td>0</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>0</td>
<td>445</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

The disproportionate needs of racial and ethnic group in Arvada are summarized by income level below:

0-30% AMI: At this income level, Black/African American and Hispanic households experience disproportionate needs pertaining to severe housing problems at rates 28 percentage points and 13 percentage points higher than White households at the same income level.

30-50% AMI: At this income level, Asian households experience disproportional needs pertaining to severe housing problems at rates 67 percentage points higher than White households at the same income level.

50-80% AMI: At this income level, American Indian/Alaskan Native households experience disproportionate needs pertain to severe housing problems at rates 58 percentage points higher than White households at the same income level. There were, however, only 10 total households with 4 reporting severe housing needs.
NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section provides data on households with disproportionate levels of housing cost burden. Housing cost burden occurs when households pay more than 30 percent of their gross household income toward housing costs, which includes utilities. Severe housing cost burden occurs when housing costs are 50 percent or more of gross household income. As described above, a disproportionately greater need exists when the members of a racial or ethnic group at a particular income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60 percent of all low-income households within a jurisdiction have a housing problem and 72 percent of low-income Hispanic households have a housing problem. In this case, low-income Hispanic households have a disproportionately greater need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need.

Housing Cost Burden

<table>
<thead>
<tr>
<th>Housing Cost Burden</th>
<th>&lt;=30%</th>
<th>30-50%</th>
<th>&gt;50%</th>
<th>No / negative income (not computed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction as a whole</td>
<td>31,850</td>
<td>7,234</td>
<td>5,205</td>
<td>335</td>
</tr>
<tr>
<td>White</td>
<td>28,010</td>
<td>5,950</td>
<td>4,210</td>
<td>215</td>
</tr>
<tr>
<td>Black / African American</td>
<td>195</td>
<td>110</td>
<td>55</td>
<td>4</td>
</tr>
<tr>
<td>Asian</td>
<td>570</td>
<td>65</td>
<td>93</td>
<td>10</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>129</td>
<td>4</td>
<td>65</td>
<td>4</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>2,630</td>
<td>1,065</td>
<td>760</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

Black/African American households disproportionately experience cost burden at a rate 14 percentage points greater than White households. American Indian/Alaska Native households disproportionately experience severe cost burden at a rate 21 percent greater than White households.
NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60 percent of households earning between 50 and 80 percent of the area median income (AMI) have a housing problem, and 75 percent of Hispanic households in the same income category have a housing problem, Hispanic households would have a disproportionate need. The HUD data discussed above in Sections NA-15 and NA-20 indicate that disproportionately high needs exist for the following households: At the 0-30% AMI income level, Black/African American, Asian, and Hispanic households experience housing problems disproportionately relative to White households and the jurisdiction as a whole. Rate of need in both comparisons among these racial and ethnic populations was between 11 and 14 percentage points higher than their counterpart households at that same income level. Black/African American households at this income level have severe cost burden rates at 28 percentage points and 13 percentage points higher than White households. At the 30-50% AMI income level, Asian households experienced highly disproportionate need based on housing problems relative to both white households and the jurisdiction as a whole. Asian households experienced need at rates 38 percentage points higher than white households and 36 percent higher than households in the jurisdiction overall. A high proportion of the housing problems are associated with cost burden. Asian households experience disproportionate needs pertaining to severe housing problems at rates 67 percentage points higher than White households at this same income level. At the 80-100% AMI income level, non-white Hispanic households experienced disproportionate need 18 percentage points higher than the rates of white households and 16 percent higher than households in the jurisdiction as a whole.

If they have needs not identified above, what are those needs?

The needs identified above focus on the HUD-defined categories of housing problems: cost burden, overcrowding (more than 1 person per room), lacking complete kitchen facilities, and lacking complete plumbing facilities. Differences in housing needs by race and ethnicity can also be assessed by differences in homeownership and access to capital. Overall, racial/ethnic minorities in Arvada have lower rates of homeownership (60%) than non-Hispanic whites (76%). Ownership is particularly low for African American householders (39%) and Hispanic householders (56%).
Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Maps made available via the HUD Affirmatively Furthering Fair Housing Data and Mapping Tool allow for further exploration of the geographic patterns of cost burden and poverty as well as the geographic location of populations based on race and ethnicity. Arvada does not contain any HUD designated racial/ethnic concentration and areas of poverty concentration (R/ECAPs), however there are several R/ECAP areas near the city’s eastern edge. Racially/ethnically-concentrated areas of poverty (R/ECAPs), per HUD’s definition, involve a racial/ethnic concentration threshold and a poverty test. The racial/ethnic concentration is defined by a non-White population of 50 percent or more while the poverty threshold is defined as 40 percent or more of individuals living at or below the poverty line or is three or more times the average tract poverty rate for the metropolitan/micropolitan area, whichever threshold is lower. The Housing Cost Burden and Race/Ethnicity Map below reveals that Hispanic populations are the most concentrated along the south and eastern edge of the city. These concentrated areas also correspond with areas of higher population density overall. Census tracts in the city’s southeast and northeast corner also have relatively high rates of cost burden. The housing cost burden by nation of origin map below reveals that there are also areas of nation of origin concentration that correspond areas of higher rates of cost burdened households. Specifically, individuals of Russian origin are concentrated in the city’s southeast and north east areas where there are higher rates of cost burden.
NA-35 Public Housing – 91.205(b)

Introduction

The Arvada Housing Authority operates a Section 8 Housing Choice Voucher Program for very low income renter households and has done so since 1976. Through that Program, eligible very low-income households receive a subsidy to assist in paying a portion of the contract rent those households must pay for rental housing.

Totals in Use

| Program Type | Certificate | Mod-Rehab | Public Housing | Vouchers |  | Special Purpose Voucher |
|--------------|-------------|-----------|----------------|----------|----------|------------------------|-----------|
|              |             |           |                | Total    | Project - based | Tenant - based | Veterans Affairs Supportive Housing |
|              |             |           |                |          |                |           | Family Unification Program |
|              |             |           |                |          |                |           | Disabled * |
| # of units vouchers in use | 0 | 0 | 0 | 490 | 0 | 490 | 0 | 0 |

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

| Program Type | Certificate | Mod-Rehab | Public Housing | Vouchers |  | Special Purpose Voucher |
|--------------|-------------|-----------|----------------|----------|----------|------------------------|-----------|
|              |             |           |                | Average Annual Income |  |             |
|              |             |           |                |          |          |           | Veterans Affairs Supportive Housing |

Average Annual Income

Consolidated Plan

ARVADA

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OMB Control No: 2506-0117 (exp. 06/30/2018)
### Program Type

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Certificate</th>
<th>Mod-Rehab</th>
<th>Public Housing</th>
<th>Vouchers Total</th>
<th>Project - based</th>
<th>Tenant - based</th>
<th>Special Purpose Voucher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Veterans Affairs Supportive Housing</td>
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<td></td>
<td>Family Unification Program</td>
</tr>
<tr>
<td>Average length of stay</td>
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<td>0</td>
<td>6</td>
<td>0</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>Average Household size</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td># Homeless at admission</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td># of Elderly Program Participants (&gt;62)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>174</td>
<td>0</td>
<td>174</td>
<td>0</td>
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<tr>
<td># of Disabled Families</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>108</td>
<td>0</td>
<td>108</td>
<td>0</td>
</tr>
<tr>
<td># of Families requesting accessibility features</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>490</td>
<td>0</td>
<td>490</td>
<td>0</td>
</tr>
<tr>
<td># of HIV/AIDS program participants</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td># of DV victims</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Table 23 – Characteristics of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

### Race of Residents

<table>
<thead>
<tr>
<th>Race</th>
<th>Certificate</th>
<th>Mod-Rehab</th>
<th>Public Housing</th>
<th>Vouchers Total</th>
<th>Project - based</th>
<th>Tenant - based</th>
<th>Special Purpose Voucher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Veterans Affairs Supportive Housing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Family Unification Program</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disabled *</td>
</tr>
<tr>
<td>White</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>446</td>
<td>0</td>
<td>446</td>
<td>0</td>
</tr>
<tr>
<td>Black/African American</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26</td>
<td>0</td>
<td>26</td>
<td>0</td>
</tr>
</tbody>
</table>

**Consolidated Plan**

**ARVADA**

**OMB Control No:** 2506-0117 (exp. 06/30/2018)
### Program Type

<table>
<thead>
<tr>
<th>Race</th>
<th>Certificate</th>
<th>Mod-Rehab</th>
<th>Public Housing</th>
<th>Vouchers</th>
<th>Project-based</th>
<th>Tenant-based</th>
<th>Special Purpose Voucher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Total</td>
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<td>Veterans Affairs</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Supportive Housing</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Family Unification</td>
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<td></td>
<td></td>
<td></td>
<td>Program</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disabled</td>
</tr>
<tr>
<td>Asian</td>
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<td>0</td>
<td>0</td>
<td>14</td>
<td>0</td>
<td>14</td>
<td>0</td>
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<tr>
<td>American Indian/Alaska Native</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>4</td>
<td>0</td>
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<td>Pacific Islander</td>
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<td>0</td>
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<td>0</td>
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<td>Other</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

**Table 24 – Race of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

### Ethnicity of Residents

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Certificate</th>
<th>Mod-Rehab</th>
<th>Public Housing</th>
<th>Vouchers</th>
<th>Project-based</th>
<th>Tenant-based</th>
<th>Special Purpose Voucher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>Veterans Affairs</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Supportive Housing</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td>Family Unification</td>
</tr>
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<td></td>
<td></td>
<td>Program</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disabled</td>
</tr>
<tr>
<td>Hispanic</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>130</td>
<td>0</td>
<td>130</td>
<td>0</td>
</tr>
<tr>
<td>Not Hispanic</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>360</td>
<td>0</td>
<td>360</td>
<td>0</td>
</tr>
</tbody>
</table>

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

**Table 25 – Ethnicity of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)
Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City does not have or operate Public Housing units. There are 490 vouchers as revealed in Table 22. All of the vouchers are tenant-based.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Authority maintains a waiting list for individuals and families in need of a housing subsidy. There are currently 198 households on the waiting list. Over the past year, 69 new households were issued vouchers and of those households, 53 were housed through the program. The most immediate need regarding residents is for the Federal government to provide an adequate level of funding to properly operate the Program and fully utilize the 508 baseline count of units. The reduced funding provided by the US Department of Housing and Urban Development (HUD) for the program in the last year has limited the Authority to assist an average of about 491 households a month over the last twelve months at any one time.

How do these needs compare to the housing needs of the population at large

This priority need is related to adequate Federal funding of the primary methods by which very low income renters in the community can secure assistance to make their living costs affordable.

Discussion

Funding levels for the Housing Choice Voucher Program have involved prorations of Federal funding for the Program that are inadequate to allow the program to meet its baseline count of housing assistance it can provide.
NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Point-in-Time (PIT) survey conducted by the Metropolitan Denver Homeless Initiative (MDHI) generates a “snapshot” of the individuals and families who are experiencing homelessness in our metropolitan Denver communities. MDHI and stakeholders in the seven county metro Denver areas conducted a Point-In-Time (PIT) survey during the week of January 28, 2019. The full report is posted at http://mdhi.org/. This overview provides responses from interviewees and anyone in the household. The data below is for all of Jefferson County as a breakout for Arvada is not generated. It is important to note that research base homelessness surveys typically undercount homeless populations. People may enter and leave homelessness throughout the year – the Point-In-Time Survey is an approximate one day snap shot of homelessness in metro Denver.

Homeless Needs Assessment

<table>
<thead>
<tr>
<th>Population</th>
<th>Estimate the # of persons experiencing homelessness on a given night</th>
<th>Estimate the # experiencing homelessness each year</th>
<th>Estimate the # becoming homeless each year</th>
<th>Estimate the # exiting homelessness each year</th>
<th>Estimate the # of days persons experience homelessness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sheltered Unsheltered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Persons in Households with Adult(s) and Child(ren)</td>
<td>65 546</td>
<td>611</td>
<td>144</td>
<td>611</td>
<td>30</td>
</tr>
<tr>
<td>Persons in Households with Only Children</td>
<td>212 0</td>
<td>212</td>
<td>0</td>
<td>212</td>
<td>30</td>
</tr>
<tr>
<td>Persons in Households with Only Adults</td>
<td>102 0</td>
<td>102</td>
<td>0</td>
<td>102</td>
<td>30</td>
</tr>
<tr>
<td>Chronically Homeless Individuals</td>
<td>102 0</td>
<td>102</td>
<td>0</td>
<td>102</td>
<td>30</td>
</tr>
<tr>
<td>Chronically Homeless Families</td>
<td>248 0</td>
<td>248</td>
<td>0</td>
<td>248</td>
<td>30</td>
</tr>
<tr>
<td>Veterans</td>
<td>10 0</td>
<td>10</td>
<td>0</td>
<td>10</td>
<td>30</td>
</tr>
<tr>
<td>Unaccompanied Child</td>
<td>0 0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
Table 26 - Homeless Needs Assessment

<table>
<thead>
<tr>
<th>Population</th>
<th>Sheltered</th>
<th>Unsheltered</th>
<th>Estimate the # of persons experiencing homelessness on a given night</th>
<th>Estimate the # experiencing homelessness each year</th>
<th>Estimate the # becoming homeless each year</th>
<th>Estimate the # exiting homelessness each year</th>
<th>Estimate the # of days persons experience homelessness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Persons with HIV</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Data Source Comments: Metro Denver Homeless Initiative - 2014 State of Homelessness - Annual Assessment of Homelessness - Jefferson County

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

In Jefferson County, unaccompanied youth constituted 5 percent (21 individuals) of the total homeless population most of whom (17 individuals) were sheltered in an emergency shelter. Eight percent or 22 individuals experiencing homelessness were veterans. None of these veterans were accompanied by family members. Of the total 434 households experiencing homelessness, 236 households (54%) were households with at least one adult and at least one child. There 54 people experiencing chronic homelessness representing 12 percent of the homeless population. Nine percent of the homeless populations were newly homeless in 2019.
Nature and Extent of Homelessness: (Optional)

<table>
<thead>
<tr>
<th>Race:</th>
<th>Sheltered:</th>
<th>Unsheltered (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Black or African American</td>
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<td>0</td>
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<tr>
<td>Asian</td>
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<td>0</td>
</tr>
<tr>
<td>American Indian or Alaska</td>
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</tr>
<tr>
<td>Native</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Ethnicity:</td>
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<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Not Hispanic</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Data Source

Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Denver Metro Homeless Initiative 2019 Point in Time report for all of Jefferson County counted a total of 424 homeless people -- 124 unsheltered, 112 emergency sheltered, and 198 in transitional housing. In this population, there were 22 veteran, 63 families, 21 unaccompanied youth, and 33 fleeing domestic violence.


In Jefferson County, the majority of the homeless population (61%) were White. Twelve percent of the homeless population were Black/African American. Twenty percent of the homeless population were Hispanic/Latino.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The majority of the 124 unsheltered individuals (95%) were households without children. Of the 236 households with at least one adult and at least one child, the majority (82%) were in transitional housing.

Discussion:

Homelessness in Arvada and Jefferson County, like homelessness across the Metro Denver region is an increasing issue as rising cost of living increasingly puts a greater number of households at risk of becoming homeless.
NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section provides data and information about special needs populations in Arvada, including households containing persons with a disability (hearing/vision limitation, ambulatory limitation, cognitive limitation or self-care/independent living limitation), elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness. The characteristics of these populations are described below.

Describe the characteristics of special needs populations in your community:

Housing and supportive service needs for Arvada’s non-homeless special needs populations are described below. Needs were determined either through occurrence of HUD-defined housing problems, income/employment status, and stakeholder engagement.

What are the housing and supportive service needs of these populations and how are these needs determined?

Disability: In Arvada, about 10 percent of the population live with mental, physical, and/or developmental disabilities. Overall, 9,640 households in Arvada include at least one member with a hearing, vision, cognitive, ambulatory, self-care and independent living difficulty. Thirty-five percent of these households experience at least one of the HUD-defined housing problems. Additional housing-related challenges that are not captured in the HUD-defined problems include accessibility, access to transit, and problems related to requesting reasonable accommodations.

Elderly Households: In Arvada, 14,711 households include at least one person over the ages of 62 years (representing 31% of the total households in Arvada). Twenty-three percent of those households are cost burdened. Senior households may be less able to cope with increasing housing costs (rents for renters and property taxes for owners) as they are more likely to be living on a fixed retirement income. National surveys indicate that most seniors desire to age in place but may need accessibility modifications as they age and may need additional support services in order to properly maintain their home and property. Many may also require transportation services and in-home health care at certain stages. Nationally, areas where older adults face the largest share of life’s challenges include caregiving, health and mental health, in-home support, nutrition and food security and transportation. Arvada already has one of the highest proportions of seniors in the metro and that age cohort is expected to continue to grow. DOLA forecasts indicate there will be modest growth in the zero to thirty-nine year old (young) category, minimal change in the forty to fifty-nine population (middle aged), and considerable growth in the sixty years and up population. This changing demographic will ultimately have effects on community design, architecture, accessibility, mobility, community amenities, and city...
services. Arvada’s current housing stock may pose challenges for seniors wishing to age in place, downsize, and find accessible, walkable housing options.

**Large Families:** In Arvada, 2,983 households are defined as large families. According to CHAS data provide by HUD, 485 of those households (16%) have some type of housing need. The most common housing need is related to cost burden but large households are also be more susceptible to overcrowding (CHAS data do not provide enough detail to quantify the number of large family households that are overcrowded). Female Headed Households with Children. There are 1,674 female headed households with children in Arvada. The poverty rate for these households is 24 percent—much higher than the citywide family poverty rate of 5 percent. The 400 female headed households with children living in poverty are the most likely to struggle with rising housing costs and may need unique supports given the challenges they face.

**Limited English Proficient Households:** In Arvada, 415 households are defined as Limited English Proficient Households. These households may have trouble accessing resources and/or housing-related documents in their native language.

**At risk of homelessness:** Households spending 50 percent or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. There are 5,048 households with incomes between zero and 80 percent MFI that are at risk of homelessness. This represents 23 percent of households in this income range.

**Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

AIDS is an interactive online mapping tool that visualizes the impact of the HIV epidemic on communities across the United States. According to 2016 AIDS Prevalence data for Jefferson County, there are 806 cases of HIV/AIDS in Jefferson County. The vast majority (86%) of cases are male individuals and 39 percent of the cases are individuals over 55 years of age. The majority cases (67%) are cases where individuals identify as men who have sex with men (MSM). The number of persons living with HIV/AIDS in Arvada, bases on PLWHA estimates, is 313 total.

**Discussion:**

As described above, Arvada has a range of non-homeless special needs including households experiencing disability (hearing/vision limitation, ambulatory limitation, cognitive limitation or self-care/independent living limitation), elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness.
NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

The Arvada 2019-2020 capital Improvement plan, the city identifies transportation, parks and recreation, and utilities among its public facility needs. The City’s 2014-2019 Strategic Plan highlights the infrastructure needs related to sidewalk improvements, trails/open space, and energy efficiency improvements at public facilities.

How were these needs determined?


Describe the jurisdiction’s need for Public Improvements:

Arvada adopted a Performance-based Budgeting program, FOCUS, in 2013 and this program continues to act as the foundation of Arvada’s budget process. When its implementation was underway in 2013, City Council adopted a new Strategic Plan for the City. On June 3, 2019, City Council adopted the fifth revision to that plan, which included the following goals for public improvements: By 2019, the City will have 100% of the water needed for build-out of the City as defined by the Comprehensive Plan. By 2019, 20% of all sidewalk gaps selected from the Transportation Committee inventory and approved by City Council will be built according to the then current code requirements. By 2019, 100% of all identified trail gaps and connection points recognized in the City’s Parks, Trails and Open Space Master Plan and Bicycle Master Plan as identified by the Arvada Park Advisory Committee and as approved by City Council are built/completed. By 2019, energy consumed at City facilities will be reduced or offset by 8% from 2013 usage, based on a combination of conservation and renewable energy sources (moved to work system performance measure). By 2019, the use of alternate travel modes for commuting to work by Arvada residents will increase from 12% to 15%. By 2019, create a strategic partnership between the City of Arvada, State of Colorado, Jefferson County and City of Wheat Ridge to determine the potential of utilizing the Ridge Home site for community based attainable housing. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By 2019, 50% of identified neighborhoods, who in 2013 did not have organized groups, will have organized neighborhood associations, HOA’s, Councils or other leadership/engagement groups with whom the City can liaison.

How were these needs determined?

Describe the jurisdiction’s need for Public Services:

Transportation: “Many of the aspects of designing an age-friendly community -- walkable downtowns, cohesive transit networks, mixed-use urban villages -- are the same things smart growth advocates have been pushing for 20 years. By making the space accessible for seniors, you’re making it more accessible for everyone else.” (Governing Magazine). In particular, wide sidewalks and trails, free of trip hazards, are essential to seniors, for whom a fall could mean a broken hip. Transit access, even door-to-door access may be necessary for seniors who have lost their ability to drive, or have limited mobility otherwise. Surveys show that the primary concern about getting older is transportation. Arvada and RTD will need to consider how to make transit service available to older populations, since many seniors will become increasingly dependent on buses and rail as they stop driving. Seniors don’t want to lose their independence, so programs that teach seniors how to use the bus system and read schedules play an important role. Some bus routes may need to be altered to reach 1) origination points (residential neighborhoods) are reached as some seniors may not be able to walk the standard 1/2 mile distance to a bus stop, and 2) destinations that seniors are most interested in visiting, including pharmacies and medical facilities.

Senior Services: Arvada may need to expand senior services and programs to encourage daily activity and socialization. Aging population will need appropriate services such as in-home health assistance, meals on wheels, social activities, housekeeping assistance, and finally, friends, family, and neighbors who watch out for the elderly. There will also be a greater demand for cultural activities; particularly those that help seniors remain engaged in the community. Police, Fire, and Code Enforcement will see more calls for service. Many of these calls will be due to the special needs of an aging population that spend most of their time at home rather than at work. The Fire Department, for example, may get more calls for routine help. Arvada may want to encourage older citizens to avail themselves of the wide range of services provided by the DRCOG Area Agency on Aging (AAA), churches, and other non-profit agencies. The services of the AAA can take some of the load of public safety agencies.

Volunteerism: There will be more citizens needing volunteer service, but the able retired population may be eager to provide volunteer services. Volunteers may be used to keep track of seniors living alone, to provide social stimulus for seniors, or to provide door to door transportation to mobility impaired seniors.

Public Involvement: Because Arvada has a stable population, public involvement will increase. Retired populations will have time to participate in public affairs. Long term residents, proud of their city, may have a difficult time adjusting to changing household compositions, economic development, and changes in the built environment. Older residents can be expected to speak out more forcefully and more frequently in city politics.
Healthy Places Arvada: Healthy Places is designed to inspire and support the development of healthy communities. Through a community-led process, Healthy Places aims to foster a built environment where it is easier, safer, and more appealing to walk, play and engage in daily activities that encourage movement, connection, and fun. The southeast portion of Arvada was selected to participate in the Healthy Places initiative and is working to become a model for active design and healthy living for suburban communities throughout Colorado.

How were these needs determined?

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Arvada’s housing prices—both rental and for-sale—have increased substantially since 2000, with particularly steep increases over the past five years. These trends have exacerbated affordability challenges for residents across the city. As discussed in NA-10, 58 percent of low to moderate income renter households (earning less than 100% AMI) and 37 percent of low to moderate income owner households experience cost burden. As discussed in NA-30, low income households and residents belonging to a racial/ethnic minority are more affected by housing problems than higher income and non-Hispanic white households. The City currently has a 2,275-unit shortage affordable to households earning $25,000 or less per year (see gaps analysis discussion below). The City has very limited options for moderate income households who want to purchase a home year (see gaps analysis discussion below). To examine how well Arvada’s current housing market meets the needs of its residents—and to inform potential future city housing policy—the study conducted a modeling effort called a “gaps analysis.” The analysis compares the supply of rental and for-sale housing at various price points affordable to Arvada households at various income levels. The analysis compares the number of renter households in Arvada in 2017, their income levels, the maximum monthly rent they could afford without being cost-burdened (30% of income), and the number of units in the market that are affordable to them. The analysis has two components: mismatches in the rental market and ownership opportunities for renters wanting to buy. The gaps analysis revealed that the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group’s affordability range. There is not sufficient housing in Arvada for low income renters making less than $25,000 per year—the table below shows the rental gaps for the City of Arvada in 2017 and indicates a shortage of 2,275 units affordable to households earning less than $25,000 per year.
MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

This section provides a broad overview of the types of residential units available in Arvada, including those that target low income residents. The original data in the tool have been updated with 2017 ACS data. Single unit detached structures are by far the most common residential property type contributing 73 percent of the total units. The City’s multifamily housing stock represents about 21 percent of all housing, with single unit attached structure filling the remainder of units. Of the multifamily property types, properties with 20 or more units represent the largest proportion of units and two to four unit properties the smallest proportion. Table 32, Unit Size by Tenure, conveys the bedroom composition of units in Arvada based on tenure. The vast majority (87 percent) of owner occupied units have three or more bedrooms, while the majority (72 percent) of renter occupied units are have two or fewer bedrooms.

All residential properties by number of units

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-unit detached structure</td>
<td>32,445</td>
<td>71%</td>
</tr>
<tr>
<td>1-unit, attached structure</td>
<td>3,400</td>
<td>7%</td>
</tr>
<tr>
<td>2-4 units</td>
<td>2,075</td>
<td>5%</td>
</tr>
<tr>
<td>5-19 units</td>
<td>4,480</td>
<td>10%</td>
</tr>
<tr>
<td>20 or more units</td>
<td>3,285</td>
<td>7%</td>
</tr>
<tr>
<td>Mobile Home, boat, RV, van, etc</td>
<td>198</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>45,883</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS
Map of Assisted Housing
## Location of Assisted Housing

### Unit Size by Tenure

<table>
<thead>
<tr>
<th>No bedroom</th>
<th>Owners</th>
<th></th>
<th>Renters</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
<td>110</td>
<td>0%</td>
<td>530</td>
<td>4%</td>
</tr>
<tr>
<td>1 bedroom</td>
<td>930</td>
<td>2%</td>
<td>5,490</td>
<td>46%</td>
</tr>
<tr>
<td>2 bedrooms</td>
<td>9,840</td>
<td>30%</td>
<td>9,508</td>
<td>78%</td>
</tr>
<tr>
<td>3 or more bedrooms</td>
<td>54,260</td>
<td>166%</td>
<td>8,560</td>
<td>72%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>65,140</strong></td>
<td><strong>198%</strong></td>
<td><strong>24,088</strong></td>
<td><strong>200%</strong></td>
</tr>
</tbody>
</table>

Table 28 – Unit Size by Tenure
Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The map and table show the location and number of assisted housing units in the community. Overall there are 1,506 publicly assisted units within the City of Arvada and another 170 adjacent to the City. About one-third of the assisted units are elderly restricted.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to data maintained by the city, there are 166 units with Section 8 contracts ending during the period of this consolidated plan (before 2026)
Does the availability of housing units meet the needs of the population?

No. The problem is particularly acute for low income renters. For renter households making less than $25,000 per year, there is a shortage of approximately 2,175 units priced in their affordability range. As revealed in the “gaps analysis” (see MA-05) which identifies mismatches among affordable rents and various incomes and availability of units at those rents, the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group’s affordability range. Only 8 percent of rental units were affordable to renters earning less than $25,000 per year, while 27 percent of Arvada’s renters fall in this income range. This mismatch reflects a rental gap of 2,275 units priced below $625 per month. As in many housing markets, homeownership in Arvada is relatively unaffordable to renters in lower income brackets. Though not shown in the table, 37 percent of renters earn between $35,000 and $75,000 per year and could afford a home priced between $189,000 and $284,000 but only 11 percent of homes listed/sold in Arvada in 2018 fell into that price range.

Describe the need for specific types of housing: See Above
MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

This section contains updated cost of housing data from the 2000 Census, 2015 CHAS, and the 2017 ACS. Arvada has a higher percentage of owner-occupied housing (74%) than surrounding communities, including Thornton (70%), Westminster (66%) and Lakewood (59%). Homeownership rates are lowest in some of the most densely populated areas of the city, particularly near Olde Town. The Wadsworth Boulevard and Ralston Road corridors also have relatively low rates. Much of the rest of Arvada, including the entire western and north-central portions, have high homeownership rates—above 80 percent. Arvada has a higher proportion of single-family homes (70%) than Thornton (64%), Westminster (59%) and Lakewood (47%). Arvada's median home value is about $380,000 as of 2017. This is an increase of around 119 percent from the 2000 median value of around $175,000.

Cost of Housing

<table>
<thead>
<tr>
<th></th>
<th>Base Year: 2009</th>
<th>Most Recent Year: 2015</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median Home Value</td>
<td>240,000</td>
<td>257,300</td>
<td>7%</td>
</tr>
<tr>
<td>Median Contract Rent</td>
<td>779</td>
<td>931</td>
<td>20%</td>
</tr>
</tbody>
</table>

Table 29 – Cost of Housing

Alternate Data Source Name: Consultant
Data Source Comments:

<table>
<thead>
<tr>
<th>Rent Paid</th>
<th>Number</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $500</td>
<td>1,585</td>
<td>13.2%</td>
</tr>
<tr>
<td>$500-999</td>
<td>5,515</td>
<td>45.8%</td>
</tr>
<tr>
<td>$1,000-1,499</td>
<td>3,488</td>
<td>29.0%</td>
</tr>
<tr>
<td>$1,500-1,999</td>
<td>995</td>
<td>8.3%</td>
</tr>
<tr>
<td>$2,000 or more</td>
<td>459</td>
<td>3.8%</td>
</tr>
<tr>
<td>Total</td>
<td>12,042</td>
<td>99.9%</td>
</tr>
</tbody>
</table>

Table 30 - Rent Paid

Alternate Data Source Name: Consultant
Data Source Comments:

Housing Affordability

<table>
<thead>
<tr>
<th>% Units affordable to Households earning</th>
<th>Renter</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% HAMFI</td>
<td>700</td>
<td>No Data</td>
</tr>
<tr>
<td>50% HAMFI</td>
<td>2,725</td>
<td>585</td>
</tr>
<tr>
<td>80% HAMFI</td>
<td>7,103</td>
<td>4,860</td>
</tr>
</tbody>
</table>
### Table 31 – Housing Affordability

<table>
<thead>
<tr>
<th>% Units affordable to Households earning</th>
<th>Renter</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% HAMFI</td>
<td>No Data</td>
<td>10,028</td>
</tr>
<tr>
<td>Total</td>
<td>10,528</td>
<td>15,473</td>
</tr>
</tbody>
</table>

Alternate Data Source Name: Consultant
Data Source Comments:

### Table 32 – Monthly Rent

<table>
<thead>
<tr>
<th>Monthly Rent ($)</th>
<th>Efficiency (no bedroom)</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair Market Rent</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>High HOME Rent</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Low HOME Rent</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Data Source Comments:

**Is there sufficient housing for households at all income levels?**

No. As noted above, there is a rental gap of $1,275 units for rental households earning less than $25,000 per year. There is also a shortage of ownership options for households earning less than $75,000 per year. According to HUD tables in the Needs Assessment section, for households making between zero and 80 percent AMI, 9,557 household suffer from cost burden (58% of the households in this income range) and 4,877 households suffer from severe cost burden (30% of the household in this income range).

**How is affordability of housing likely to change considering changes to home values and/or rents?**

Arvada’s housing stock has aged, but new development in the west and near Olde Town is infusing new product into the City. Older, lower-value homes fill the denser eastern reaches of the City, while newer, high-value homes are becoming increasingly abundant in the west. Recent trends reflect significant rises in both rents and home prices, particularly in the last five years. If those trends continue, affordability will continue to decline in future years. There is already a shortage of affordable units and that gap is likely to widen over time as home prices increase faster than incomes. The community’s aging population will likely require a more diverse housing stock than the city currently offers. Many residents over the age of 65 may desire smaller, denser housing units near shopping and community amenities. They will likely require more easily accessible housing as well due to higher incidence of physical disability and decreasing mobility. The ability of the City to create/support housing for extremely low income households may be hampered by limited local resources and declining federal resources to address affordability issues.
How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

For renter households making less than $25,000 per year, there is a shortage of approximately 2,175 units priced in their affordability range. As revealed in the “gaps analysis” (see MA-05) which identifies mismatches among affordable rents and various incomes and availability of units at those rents, the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group’s affordability range. Only 8 percent of rental units were affordable to renters earning less than $25,000 per year, while 27 percent of Arvada’s renters fall in this income range. This mismatch reflects a rental gap of 2,275 units priced below $625 per month. As in many housing markets, homeownership in Arvada is relatively unaffordable to renters in lower income brackets. Though not shown in the table, 37 percent of renters earn between $35,000 and $75,000 per year and could afford a home priced between $189,000 and $284,000 but only 11 percent of homes listed/sold in Arvada in 2018 fell into that price range.
MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of the condition of Arvada’s housing stock. Much of these data are from HUD's 2011-2015 CHAS and the 2017 ACS, which are the most recent data available.

Definitions

Standard Condition: A dwelling unit which meets HUD Section 8 HQS with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sounds foundations, adequate and stable floors, walls, and ceilings, surfaces and woodwork that are not seriously damaged nor have pain deterioration, sound windows and doors, adequate heating, plumbing and electrical systems, adequate insulation and adequate water and sewer systems and are not overcrowded as defined by local code. Substandard condition: A dwelling unit a unit that does not does not meet HUD section 8 HQS which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. Additionally, the dwelling may be overcrowded as defined by local code. Substandard but suitable for rehabilitation: A dwelling unit, at a minimum, does not meet HQS with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation. A “substandard but suitable” dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “standard” dwelling unit.

Condition of Units

<table>
<thead>
<tr>
<th>Condition of Units</th>
<th>Owner-Occupied</th>
<th></th>
<th>Renter-Occupied</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>%</td>
<td>Number</td>
<td>%</td>
</tr>
<tr>
<td>With one selected Condition</td>
<td>6,765</td>
<td>21%</td>
<td>5,715</td>
<td>47%</td>
</tr>
<tr>
<td>With two selected Conditions</td>
<td>55</td>
<td>0%</td>
<td>340</td>
<td>3%</td>
</tr>
<tr>
<td>With three selected Conditions</td>
<td>10</td>
<td>0%</td>
<td>25</td>
<td>0%</td>
</tr>
<tr>
<td>With four selected Conditions</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>No selected Conditions</td>
<td>25,735</td>
<td>79%</td>
<td>5,970</td>
<td>50%</td>
</tr>
<tr>
<td>Total</td>
<td>32,565</td>
<td>100%</td>
<td>12,050</td>
<td>100%</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS
Year Unit Built

<table>
<thead>
<tr>
<th>Year Unit Built</th>
<th>Owner-Occupied</th>
<th>Renter-Occupied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>%</td>
</tr>
<tr>
<td>2000 or later</td>
<td>4,298</td>
<td>13%</td>
</tr>
<tr>
<td>1980-1999</td>
<td>8,780</td>
<td>27%</td>
</tr>
<tr>
<td>1950-1979</td>
<td>18,855</td>
<td>58%</td>
</tr>
<tr>
<td>Before 1950</td>
<td>634</td>
<td>2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>32,567</td>
<td>100%</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

<table>
<thead>
<tr>
<th>Risk of Lead-Based Paint Hazard</th>
<th>Owner-Occupied</th>
<th>Renter-Occupied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>%</td>
</tr>
<tr>
<td>Total Number of Units Built Before 1980</td>
<td>19,489</td>
<td>60%</td>
</tr>
<tr>
<td>Housing Units build before 1980 with children present</td>
<td>2,288</td>
<td>7%</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

<table>
<thead>
<tr>
<th></th>
<th>Suitable for Rehabilitation</th>
<th>Not Suitable for Rehabilitation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant Units</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Abandoned Vacant Units</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>REO Properties</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Abandoned REO Properties</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

Arvada’s housing stock is relatively old. Over 27,000 units or 58 percent of Arvada’s housing was built before 1980. This older building stock is relatively equally divided among renter and owner occupied; however, the selected conditions table indicates housing problems to be more common among the renter-occupied housing stock.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards
As shown in the table above, an estimated 2,288 owner occupied and 1,658 renter occupied housing units in Denver were constructed before 1980 and have children under the age of 18 living in them. If these units contain a proportionate share of persons in poverty as the city’s proportion overall (8% of families with children live in poverty in Arvada), then 183 owner-occupied and 133 renter-occupied housing units could be occupied by low-income families with children that could contain lead based paint hazards.

**Discussion**

Arvada experienced a considerable housing boom between 1950 and 1980. Housing units built during this time period are at higher risk of lead based paint contamination and general are more likely to need repairs from deferred maintenance or failing systems. Renters are more likely to live in units in need of rehabilitation. In addition to the issues described above, the City of Arvada assessed natural hazards risks to low- and moderate-income residents, including risks expected to increase due to climate change. The most common natural disasters likely to cause housing damage in Colorado are tornadoes and hail storms. Extreme weather incidents combined with early snowmelt can create extreme flooding in the Denver metro region. Urban areas can be particularly vulnerable to flooding as water cannot be absorbed into the ground across impervious structures (such as paved streets, parking lots, and building footprints). There are not geographic areas of the city known to have a disproportionately high risk of natural disasters though some residents and businesses may experience disproportionate impacts. Residents most vulnerable are those that depend on hourly wage employment as they do not receive wages if they cannot make it to work or their work is closed during or in the wake of a disaster. Small service-oriented businesses are also vulnerable as they are most impacted by potential closures and are the less likely than larger corporations to be able to weather a stoppage or shortage in cash flow. Low- and moderate-income households may have more difficulty recovering from such housing damage and may require additional resources/support to do so—including home repair programs.
MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Arvada Housing Authority does not own or manage Public Housing units

Totals Number of Units

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Certificate</th>
<th>Mod-Rehab</th>
<th>Public Housing</th>
<th>Total</th>
<th>Project -based</th>
<th>Tenant -based</th>
</tr>
</thead>
<tbody>
<tr>
<td># of units vouchers available</td>
<td>0</td>
<td>0</td>
<td>508</td>
<td>55</td>
<td>453</td>
<td>0</td>
</tr>
<tr>
<td># of accessible units</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

No Public Housing units in the City
Public Housing Condition

<table>
<thead>
<tr>
<th>Public Housing Development</th>
<th>Average Inspection Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction: NA

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing: NA
MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

A variety of services are provided by the State of Colorado, Jefferson County and nonprofit private providers of services to disadvantaged households in the City.

Facilities and Housing Targeted to Homeless Households

<table>
<thead>
<tr>
<th></th>
<th>Emergency Shelter Beds</th>
<th>Transitional Housing Beds</th>
<th>Permanent Supportive Housing Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year Round Beds</td>
<td>Voucher / Seasonal /</td>
<td>Current &amp; New</td>
</tr>
<tr>
<td></td>
<td>(Current &amp; New)</td>
<td>Overflow Beds</td>
<td>Current &amp; New</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Under Development</td>
</tr>
<tr>
<td>Households with Adult(s) and Child(ren)</td>
<td>20</td>
<td>0</td>
<td>72</td>
</tr>
<tr>
<td>Households with Only Adults</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Chronically Homeless Households</td>
<td>0</td>
<td>0</td>
<td>72</td>
</tr>
<tr>
<td>Veterans</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Unaccompanied Youth</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Limited data available and estimates used. There are a number of group homes providing housing or beds for youth, etc.
Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

A variety of services are provided by the State of Colorado, Jefferson County and nonprofit private providers of services to disadvantaged households in the City.

Colorado Homeless Families (CHF) is a non-profit transitional housing program. CHF serves families with children who are classified as “New Poor” (families who are homeless for the first time) or “Working Poor” (families who earn low wages and cannot keep up with the rising cost of living, including housing). Family Tree provides Transitional housing; case management and other supportive services are provided to homeless youth 16+, individuals, couples, one and two parent families with children. CHF houses families for 18 months to 2 years, during which time the adults must be attending school and/or working in a position that will allow their families to become self-sufficient by the end of the program. A variety of programs have been established to aid families in reaching this goal. CHF serves approximately 47 – 72 families annually, with a daily residential population of approximately 240 – 360 individuals daily.

Jefferson Center for Mental Health provides Mental Health Services, Mental Health Clinics & Information, Physicians & Surgeons, Psychiatry, Physicians & Surgeons, Counseling Services, Suicide Prevention Service, Marriage, Family,

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

A variety of services are provided by the State of Colorado, Jefferson County and nonprofit private providers of services to disadvantaged households in the City. Facilities and services are tailored by these organizations to specific populations with special needs Colorado Homeless Families (CHF) is a non-profit transitional housing program. CHF serves families with children who are classified as “New Poor” (families who are homeless for the first time) or “Working Poor” (families who earn low wages and cannot keep up with the rising cost of living, including housing).
MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

The elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction regarding supportive housing needs

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly: Seniors and the elderly are much more likely to have a disability than non-seniors—33 percent of residents 65 and older have a disability compared to 10 percent of residents under the age of 65. As such, the supportive needs and housing needs of the elderly are often aligned with those of the disability community (discussed above). In addition, seniors typically need supports related to health care including access to health services and home health care options, transportation, and supports related to aging in place such as home modification, home repair, and assistance with maintenance.

Persons with Disabilities: Supportive services are a critical component of creating opportunity for people with disabilities to live in integrated settings in the community. These services are particularly important for residents transitioning out of institutional care. In typical housing markets, persons with disabilities have difficulty finding housing that accommodates their needs. Regulatory barriers on group living arrangements, transit access, housing accessibility and visitability, and proximity to health services, are just some of the opportunity related issues that people with disabilities face.

Persons with HIV/AIDS: National estimates from the National AIDS Housing Coalition report that approximately 13 percent of PLWHA are in need of housing assistance and 57% have an annual income below $10,000. Challenges to housing for those with HIV/AIDS include employment/income, rental history, criminal history, and co-occurring circumstances. It is difficult for people with HIV/AIDS to retain employment due to the effects on their health and the side effects of drug treatment therapies. Many have mental health issues/substance abuse issues as well. The two primary housing resources for PLWHA are Housing Opportunities for Persons With AIDS (HOPWA) which provides long-term, permanent, stable housing and the Ryan White HIV/AIDS Program which provides emergency housing assistance (hotel/motel vouchers).

Public housing residents: Arvada does not maintain any public housing. There are 490 Arvada households with a Housing Choice Voucher and another 198 households on the waiting list. Over the past year, 69 new households were issued vouchers and of those households, 53 were housed through the program.
Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Jefferson County and the State of Colorado have a variety of programs intended to encourage or support the provision of appropriate supportive housing. Arvada is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2014, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.CCH Transitional Housing Voucher Program VOA Irving Street Women’s Residence Family Tree, the Brookview Project CCH Renaissance at Lowry Permanent Supportive Housing CCH – HMIS CoC Project Colorado Division of Housing Metro 1 Consolidated – Sub-grantees Housing for Families – Sub-grantees Third Way Center Lincoln Street Approved Apartments CCH Consolidated Permanent Supportive Housing A Place to Call Home (Family Tree) CCH West End Permanent Supportive Housing Metro Denver Permanent Supportive Voucher Project.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The city has adopted substantial planning goals to make affordable housing available throughout the city and encourage the development of special needs housing. The city also has an “inclusion team” with the purpose of “developing recommendations for the city’s executive management of actions, changes, additions and/or trainings that should be undertaken to move the city toward a more inclusive environment. “The city accommodates non-homeless special needs populations persons in many ways, including: Accessibility accommodations (e.g., sign language interpretation, audio storytelling) at the Arvada Center for the Arts and Humanities. Having an accessible playground for children. Maintaining resource folders at city reception and housing authority areas that can assist residents who need translations or accommodations for a disability. Affirmative marketing efforts to inform all residents about city housing programs and services. Placement of TDD contact numbers on all city web pages, including those for the CDBG program, Essential Home Repairs Program, etc. Maintaining and continuing a substantial program to add new and replace older sidewalk ramps at city intersections in all areas of the city including any areas of higher ethnic, disabled, or elderly populations. The City of Arvada collects information related to special assistance requirements for Arvada citizens, and updates this information annually. Information is sent to dispatchers for EMERGENCY RESPONSE AGENCIES these three agencies [LMB1] and entered into the computer dispatch system; it is made available to response teams in case of an emergency. The City of Arvada is committed to supporting accessibility in the community and has a designated contact person in the City Manager’s Office to address concerns or requests for information.
related to accessibility. Since 1975 the City of Arvada has contracted with the Jefferson County Seniors’ Resource Center, Inc. (SRC) to provide transportation services for low income, frail elderly, and handicapped Arvada citizens. The program has two full-time buses providing services in the Arvada area. Return of funds from a loan repayment made to Developmental Disabilities Resource Center (DDRC) to allow funds to be made available for use by DDRC in 2013.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see section above
MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City has an array of policy and regulatory policies that are positive relative to their effect on affordable housing and residential investment in the community.
MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Arvada’s economy is largely defined in relation to the broader Denver metropolitan region that the city resides within. The city has strong commuter ties to job centers in Denver and in Boulder. Census data from the 2017 Longitudinal Employer-Household Dynamics indicate that 91 percent of Arvada residents commute to jobs outside the city. Around 44 percent of workers in Arvada have travel times that are longer than 30 minutes on average. Workers in the Education and Health Care Services sector in Arvada make up the highest share of workers, yet there are fewer jobs for these workers in the city. The inverse it true for the retail trade sector which represent the largest share of jobs in Arvada (18 percent). In the retail trade sector, there are more jobs (5,412 jobs) than workers (4,715 workers). The Arts, Entertainment, and Accommodation sector has a similar relationship, with the sector representing a high share of the total jobs (17 percent) and a smaller share of the works (11 percent). This relative concentration of retail jobs and service jobs, including food service, relative to higher concentrations of professional workers is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver’s.

Economic Development Market Analysis

Business Activity

<table>
<thead>
<tr>
<th>Business by Sector</th>
<th>Number of Workers</th>
<th>Number of Jobs</th>
<th>Share of Workers %</th>
<th>Share of Jobs %</th>
<th>Jobs less workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture, Mining, Oil &amp; Gas Extraction</td>
<td>824</td>
<td>199</td>
<td>2</td>
<td>1</td>
<td>-1</td>
</tr>
<tr>
<td>Arts, Entertainment, Accommodations</td>
<td>6,298</td>
<td>4,274</td>
<td>14</td>
<td>17</td>
<td>3</td>
</tr>
<tr>
<td>Construction</td>
<td>3,713</td>
<td>2,547</td>
<td>8</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Education and Health Care Services</td>
<td>7,295</td>
<td>3,134</td>
<td>16</td>
<td>13</td>
<td>-3</td>
</tr>
<tr>
<td>Finance, Insurance, and Real Estate</td>
<td>3,237</td>
<td>1,578</td>
<td>7</td>
<td>6</td>
<td>-1</td>
</tr>
<tr>
<td>Information</td>
<td>1,447</td>
<td>154</td>
<td>3</td>
<td>1</td>
<td>-2</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>4,405</td>
<td>2,495</td>
<td>10</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Other Services</td>
<td>1,734</td>
<td>1,120</td>
<td>4</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Professional, Scientific, Management Services</td>
<td>6,463</td>
<td>2,608</td>
<td>14</td>
<td>11</td>
<td>-3</td>
</tr>
<tr>
<td>Public Administration</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
### Table 40 - Business Activity

<table>
<thead>
<tr>
<th>Business by Sector</th>
<th>Number of Workers</th>
<th>Number of Jobs</th>
<th>Share of Workers</th>
<th>Share of Jobs</th>
<th>Jobs less workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Trade</td>
<td>5,921</td>
<td>5,172</td>
<td>13</td>
<td>21</td>
<td>8</td>
</tr>
<tr>
<td>Transportation and Warehousing</td>
<td>1,697</td>
<td>352</td>
<td>4</td>
<td>1</td>
<td>-3</td>
</tr>
<tr>
<td>Wholesale Trade</td>
<td>3,091</td>
<td>1,071</td>
<td>7</td>
<td>4</td>
<td>-3</td>
</tr>
<tr>
<td>Total</td>
<td>46,125</td>
<td>24,704</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)
Labor Force

| Total Population in the Civilian Labor Force | 63,431 |
| Civilian Employed Population 16 years and over | 59,665 |
| Unemployment Rate | 5.96 |
| Unemployment Rate for Ages 16-24 | 17.52 |
| Unemployment Rate for Ages 25-65 | 4.40 |

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector

<table>
<thead>
<tr>
<th>Number of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business and financial</td>
</tr>
<tr>
<td>Farming, fisheries and forestry occupations</td>
</tr>
<tr>
<td>Service</td>
</tr>
<tr>
<td>Sales and office</td>
</tr>
<tr>
<td>Construction, extraction, maintenance and repair</td>
</tr>
<tr>
<td>Production, transportation and material moving</td>
</tr>
</tbody>
</table>

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

<table>
<thead>
<tr>
<th>Travel Time</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 30 Minutes</td>
<td>32,400</td>
<td>59%</td>
</tr>
<tr>
<td>30-59 Minutes</td>
<td>18,685</td>
<td>34%</td>
</tr>
<tr>
<td>60 or More Minutes</td>
<td>3,807</td>
<td>7%</td>
</tr>
<tr>
<td>Total</td>
<td>54,892</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table 43 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>In Labor Force</th>
<th>Not in Labor Force</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Civilian Employed</td>
<td>Unemployed</td>
</tr>
<tr>
<td>Less than high school graduate</td>
<td>1,818</td>
<td>160</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>10,670</td>
<td>605</td>
</tr>
<tr>
<td>Some college or Associate's degree</td>
<td>16,545</td>
<td>1,205</td>
</tr>
</tbody>
</table>

Consolidated Plan ARVADA 64

OMB Control No: 2506-0117 (exp. 06/30/2018)
Educational Attainment by Employment Status

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>In Labor Force</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Civilian Employed</td>
</tr>
<tr>
<td>Bachelor’s degree or higher</td>
<td>20,810</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS

Educational Attainment by Age

<table>
<thead>
<tr>
<th>Age</th>
<th>18–24 yrs</th>
<th>25–34 yrs</th>
<th>35–44 yrs</th>
<th>45–65 yrs</th>
<th>65+ yrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 9th grade</td>
<td>100</td>
<td>110</td>
<td>170</td>
<td>540</td>
<td>550</td>
</tr>
<tr>
<td>9th to 12th grade, no diploma</td>
<td>1,370</td>
<td>610</td>
<td>570</td>
<td>898</td>
<td>1,085</td>
</tr>
<tr>
<td>High school graduate, GED, or alternative</td>
<td>2,990</td>
<td>3,085</td>
<td>2,580</td>
<td>8,080</td>
<td>5,145</td>
</tr>
<tr>
<td>Some college, no degree</td>
<td>3,180</td>
<td>3,445</td>
<td>3,535</td>
<td>7,625</td>
<td>3,975</td>
</tr>
<tr>
<td>Associate’s degree</td>
<td>335</td>
<td>1,190</td>
<td>1,390</td>
<td>3,505</td>
<td>970</td>
</tr>
<tr>
<td>Bachelor’s degree</td>
<td>644</td>
<td>3,960</td>
<td>4,050</td>
<td>8,200</td>
<td>3,065</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>50</td>
<td>1,705</td>
<td>2,108</td>
<td>4,270</td>
<td>2,160</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>Median Earnings in the Past 12 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than high school graduate</td>
<td>57,789</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>123,569</td>
</tr>
<tr>
<td>Some college or Associate’s degree</td>
<td>127,916</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>198,536</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>255,233</td>
</tr>
</tbody>
</table>

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Workers in the Education and Health Care Services sector in Arvada make up the highest share of workers, yet there are fewer jobs for these workers in the city. The inverse it true for the retail trade sector which represent the largest share of jobs in Arvada (18 percent). In the retail trade sector, there are more jobs (5,412 jobs) than workers (4,715 workers). The Arts, Entertainment, and Accommodation sector has a similar relationship, with the sector representing a high share of the total jobs (17 percent) and a smaller share of the works (11 percent). This relative concentration of retail jobs and service jobs,
including food service, relative to higher concentrations of professional workers is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver’s.

Describe the workforce and infrastructure needs of the business community:

One of the priorities in the City’s Strategic Plan (FOCUS Arvada) is “Growth and Economic Development.” The Plan acknowledges “The future of Arvada’s prosperity and quality of life will be influenced largely by the City’s ability to manage growth through intelligent economic development and strong fiscal policies. Good paying jobs, thoughtful transit-oriented development and new housing, together with long-term investments in the Wadsworth Corridor, will define managed growth in Arvada.” Many of the city’s economic development objectives have already been met including creating $350 million in private sector capital investments (buildings, furniture, fixtures and equipment) and adding 1,000 new jobs from businesses located in urban centers and corridors. However, the City is still working to create 800 new nonretail jobs from businesses, within the following targeted industries: medical, manufacturing, research and development, biomedical, energy, enabling technology, and professional services. The Arvada Economic Development Association’s 2018 Strategic Plan identifies a similar need to focus new business development on these targeted industries and in urban centers and corridors.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As revealed in Table 50, Arvada residents have a relatively high level of educational achievement. For residents between 18 and 65 years of ages, 37 percent or 34,793 workers have achieved at least an associate’s degree. Table 51 reveals that earnings are highest among residents with at least some level of college or more. The job opportunity for higher paid sectors that require higher education are not the most abundant in Arvada, for example the information sector only constitutes 0.38% of the total job share in the city. Likewise, the Finance, Insurance, and Real Estate sector only constitutes 6 percent of the job share. As noted earlier, Arvada has a relative concentration of retail jobs and service jobs coupled with higher concentrations of professional workers. This mismatch is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver’s.
Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Unknown

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

No.

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Yes. As discussed in the Needs Assessment section of this Consolidated Plan (specifically NA-40), low income households and residents belonging to a racial/ethnic minority are more affected by housing problems. Maps from HUD’s Affirmatively Furthering Fair Housing Tool (AFFH-T) reveal Census tracts in the city’s southeast and northeast corner have relatively high rates of cost burden and that Hispanic populations are the most concentrated along the south and eastern edge of the city. Individuals of Russian origin are concentrated in the city’s southeast and north east areas where there are higher rates of cost burden.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Hispanic populations are the most concentrated along the south and eastern edge of the city. These concentrated areas also correspond with areas of higher population density overall. Census tracts in the city’s southeast and northeast corner also have relatively high rates of cost burden. The housing cost burden by nation of origin map below reveals that there are also nation of origin concentration the correspond areas of higher rates of cost burdened households. Specifically, individuals of Russian origin are concentrated in the city’s southeast and north east areas where there are higher rates of cost burden.

What are the characteristics of the market in these areas/neighborhoods?

The areas of higher concentrations of racial and ethnic minorities, especially Hispanic residents, coincide with areas of higher housing needs, as revealed in the cost burden maps. There areas also overlap with areas of more limited access to opportunity. Generally, the southeast and eastern portions of the city have lower school performance, higher rates of poverty, and poorer environmental health as conveyed by the HUD AFFH mapping tool.

Are there any community assets in these areas/neighborhoods?

These areas do have closer proximity to employment and job centers as well as higher rates of affordable rental units.

Are there other strategic opportunities in any of these areas?
SP-05 Overview

Strategic Plan Overview

The City is addressing these concerns in many ways. The City Council Strategic Plan includes the following strategic results related to housing: Beginning in 2019, 25% of new housing is located in urban centers and corridors. By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities and housing types and styles. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By December 2017, develop a map of potential sites appropriate/suitable for attainable housing developments to be used for City Council discussion and neighborhood outreach in association with the Hometown Colorado Initiative. Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.
SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

A City focus is on the G Line corridor and areas of opportunity for housing development or redevelopment. The forthcoming City Housing Strategy will help identify any general allocation priorities.
## SP-25 Priority Needs - 91.215(a)(2)

### Priority Needs

**Table 48 – Priority Needs Summary**

<table>
<thead>
<tr>
<th></th>
<th>Priority Need Name</th>
<th>Population</th>
<th>Geographic Areas Affected</th>
<th>Associated Goals</th>
<th>Description</th>
<th>Basis for Relative Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>accommodate diverse incomes and all ages &amp; ability</td>
<td>Extreme Low, Low, Moderate, Middle, Large Families, Families with Children, Elderly, Families with Children, Elderly</td>
<td>neighborhood and accessible housing</td>
<td>Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.</td>
<td>City Comprehensive Plan and City Housing Strategy</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>need for workforce or assisted housing</td>
<td>Extremely Low, Low, Moderate, Middle, Large Families, Families with Children, Elderly, Elderly, Frail Elderly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Consolidated Plan**

ARVADA

OMB Control No: 2506-0117 (exp. 06/30/2018)
<table>
<thead>
<tr>
<th>Geographic Areas Affected</th>
<th>Associated Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>neighborhood and accessible housing</td>
</tr>
<tr>
<td></td>
<td>special needs and senior housing</td>
</tr>
<tr>
<td></td>
<td>workforce and assisted housing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Encourage development of workforce or assisted housing throughout Arvada</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis for Relative Priority</td>
<td>City Comprehensive Plan and City Housing Strategy</td>
</tr>
<tr>
<td><strong>3</strong> Priority Need Name</td>
<td>Maintain and improve housing stock</td>
</tr>
<tr>
<td>Priority Level</td>
<td>High</td>
</tr>
<tr>
<td>Population</td>
<td>Low</td>
</tr>
<tr>
<td></td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td>Middle</td>
</tr>
<tr>
<td></td>
<td>Large Families</td>
</tr>
<tr>
<td></td>
<td>Families with Children</td>
</tr>
<tr>
<td></td>
<td>Elderly</td>
</tr>
<tr>
<td></td>
<td>Public Housing Residents</td>
</tr>
<tr>
<td></td>
<td>Non-housing Community Development</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Geographic Areas Affected</th>
<th>Associated Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>maintain and improve housing and neighborhoods</td>
</tr>
</tbody>
</table>

<p>| Description               | Maintain and improve the quality of the existing housing stock in Arvada and     |
|                          | revitalize the physical and social fabric of neighborhoods that are in decline.  |
| Basis for Relative Priority | City Comprehensive Plan and City Housing Strategy                              |
| <strong>4</strong> Priority Need Name  | opportunities for special needs &amp; senior housing                                 |
| Priority Level            | High                                                                              |</p>
<table>
<thead>
<tr>
<th>Population</th>
<th>Elderly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Families with Children</td>
</tr>
<tr>
<td></td>
<td>Mentally Ill</td>
</tr>
<tr>
<td></td>
<td>Chronic Substance Abuse</td>
</tr>
<tr>
<td></td>
<td>veterans</td>
</tr>
<tr>
<td></td>
<td>Persons with HIV/AIDS</td>
</tr>
<tr>
<td></td>
<td>Victims of Domestic Violence</td>
</tr>
<tr>
<td></td>
<td>Unaccompanied Youth</td>
</tr>
<tr>
<td></td>
<td>Elderly</td>
</tr>
<tr>
<td></td>
<td>Frail Elderly</td>
</tr>
<tr>
<td></td>
<td>Persons with Mental Disabilities</td>
</tr>
<tr>
<td></td>
<td>Persons with Physical Disabilities</td>
</tr>
<tr>
<td></td>
<td>Persons with Developmental Disabilities</td>
</tr>
<tr>
<td></td>
<td>Persons with Alcohol or Other Addictions</td>
</tr>
<tr>
<td></td>
<td>Persons with HIV/AIDS and their Families</td>
</tr>
<tr>
<td></td>
<td>Victims of Domestic Violence</td>
</tr>
<tr>
<td></td>
<td>Non-housing Community Development</td>
</tr>
</tbody>
</table>

| Geographic Areas Affected          | neighborhood and accessible housing |
|                                    | special needs and senior housing    |

| Description                        | Provide opportunities for special needs and senior housing in Arvada. |

| Basis for Relative Priority        | City Comprehensive Plan and City Housing Strategy |

| 5 Priority Need Name               | development of human resources |

<p>| Priority Level                     | Low |</p>
<table>
<thead>
<tr>
<th>Population</th>
<th>Extremely Low</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Low</td>
</tr>
<tr>
<td></td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td>Middle</td>
</tr>
<tr>
<td></td>
<td>Large Families</td>
</tr>
<tr>
<td></td>
<td>Families with Children</td>
</tr>
<tr>
<td></td>
<td>Elderly</td>
</tr>
<tr>
<td></td>
<td>Chronic Homelessness</td>
</tr>
<tr>
<td></td>
<td>Families with Children</td>
</tr>
<tr>
<td></td>
<td>Mentally Ill</td>
</tr>
<tr>
<td></td>
<td>veterans</td>
</tr>
<tr>
<td></td>
<td>Persons with HIV/AIDS</td>
</tr>
<tr>
<td></td>
<td>Victims of Domestic Violence</td>
</tr>
<tr>
<td></td>
<td>Unaccompanied Youth</td>
</tr>
<tr>
<td></td>
<td>Elderly</td>
</tr>
<tr>
<td></td>
<td>Frail Elderly</td>
</tr>
<tr>
<td></td>
<td>Persons with Mental Disabilities</td>
</tr>
<tr>
<td></td>
<td>Persons with Physical Disabilities</td>
</tr>
<tr>
<td></td>
<td>Persons with Developmental Disabilities</td>
</tr>
<tr>
<td></td>
<td>Persons with Alcohol or Other Addictions</td>
</tr>
<tr>
<td></td>
<td>Persons with HIV/AIDS and their Families</td>
</tr>
<tr>
<td></td>
<td>Victims of Domestic Violence</td>
</tr>
<tr>
<td></td>
<td>Non-housing Community Development</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Geographic Areas Affected</th>
<th>Facilitate development of human resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associated Goals</td>
<td>Facilitate development of human resources.</td>
</tr>
<tr>
<td>Description</td>
<td>Facilitate development of human resources.</td>
</tr>
<tr>
<td>Basis for Relative Priority</td>
<td>City Comprehensive Plan and City Housing Strategy</td>
</tr>
</tbody>
</table>

**Narrative (Optional)**

The City Comprehensive Plan identifies Goals related to housing and community development priority goals that reflect priority needs. The forthcoming City Housing Strategy will lay out a housing strategy for the City to pursue.
### SP-30 Influence of Market Conditions – 91.215 (b)

#### Influence of Market Conditions

<table>
<thead>
<tr>
<th>Affordable Housing Type</th>
<th>Market Characteristics that will influence the use of funds available for housing type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Based Rental Assistance (TBRA)</td>
<td>Apartment vacancies have gradually fallen in Arvada, Jefferson County and the Denver Metropolitan Area over the past decade. The City’s multifamily housing stock represents about 29 percent of all housing, and very few units are currently vacant, though rents remain slightly lower than in surrounding communities.</td>
</tr>
<tr>
<td>TBRA for Non-Homeless Special Needs</td>
<td>Apartment vacancies have gradually fallen in Arvada, Jefferson County and the Denver Metropolitan Area over the past decade. The City’s multifamily housing stock represents about 29 percent of all housing, and very few units are currently vacant, though rents remain slightly lower than in surrounding communities.</td>
</tr>
<tr>
<td>New Unit Production</td>
<td>The cost of land suitable for new unit production is expected to increase markedly as demand increases and the need for expanded amounts of both Federal and State housing assistance available to local communities to assist in the production of affordable housing will increase as well.</td>
</tr>
<tr>
<td>Rehabilitation</td>
<td>As the metro area economy improves, it is expected that the availability of qualified contractors to perform rehabilitation construction will become tighter and that costs for such work will increase as well.</td>
</tr>
<tr>
<td>Acquisition, including preservation</td>
<td>The cost of existing affordable housing developments available for purchase is expected to increase markedly as demand increases. The need for expanded amounts of both Federal and State housing assistance available to local communities to assist in the production of affordable housing will increase as well.</td>
</tr>
</tbody>
</table>

Table 49 – Influence of Market Conditions
SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annual Allocation: $</td>
<td>Program Income: $</td>
</tr>
<tr>
<td>CDBG</td>
<td>public - federal</td>
<td>Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services</td>
<td>450,000</td>
<td>75,000</td>
</tr>
<tr>
<td>General Fund</td>
<td>public - local</td>
<td>Public Services</td>
<td>185,000</td>
<td>0</td>
</tr>
<tr>
<td>Section 8</td>
<td>public - federal</td>
<td>Housing</td>
<td>4,000,000</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>public - local</td>
<td>Acquisition Admin and Planning Housing Public Improvements Public Services</td>
<td>1,000,000</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 50 - Anticipated Resources
Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG will be critical to allow for and encourage leveraging of other private and city funds for housing and community development activities.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Unknown. The forthcoming City Housing Strategy may identify potential uses for available public land.
SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

<table>
<thead>
<tr>
<th>Responsible Entity</th>
<th>Responsible Entity Type</th>
<th>Role</th>
<th>Geographic Area Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARVADA</td>
<td>Government</td>
<td>Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services</td>
<td>Jurisdiction</td>
</tr>
</tbody>
</table>

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City created the Human Services Advisory Committee and funded it again with funding in 2020 set at $185000 in City funds for the Human Services. The fund will be used to provide assistance to non-profit public service groups to provide assistance to an array of special needs clients in the City. The citizen membership on the Human Services Advisory Committee will also be utilized to advise the City on funding allocations using CDBG funds for public services to insure a broader level of citizen participation in the funding process.

The City of Arvada has participated in the CDBG Program since 1976. It is expertly situated to use and effectively apply CDBG funding to community needs and goals

Availability of services targeted to homeless persons and persons with HIV and mainstream services

<table>
<thead>
<tr>
<th>Homelessness Prevention Services</th>
<th>Available in the Community</th>
<th>Targeted to Homeless</th>
<th>Targeted to People with HIV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counseling/Advocacy</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Legal Assistance</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Mortgage Assistance</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Utilities Assistance</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Homelessness Prevention Services</strong></td>
<td><strong>Targeted to Homeless</strong></td>
<td><strong>Targeted to People with HIV</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street Outreach Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Law Enforcement</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Mobile Clinics</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
### Table 52 - Homeless Prevention Services Summary

<table>
<thead>
<tr>
<th>Street Outreach Services</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Street Outreach Services</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supportive Services</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol &amp; Drug Abuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Care</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Employment and Employment Training</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Healthcare</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>HIV/AIDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Skills</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Mental Health Counseling</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

| Other                            |          |          |

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

The City collaborates with a variety of nonprofit and other governmental entities to fund services for these special needs populations.

The City is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2019, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The City collaborates with a variety of nonprofit and other governmental entities to fund services for these special needs populations. The City is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2019, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.
Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Regional Partnerships

The most significant special housing need identified in Arvada for special needs populations involves supportive housing and Section 8 rental assistance for female headed households; shelter and transitional housing for victims of domestic abuse, additional affordable rental housing and housing rehabilitation programs for the elderly such as congregate and independent living facilities; additional housing with selective supportive services for the frail elderly; and rental assistance and supportive services for female headed households with children. All these special needs populations will require additional federal and state resources to provide the financing and subsidies necessary to those various groups and governmental agencies who work with these populations. Specialized new housing for special needs populations may be best accomplished by qualified nonprofit and specialized profit motivated corporations that the City can assist.

The current and continuing failure of the Federal government to substantially and permanently reduce an array of burdensome HUD program regulations will exacerbate the continuing decline in Federal financial assistance resulting in a reduction of services provided through that funding. The City will continue to provide support and representation through professional groups and others like the National Association of Housing and Redevelopment Officials to inform the public and decision makers of the problems caused by the decline in Federal support for housing and community development and the need for additional funding and program deregulation.
### SP-45 Goals Summary – 91.215(a)(4)

#### Goals Summary Information

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
<th>End Year</th>
<th>Category</th>
<th>Geographic Area</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Goal Outcome Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>neighborhood and accessible housing</td>
<td>2020</td>
<td>2024</td>
<td>Affordable Housing</td>
<td>Non-Housing</td>
<td>accommodate diverse incomes and all ages &amp; ability need for workforce</td>
<td>reuse of repaid other funds: $500,000</td>
<td>Homeowner Housing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-Homeless</td>
<td>Community</td>
<td>or assisted housing opportunities for special needs &amp; senior housing</td>
<td></td>
<td>Added: 20 Household Housing Unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Special Needs</td>
<td>Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-Housing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Community Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>workforce and assisted housing</td>
<td>2020</td>
<td>2024</td>
<td>Affordable Housing</td>
<td></td>
<td>need for workforce or assisted housing</td>
<td>Section 8: $20,000,000</td>
<td>Tenant-based rental assistance / Rapid Rehousing:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>reuse of repaid other funds: $110,000</td>
<td>508 Households Assisted</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>maintain and improve housing and neighborhoods</td>
<td>2020</td>
<td>2024</td>
<td>Affordable Housing</td>
<td></td>
<td>Maintain and improve housing stock</td>
<td>CDBG: $1,250,000</td>
<td>Homeowner Housing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Non-Housing</td>
<td></td>
<td></td>
<td>reuse of repaid other funds: $375,000</td>
<td>Rehabilitated:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Community Development</td>
<td></td>
<td></td>
<td></td>
<td>100 Household Housing Unit</td>
</tr>
</tbody>
</table>
### Table 53 – Goals Summary

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
<th>End Year</th>
<th>Category</th>
<th>Geographic Area</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Goal Outcome Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>special needs and senior housing</td>
<td>2020</td>
<td>2024</td>
<td>Affordable Housing</td>
<td></td>
<td>need for workforce or assisted housing opportunities for special needs &amp; senior housing</td>
<td>reuse of repaid other funds: $665,000</td>
<td>Rental units constructed: 122 Household Housing Unit</td>
</tr>
<tr>
<td>5</td>
<td>Facilitate development of human resources</td>
<td>2020</td>
<td>2024</td>
<td>Development of Human Resources</td>
<td></td>
<td>development of human resources</td>
<td>CDBG: $375,000 General Fund: $925,000</td>
<td>Public service activities other than Low/Moderate Income Housing Benefit: 11000 Persons Assisted</td>
</tr>
</tbody>
</table>

### Goal Descriptions

1. **Goal Name**: neighborhood and accessible housing

   **Goal Description**: GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities. The City and Habitat for Humanity are partnering on the development of affordable homeowner housing to be completed during the term of the plan.
<table>
<thead>
<tr>
<th></th>
<th>Goal Name</th>
<th>Goal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>workforce and assisted housing</td>
<td>GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada. The Section 8 Housing Choice Voucher Program has the Goal for providing 508 tenant based vouchers during the term of the plan. The Housing Strategy Incentive Fund is anticipated to assist affordable housing development during the term of the plan.</td>
</tr>
<tr>
<td>3</td>
<td>maintain and improve housing and neighborhoods</td>
<td>GOAL N-3: Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline. The City will operate the Essential Home Repairs Program with an estimated 20 units completed each year during the term of the plan.</td>
</tr>
<tr>
<td>4</td>
<td>special needs and senior housing</td>
<td>GOAL N-4: Provide opportunities for special needs and senior housing in Arvada. The City is supporting and providing assistance for the development of two new affordable senior housing developments of 72 and 50 units by private sector partners during the term of the plan.</td>
</tr>
<tr>
<td>5</td>
<td>Facilitate development of human resources</td>
<td>GOAL E-2: Facilitate development of human resources. The City is providing CDBG and City funds for supporting non-profit partners for the provision of crucial human services for low and moderate income households during the term of the plan.</td>
</tr>
</tbody>
</table>

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

Goals will be better established upon completion of the City Housing Strategy especially the Housing Strategy Incentive Fund. The current estimate for the number of households to be assisted as encompassed by the Consolidated Plan is 750.
**SP-50 Public Housing Accessibility and Involvement – 91.215(c)**

**Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)**

No Public Housing within the community

**Activities to Increase Resident Involvements**

No Public Housing within the community

**Is the public housing agency designated as troubled under 24 CFR part 902?**

N/A

**Plan to remove the ‘troubled’ designation**

No Public Housing within the community
SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City has an array of policy and regulatory policies that are positive relative to their effect on affordable housing and residential investment in the community.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City updated an Analysis of Impediments to Fair Housing Choice—City of Arvada, Colorado in 2012 and is currently conducting a new study in 2019 in concert with Jefferson County and the City of Lakewood.

The Colorado Housing Assistance Corporation (CHAC) and the City of Arvada offer a program to assist eligible first-time homeowners in Arvada. The program provides low-interest, flexible loans to low- and moderate-income first-time home buyers for down payment and closing cost assistance.
SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates as part of the MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey. This overview provides responses from interviewees and anyone in the household.

The City helped spearhead a new Jefferson County Homeless count in 2019 and anticipates this count to be annual or once every two years; and participates in the Denver Metro PIT homeless count as well.

Addressing the emergency and transitional housing needs of homeless persons

The City provides direct support to Colorado Homeless Families based in Arvada and the Arvada Housing Authority has the Bridges to Opportunity Program which is a self-sufficiency program for at risk or homeless households with the Arvada Community Table.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern. Service Navigators The City is participating in a regional program in partnership with Heading Home Jeffco, social and mental health workers, and Jefferson County, Lakewood, Wheat Ridge and Golden. This program will utilize a team of Service Navigators who will connect individuals experiencing homelessness with services ranging from the Community Table to County Social, Mental Health and Employment Services. This initiative will begin Jan. 1, 2020. Other Regional Partnerships A regional approach through partnerships with elected officials and other agencies and organizations have resulted in: Severe Weather Shelters have been established in Jefferson County through partnerships between local churches, non-profits, and community volunteers. Housing programs are being explored at a
regional and local level. The partnership between the Arvada Housing Authority and the Community Table’s Bridges to Opportunity program provides housing assistance to 25 homeless or at-risk of homelessness individuals and families in addition to case management services. The partnership between the Arvada Housing Authority and Colorado Homeless Families provides housing assistance to homeless or at-risk of homelessness individuals and families in addition to case management services. Arvada Police Elder Abuse Detective The City of Arvada’s Police Department has a dedicated full-time police officer to assist with the needs of Arvada’s senior population.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern. Arvada Police Proactive Measures Over the past several years, the Arvada Police Department has applied significant additional resources to address homelessness. Most recently, the Police Department has developed a new response team: the Community, Outreach, Resource and Enforcement (CORE) team. This new team is dedicated to ensuring public safety and a high quality of life throughout the entire city. The CORE team will begin by focusing its efforts in the area south of W. 58th Avenue and east of Allison Street. They will be working closely with all members of the community to develop an appropriate response to any issues that may arise. Officers will open lines of communication with residents, visitors, business owners and the homeless population with the goal to find resource-based solutions. It is important to note that this team will also deploy strategic enforcement efforts when providing resources becomes ineffective. If individuals experiencing homelessness are breaking the law, our officers will take appropriate action just as they would with any other individual. Updated Ordinances Service Navigators The City is participating in a regional program in partnership with Heading Home Jeffco, social and mental health workers, and Jefferson County, Lakewood, Wheat Ridge and Golden. This program will utilize a team of Service Navigators who will connect individuals experiencing homelessness with services ranging from the Community Table to County Social, Mental Health and Employment Services. This initiative will begin Jan. 1, 2020. Other Regional Partnerships A regional approach through partnerships with elected officials and other agencies and organizations have resulted in: Severe Weather Shelters have been established in Jefferson County through partnerships between local churches, non-profits, and community volunteers. Housing programs are being explored at a regional and local level. The partnership between the Arvada Housing Authority and the Community Table’s Bridges to Opportunity program provides housing assistance to 25 homeless or at-risk of homelessness individuals and families in addition to case management services. The partnership
between the Arvada Housing Authority and Colorado Homeless Families provides housing assistance to homeless or at-risk of homelessness individuals and families in addition to case management services. Arvada Police Elder Abuse Detective The City of Arvada's Police Department has a dedicated full-time police officer to assist with the needs of Arvada’s senior population.
SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City Essential Home Repairs housing rehabilitation program includes a section designed to address the issue of lead based paint as stated below regarding its compliance with applicable law and regulations.

(b) Lead Hazard and Lead Based Paint Regulations:

The Residential Lead-Based Paint Hazard Reduction Act of 1992, or Title X Sections 1012 and 1013 of the Housing and Community Development Act of 1992, related regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration, and Regulation No. 19 of the Colorado Air Quality Control Commission

How are the actions listed above related to the extent of lead poisoning and hazards?

The actions above are intended to insure the Essential Home Repairs Program addresses issues regarding testing for and addressing lead based paint during housing rehabilitation

How are the actions listed above integrated into housing policies and procedures?

The Essential Home Repairs Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of its process. In addition the costs of lead based paint mitigation are included as eligible costs for the program as stated below.

4.1 Eligible Costs

Eligible costs include expenses to meet the following items. All determinations of eligible costs by the City are final.

(a) Essential Home Repairs Minimum Design and Property Rehabilitation Standards (PRS) (Part II), lead hazard and abatement measures, related air quality and energy conservation measures, and measures to establish a readily maintainable condition.
**SP-70 Anti-Poverty Strategy – 91.215(j)**

**Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

The City Comprehensive Plan includes a Goal for a range of housing related policies that serve to reduce the number of poverty level families or households by providing for more affordable housing options dispersed at appropriate locations in the City. That Goal and Policies are listed below;

**GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.**

**POLICY N-1.1: Range of Residential Categories**

The Land Use Plan will include a mix of residential land use categories and minimum densities ranging from low density single-family homes to multi-family housing of different tenure types in mixed-use activity centers, in order to encourage varied housing needs.

**POLICY N-1.2: Site Planning to Promote Variety**

The City will encourage new neighborhoods that incorporate a mix of lot sizes, development densities, and housing types and styles.

**POLICY N-1.3: Live-Work Units**

The City will encourage live and work quarters to be combined in the same building in appropriate areas, as long as it does not adversely affect the neighborhood. Live-work units could potentially be located in redevelopment areas or retrofitted in existing neighborhoods.

**GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada.**

**POLICY N-2.1: Dispersed Workforce or Assisted Housing**

The City will require a range of new workforce or assisted housing to appropriate dispersed locations throughout the City, integrated with new, existing, and redeveloping neighborhoods.

**POLICY N-2.2: Disperse Low-Income Assisted Housing and Improve Southeast Arvada Housing**

The City will discourage development of additional low income assisted housing in Southeast Arvada. Instead, the City will use incentives and other programs to improve the condition of existing housing stock in the area, as well as encouraging the development of assisted housing throughout the City.

**POLICY N-2.3: Continue Support of Section 8 Housing Choice Voucher Program**
The City will support the efforts of the Arvada Housing Authority to retain adequate funding for the Section 8 housing program by working to get federal funds and by providing needed local in-kind support and financial support.

POLICY N-2.4: Exploring Creation of Additional Financial Assistance for Affordable Housing

The City will explore the creation of additional financial assistance for affordable housing by exploring such tools as a local housing trust fund, inclusionary zoning, local fee and tax incentives, tax increment financing and the Low Income Housing Tax Credit program.

POLICY N-2.5: Homeownership

The City will promote the development of affordable owner occupied housing for moderate income and first time homebuyers, and offer a range of housing types.

POLICY N-2.6: Mixed Income Projects

The City will promote the development of mixed-income projects that combine market rate housing with affordable housing.

POLICY N-2.7: Transit Stations

The City will encourage workforce housing near transit stations where appropriate

In addition, the city comprehensive Plan includes a Goal and related policy to address human service needs that directly assist in providing relevant services that can reduce poverty for families:

GOAL E-2: Facilitate development of human resources.

POLICY E-2.1: Human Services

Arvada will work with partners to facilitate necessary human services, including but not limited to: homeless shelters, transitional housing, at-risk youth services, teen and youth activities, satellite police stations, senior housing, neighborhood community centers, medical facilities, as well as hospice and day-care facilities.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

These poverty reducing goals, programs and policies are included as part of the primary City planning and policy document that is adopted by the City that guides City operations and activities with the Comprehensive Plan.
SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring Plans

a. The City of Arvada will use a variety of monitoring tools to measure and evaluate the progress it has made on the Consolidated Plan. Specific reports or monitoring mechanisms that will be utilized include:

(1) Arvada Housing Authority Annual Report - The City will obtain a copy of and review the progress made by the Arvada Housing Authority in its annual report due normally in July/August of each year.

(2) Essential Home Repairs Program Report - The Essential Home Repairs Program will produce quarterly reports to allow tracking of individual client cases. That report will be placed in a computerized data base and will allow for reporting to measure productivity for the program. The Essential Home Repairs Program will also produce a year-end report that will detail the number of units produced essential characteristics of program beneficiaries, and the amount of funding utilized. A separate annual report will also be prepared regarding client surveys of the program.

(3) CAPER Report - The City will prepare and submit to the US Department of Housing and Urban Development its annual CAPER Report which provides information on the accomplishments and use of CDBG funding utilized by the City.

(4) IDIS reports - The City will update on a quarterly basis the characteristics and numbers of clients or households assisted with CDBG funding through the IDIS system maintained and operated by the US Department of Housing and Urban Development.

(5) Quarterly Subrecipient reports – The City will require and monitor quarterly reports submitted by subrecipients of CDBG funding.

(6) Arvada is embarking on a new way of doing business - FOCUS. This integrated performance management system is a change for how our staff looks at what we do each day. It provides data for decision making and helps drive funding for the many programs Arvada citizens want and need. It is an ongoing process. The City utilizes its FOCUS reporting and monitoring system to provide information to City decision makers and citizens on the progress of the City toward specific goals and objectives set by the City Council.
## Expected Resources

**AP-15 Expected Resources – 91.220(c)(1,2)**

### Introduction

### Anticipated Resources

<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annual Allocation: $</td>
<td>Program Income: $</td>
</tr>
<tr>
<td>CDBG</td>
<td>public - federal</td>
<td>Acquisition Admin and Planning</td>
<td>450,000</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Economic Development Housing Public Improvements Public Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>public - local</td>
<td>Public Services</td>
<td>185,000</td>
<td>0</td>
</tr>
<tr>
<td>Section 8</td>
<td>public - federal</td>
<td>Housing</td>
<td>4,000,000</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>public - local</td>
<td>Acquisition Admin and Planning Housing Public Improvements Public Services</td>
<td>1,000,000</td>
<td>0</td>
</tr>
</tbody>
</table>

### Table 54 - Expected Resources – Priority Table
Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG will be critical to allow for and encourage leveraging of other private and city funds for housing and community development activities
If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Unknown. The forthcoming City Housing Strategy may identify potential uses for available public land.
### Annual Goals and Objectives

#### AP-20 Annual Goals and Objectives

#### Goals Summary Information

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
<th>End Year</th>
<th>Category</th>
<th>Geographic Area</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Goal Outcome Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>maintain and improve housing and neighborhoods</td>
<td>2015</td>
<td>2019</td>
<td>Affordable Housing</td>
<td></td>
<td>Maintain and improve housing stock need for workforce or assisted housing opportunities for special needs &amp; senior housing</td>
<td>CDBG: $175,000 reuse of repaid other funds: $75,000</td>
<td>Homeowner Housing Rehabilitated: 20 Household Housing Unit</td>
</tr>
<tr>
<td>4</td>
<td>special needs and senior housing</td>
<td>2014</td>
<td>2019</td>
<td>Affordable Housing</td>
<td></td>
<td>accommodate diverse incomes and all ages &amp; ability development of human resources opportunities for special needs &amp; senior housing</td>
<td>General Fund: $665,000 Section 8: $4,000,000</td>
<td>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 72 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 508 Households Assisted</td>
</tr>
</tbody>
</table>
### Table 55 – Goals Summary

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
<th>End Year</th>
<th>Category</th>
<th>Geographic Area</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Goal Outcome Indicator</th>
</tr>
</thead>
</table>
| 5          | Facilitate development of human resources      | 2014       | 2019     |                         |                 | accommodate diverse incomes and all ages & ability development of human resources | CDBG: $75,000  
                                |                                |                         |                   | General Fund: $185,000                                                                 | Public service activities other than Low/Moderate Income Housing Benefit: 2200 Persons Assisted |
| 6          | workforce and assisted housing                 | 2015       | 2019     | Affordable Housing      |                 | need for workforce or assisted housing                                            | CDBG: $110,000  
                                |                                |                         |                   | General Fund: $500,000                                                                 | Rental units constructed: 50 Rental units constructed: 50  
                                |                                |                         |                   | Household Housing Unit                                                            | Homeowner Housing Added: 20 Household Housing Unit |

### Goal Descriptions

<table>
<thead>
<tr>
<th>Goal Name</th>
<th>Goal Description</th>
</tr>
</thead>
</table>
| 3                                              | maintain and improve housing and neighborhoods  
                                | The Essential Home Repairs Program                                                                                                                                                                               |
| 4                                              | special needs and senior housing  
                                | City is providing support and assistance for the development of a LIHTC project for affordable housing for senior citizens. $165,000 in fee reductions are being provided by the City as well as consideration of a maximum $500,000 loan with flexible repayment terms to be determined in examining the financial gap for the project, The budget for 2020 for the Section 8 Housing Choice Voucher Program estimated at $4,000,000. |
| 5                                              | Facilitate development of human resources  
                                | Public service activities through qualified non-profit entities as recommended by the City Human Services Advisory Committee  

<table>
<thead>
<tr>
<th></th>
<th>Goal Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>workforce and assisted housing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>City is providing through the Housing Authority vacant land to Habitat for Humanity for homeownership for low/moderate income households. Land valued at $500,000 estimate. Also includes intention to fund a Housing Strategy Incentive Fund for unspecified affordable housing development support.</td>
</tr>
</tbody>
</table>
Projects

AP-35 Projects – 91.220(d)

Introduction

City of Arvada intends to use an estimated $450,000 in 2020 CDBG for the Essential Home Repairs Program, public services, and a housing development incentive fund, and program administration

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Essential Home Repairs Program</td>
</tr>
<tr>
<td>2</td>
<td>Human Services Funding Pool</td>
</tr>
<tr>
<td>3</td>
<td>CDBG Program Administration</td>
</tr>
<tr>
<td>4</td>
<td>Housing Strategy Incentive Fund</td>
</tr>
</tbody>
</table>

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Forthcoming City Housing Strategy will help to better define these needs and obstacles
AP-38 Project Summary

Project Summary Information
<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Project Name</strong></td>
<td>Essential Home Repairs Program</td>
</tr>
<tr>
<td></td>
<td><strong>Target Area</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Goals Supported</strong></td>
<td>maintain and improve housing and neighborhoods</td>
</tr>
<tr>
<td></td>
<td><strong>Needs Addressed</strong></td>
<td>Maintain and improve housing stock</td>
</tr>
<tr>
<td></td>
<td><strong>Funding</strong></td>
<td>CDBG: $285,000&lt;br&gt;Reuse of repaid other funds: $75,000</td>
</tr>
<tr>
<td></td>
<td><strong>Description</strong></td>
<td>Essential Home Repairs Program - Housing Rehabilitation Assistance and program delivery costs</td>
</tr>
<tr>
<td></td>
<td><strong>Target Date</strong></td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td><strong>Estimate the number and type of families that will benefit from the proposed activities</strong></td>
<td>20 low moderate income homeowners</td>
</tr>
<tr>
<td></td>
<td><strong>Location Description</strong></td>
<td>City of Arvada</td>
</tr>
<tr>
<td></td>
<td><strong>Planned Activities</strong></td>
<td>Essential Home Repairs Program. Also the Help for Homes Program and the Safe and Accessible Arvada Program</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td><strong>Project Name</strong></td>
<td>Human Services Funding Pool</td>
</tr>
<tr>
<td></td>
<td><strong>Target Area</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Goals Supported</strong></td>
<td>Facilitate development of human resources</td>
</tr>
<tr>
<td></td>
<td><strong>Needs Addressed</strong></td>
<td>accommodate diverse incomes and all ages &amp; ability development of human resources</td>
</tr>
<tr>
<td></td>
<td><strong>Funding</strong></td>
<td>CDBG: $75,000&lt;br&gt;General Fund: $185,000</td>
</tr>
<tr>
<td></td>
<td><strong>Description</strong></td>
<td>CDBG Funding pool for human services needs as identified by the City Human Services Advisory Committee. The Human Services Advisory Committee advises the City Council on the allocation of funding from the Human Services funding pool, as well as the funding for public services from the Community Development Block Grant. They meet generally two times per year in the evening. This is a volunteer appointment. Terms are for three years. You must be a resident of the City of Arvada to apply. Vacancies NOTE: There are currently no vacancies on this committee. Contact For more information, please contact Ed Talbot.</td>
</tr>
<tr>
<td></td>
<td><strong>Target Date</strong></td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Estimate the number and type of families that will benefit from the proposed activities</td>
<td>2200 households</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Location Description</td>
<td>City of Arvada</td>
<td></td>
</tr>
<tr>
<td>Planned Activities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
</tr>
<tr>
<td><strong>Target Area</strong></td>
</tr>
<tr>
<td><strong>Goals Supported</strong></td>
</tr>
<tr>
<td><strong>Needs Addressed</strong></td>
</tr>
<tr>
<td><strong>Funding</strong></td>
</tr>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td><strong>Target Date</strong></td>
</tr>
<tr>
<td><strong>Estimate the number and type of families that will benefit from the proposed activities</strong></td>
</tr>
<tr>
<td><strong>Location Description</strong></td>
</tr>
<tr>
<td><strong>Planned Activities</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
</tr>
<tr>
<td><strong>Target Area</strong></td>
</tr>
<tr>
<td><strong>Goals Supported</strong></td>
</tr>
<tr>
<td><strong>Needs Addressed</strong></td>
</tr>
<tr>
<td><strong>Funding</strong></td>
</tr>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td><strong>Target Date</strong></td>
</tr>
<tr>
<td><strong>Estimate the number and type of families that will benefit from the proposed activities</strong></td>
</tr>
<tr>
<td>Location Description</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Planned Activities</td>
</tr>
</tbody>
</table>
AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Arvada

Geographic Distribution

<table>
<thead>
<tr>
<th>Target Area</th>
<th>Percentage of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

NA
Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City intends to provide TBRA through the Housing Choice Voucher Program, the Essential Home Repairs Program, homeowner purchase assistance, gap financing and other support for affordable housing development and preservation, assistance to disabled households for accessibility, and help for home.

Assistance will also be leveraged through the use of CDBG for collaboration with nonprofit and other service providers to assist special needs and low/moderate income households with public services as appropriate.

<table>
<thead>
<tr>
<th>One Year Goals for the Number of Households to be Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeless</td>
</tr>
<tr>
<td>Non-Homeless</td>
</tr>
<tr>
<td>Special-Needs</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Table 58 - One Year Goals for Affordable Housing by Support Requirement

<table>
<thead>
<tr>
<th>One Year Goals for the Number of Households Supported Through</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Assistance</td>
</tr>
<tr>
<td>The Production of New Units</td>
</tr>
<tr>
<td>Rehab of Existing Units</td>
</tr>
<tr>
<td>Acquisition of Existing Units</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

Projects anticipated include one assisted senior project new construction of 72 units, one assisted senior project new construction of 50 units, and 508 Section 8 Housing Choice Voucher Program households, and 20 homeowner rehab units, and 20 homebuyer units.
AP-60 Public Housing – 91.220(h)

Introduction

No Public Housing within the community

Actions planned during the next year to address the needs to public housing

No Public Housing within the community

Actions to encourage public housing residents to become more involved in management and participate in homeownership

No Public Housing within the community

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

No Public Housing within the community

Discussion

No Public Housing within the community
AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates as part of the MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey. This overview provides responses from interviewees and anyone in the household.

In addition, the City supports:

CCH Combined Services Only Project - This is a Colorado Coalition for the Homeless Project ‘Services Only’ grant seeking renewal funding. Project services are provided to homeless single adults and homeless families with children. All counties of Metropolitan Denver benefit from this project. Sub-recipient agencies are STRIDE, ACCESS Housing Empowerment, St Francis Center, Mental Health Center of Boulder & Broomfield; Gateway Battered Women’s Services; Jeffco Action Center. This project provides coordinated intake and assessment and access to critical supportive services and case management. Serves all homeless in 7 county area.

CCH – HMIS CoC Project – This renewal project benefits all cities & counties in CoC jurisdiction. It provides funding to support the Lead Agency in the provision of HUD mandated reporting and tracking of homeless service provision and housing placement. This grant allows for maintaining our current capacity providing user training, system administration activities, reporting and software upgrades for entire 7 county CoC geographic area.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provides direct support to Colorado Homeless Families based in Arvada and the Arvada Housing Authority and the Bridges to Opportunity self-sufficiency program for at risk or homeless households with the Arvada Community Table.

In addition, the City supports:

Colorado Division of Housing Metro 1 Consolidated – Sub-grantees: Jefferson Center for Mental Health, Colorado Coalition for the Homeless, Mental Health Center of Denver, Mental Health Center Serving Boulder and Broomfield Counties, Aurora Mental Health Center, Community Reach Center, and Arapahoe/Douglas Mental Health Network City(ies) and County(ies) served: Arvada, Aurora, Boulder,
Brighton, Broomfield, Cherry Hills Village, Commerce City, Denver, Edgewater, Englewood, Evergreen, Federal Heights, Glendale, Golden, Greenwood Village, Highlands Ranch, Lafayette, Lakewood, Littleton, Louisville, Lowry, Montbello, Northglenn, Sheridan, Superior, Thornton, Westminster and Wheat Ridge. Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson. The purpose of this grant application is to renew a tenant based Permanent Supportive Housing Rental Assistance Program that provides on-going rental assistance matched with case management, treatment and other supportive services to homeless and formerly homeless persons with disabilities in the seven-county Metro Denver area. This program is administered through a partnership between seven non-profit human service agencies and the Colorado Division of Housing. The local human service agencies provide the outreach, case management, treatment and other supportive services and DOH administers the rental subsidy.

A Place to Call Home (Family Tree) – Provides 30 tenant based vouchers along with supportive services and case management for chronically homeless families and individuals in scattered sites across the metro area.

CCH Rapid Re-Housing Demo Project – Serves families in scattered sites throughout the CoC geographic area. Project is implemented cooperatively by four organizations. It is designed to meet the needs of homeless families with dependent children by assessing their needs and targeting housing and service interventions based on the project assessments. Moves eligible families from the streets or shelters into appropriate housing as quickly as possible. Project designed to reduce average shelter stays for families thereby creating shelter space for newly homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City supports:

ACCESS Housing, Arapahoe House, Colorado Coalition for the Homeless, Inter-Faith Community Services and STRIDE. This is a tenant based Transitional Housing Rental Assistance Program that provides on-going rental assistance matched with case management, treatment and other supportive services to homeless families in the seven-county Metro Denver area. Referrals are accepted from the entire MDHI area for this project. In the past the project has had referrals from all counties included in MDHI that were eventually served by an agency. Participants are provided with rental assistance to secure safe and affordable housing and have required case management services to assist the families in accessing needed community services such as: parenting classes to improve family dynamics, nutritional classes, relapse prevention skills to ensure long term recovery of previous substance abuse issues, direct case manager assistance applying for needed community services such as TANF, Food stamps, Child Care assistance, State Health insurance discount programs, and monitoring of children’s immunizations.
CCH Homeless No More – Sub-grantees: Interfaith Community Services, ACCESS Housing, Family Tree, City(ies) and County(ies) served: Arapahoe County, Adams County, City of Westminster, City of Arvada, City of Aurora, Jefferson County, City of Lakewood. The Homeless No More Project is seeking renewal funding for its 19th year of providing supportive services to 70 homeless families (at capacity) from throughout the 7 county metro area, who are transitioning to permanent housing. Homeless No More is a supportive services only project. There are four non-profit agencies in the Metropolitan Denver area which deliver the project services. These agencies include Colorado Coalition for the Homeless, Family Tree, ACCESS Housing, and Interfaith Community Services. This project minimizes the risk of re-occurrence of homelessness and also minimizes the risk of re-entry into the emergency shelter system. Participant families receive financial assistance for move-in costs along with supportive services in locating suitable permanent housing, leasing up, and maintaining housing stability.

CCH Consolidated Permanent Supportive Housing - Project is a consolidation of four previously funded permanent supportive housing projects. The overarching purpose of this project is to provide permanent supportive housing to homeless individuals with disabilities both physical and mental along with the chronically homeless. The consolidate project provides 83 housing units that are locate in five different housing facilities. Outreach done and applications for assistance from entire CoC jurisdiction.

CCH Transitional Housing Voucher Program - Project serves households with children and has placed participants in every county and municipality in the MDHI CoC area. Project services are delivered by ACCESS Housing, and CCH. This project in its 18th year now uses a model of scattered site housing empowering families to participate in transitional housing while living in homes and neighborhoods they choose themselves. Private rental units and leasing assistance utilized allowing families exiting the program to lease on their own the home they were receiving assistance with enhancing potential for long term housing stability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City supports:

VOA Housing for Young Mothers - Volunteers of America project that provides transitional housing (maximum 24 months) for twelve families (28 people) at a point in time and the target population is young mothers between 16 and 24 years old and their dependent children. The project is a renewal and has been in operation since 1995. The entire CoC geographic area benefits from this program as young homeless mothers from all counties are served. Once they are admitted, they can locate housing anywhere in the metropolitan area.
AP-75 Barriers to affordable housing — 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is updating an Analysis of Impediments to Fair Housing Choice—City of Arvada, Colorado in 2019 which contains action plan items to be carried out over the term of the Analysis of Impediments is.

The City is preparing a comprehensive Housing Strategy expected to be complete early in 2020.

The City is in the process of updating its Land Development Code

The City has a structure to reduce park development and land dedication fees for eligible new affordable housing projects

The new City Council Strategic Plan includes strategic results related to housing

Discussion:

The City is addressing these concerns in many ways. The City Council Strategic Plan includes the following strategic results related to housing: Beginning in 2019, 25% of new housing is located in urban centers and corridors. By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities and housing types and styles. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By December 2017, develop a map of potential sites appropriate/suitable for attainable housing developments to be used for City Council discussion and neighborhood outreach in association with the Hometown Colorado Initiative. Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.
AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Erosion in Federal funding for the CDBG, Section 8 Housing Choice Voucher Program, and HOME Programs - This decline has constituted a major barrier to the City to preserving and developing affordable housing. Declining appropriation levels combined with inflation have led to a substantial decrease in the financial capability of these vital programs to allow for the preservation and development of affordable housing in the City.

Federal Regulatory Requirements - Federal regulatory requirements relative to the Community Development Block Grant, HOME, and the Section 8 Housing Choice Voucher Program have constituted a significant and growing barrier to the use of these funding resources for needed activities and programs for the stabilization of housing in older neighborhoods in the City or the provision of housing assistance to low income households. As stated, portability and budgeting requirements applied to the Section 8 Housing Choice Voucher Program severely restrict the administrative capability of the City to utilize this program on an expanded basis.

For all the barriers at the Federal level above, the City will pursue action through professional associations such as the National Association of Housing Redevelopment Officials and other associations as appropriate to secure additional higher funding appropriations and amend or change Federal law or regulations to make these Federal housing resources more flexible and usable toward aiding low and moderate income households relative to housing.

Actions planned to foster and maintain affordable housing

The Arvada City Council recently voted to participate in a metro-wide cooperative program, called metroDPA, to assist Arvada residents pursuing homeownership. MetroDPA provides special down payment assistance for low- and moderate-income individuals and families seeking to purchase a home. The program provides down payment and closing cost assistance (up to 5 percent of your loan) as a zero-interest, forgivable second mortgage. The metroDPA program is a partnership of the Metro Mayors Caucus and is being coordinated by the City and County of Denver.

Erosion in Federal funding for the CDBG, Section 8 Housing Choice Voucher Program, and HOME Programs - This decline has constituted a major barrier to the City to preserving and developing affordable housing. Declining appropriation levels combined with inflation have led to a substantial decrease in the financial capability of these vital programs to allow for the preservation and development of affordable housing in the City.

Federal Regulatory Requirements - Federal regulatory requirements relative to the Community

Consolidated Plan ARVADA 113
OMB Control No: 2506-0117 (exp. 06/30/2018)
Development Block Grant, HOME, and the Section 8 Housing Choice Voucher Program have constituted a significant and growing barrier to the use of these funding resources for needed activities and programs for the stabilization of housing in older neighborhoods in the City or the provision of housing assistance to low income households. As stated, portability and budgeting requirements applied to the Section 8 Housing Choice Voucher Program severely restrict the administrative capability of the City to utilize this program on an expanded basis.

For all the barriers at the Federal level above, the City will pursue action through professional associations such as the National Association of Housing Redevelopment Officials and other associations as appropriate to secure additional higher funding appropriations and amend or change Federal law or regulations to make these Federal housing resources more flexible and usable toward aiding low and moderate income households relative to housing.

**Actions planned to reduce lead-based paint hazards**

The City Essential Home Repairs housing rehabilitation program includes a section designed to address the issue of lead based paint as stated below regarding its compliance with applicable law and regulations:

(b) Lead Hazard and Lead Based Paint Regulations:

The Residential Lead-Based Paint Hazard Reduction Act of 1992, or Title X Sections 1012 and 1013 of the Housing and Community Development Act of 1992, related regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration, and Regulation No. 19 of the Colorado Air Quality Control Commission

The actions above are intended to insure the Essential Home Repairs Program addresses issues regarding testing for and addressing lead based paint during housing rehabilitation

The Essential Home Repairs Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of its process. In addition the costs of lead based paint mitigation are included as eligible costs for the program as stated below.

4.1 Eligible Costs

Eligible costs include expenses to meet the following items. All determinations of eligible costs by the City are final.

(a) Essential Home Repairs Minimum Design and Property Rehabilitation Standards (PRS) (Part II), lead hazard and abatement measures, related air quality and energy conservation measures, and measures to establish a readily maintainable condition.
**Actions planned to reduce the number of poverty-level families**

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern.

The City of Arvada strives to be a community where residents, regardless of age, mobility or income are comfortable and safe in their homes. With that goal in mind, the City, in partnership with Brothers Redevelopment, Inc., is offering two programs for home repair services for low and moderate income, elderly, and disabled households: Safe and Accessible Arvada and Arvada Help for Homes.

**Economic Growth -** Over the next 5 years it is anticipated the local economy will continue to improve. As rents increase and vacancies remain low, the rental housing market will be tight and less accessible to low and moderate households looking to achieve affordable housing. In the same a manner, prices may increase for single-family owner occupied housing opportunities making it more difficult for low and moderate income households to achieve homeownership. The dynamic of this barrier to affordable housing cannot be altered by the City but the City will need more extensive funding from the Federal and State levels to structure opportunities to provide additional housing affordable to low and moderate income households.

**Actions planned to develop institutional structure**

Comprehensive Plan – Future revisions of the City Land Development Code will provide an opportunity to incorporate changes as well as alterations in the Land Use Plan and in policy statements incorporated into the Plan that address City housing and community development and redevelopment needs.

The City is preparing a comprehensive Housing Strategy that should be complete early in 2020.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City would work with private non-profit groups relative to supportive housing to educate such non-profits on the role and policy of the City relative to the use of funds for low and moderate income housing. It is anticipated the Arvada Housing Authority will continue to provide partial funding to Colorado Homeless Families if Federal financial assistance is made available to aid their operations which would also encourage the acquisition of other resources.

The City will continue to work with the for profit and non-profit private entities such as Habitat for Humanity, Family Tree, Inc., Colorado Homeless Families, and others to cooperate on their private proposals to provide supportive or affordable housing as applicable through transitional housing, LIHTC,
or other sources. Any targeted Section 8 Housing Choice Voucher Program rental assistance coordinated with such proposals will use applicable local preferences. The responsible agencies would be non-profit private entities working in concert with local lenders, City of Arvada, and other applicable state jurisdictions or entities. The time required to produce housing will be reliant upon proposals made by for profit and non-profit private sector groups. The City will try to remove barriers to quality affordable housing by emphasizing that such housing under this goal should be dispersed and not concentrated.

The City will continue to utilize a cooperative approach and requirements of the CRA to encourage private lenders to work with the City relative to its single family rehabilitation programs. As in the past, it is the intent of the City to utilize private lenders through the Essential Home Repairs Program to provide direct financing for rehabilitation and utilize CDBG funds to subsidize interest rates on that financing to eligible low and moderate income homeowners. The City will also continue to work with other jurisdictions and private entities to provide the most favorable terms possible for any forthcoming mortgage revenue bond issue with a special emphasis on securing resources for extensive advertising, targeting of funds, preference for low income purchasers, etc.

The City will try to work with private lenders to undertake appropriate initiatives to further CRA compliance by stabilizing and improving neighborhood business centers serving low/moderate income residential areas and for low and moderate income housing or other special needs housing.

The forthcoming City Housing Strategy will identify other areas for enhanced coordination as well.

**Discussion:**
Program Specific Requirements
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee’s strategic plan. 0
3. The amount of surplus funds from urban renewal settlements 0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan 0
5. The amount of income from float-funded activities 0
Total Program Income: 0

Other CDBG Requirements

1. The amount of urgent need activities 0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%
Attachments
**Consolidated Plan**

**ARVADA**

OMB Control No: 2506-0117 (exp. 06/30/2018)

---

**Application for Federal Assistance SF-424**

**5. Type of Applicant 1: Select Applicant Type:**

- City or Township-Government

**6. Type of Applicant 2: Select Applicant Type:**

**7. Type of Applicant 3: Select Applicant Type:**

**8. Other (specify):**

**9. Name of Federal Agency:**

**10. Catalog of Federal Domestic Assistance Number:**

**11. OMB Title:**

Community Development Block Grant

**12. Funding Opportunity Number:**

**13. Program Identification Number:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**15. Descriptive Title of Applicant's Project:**

Community Development Block Grant

---

About any required forms as specified by agency instruction:

- Add Attachments
- Delete Attachments
- View Attachments

---

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Application for Federal Assistance SF-424

16. Congressional Districts Of:
   a. Applicant  
   b. Program/Project  

Attach an account list of Program/Project Congressional Districts funded.

17. Proposed Project:
   a. Start Date:  
   b. End Date:  

18. Estimated Funding ($):
   a. Federal:  
   b. Applicant:  
   c. State:  
   d. Local:  
   e. Other:  
   f. Program Income:  
   g. TOTAL:  

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   a. This application was made available to the State under Executive Order 12372. If applicable, explain in attachment.
   b. Program is subject to EO 12372 but has not been reviewed by the State for review.
   c. Program is reviewed by EO 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   a. Yes  
   b. No  

If "Yes," provide explanation and attachment.

21. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to civil, criminal, or administrative penalties. (U.S. Code, Title 210, Section 1001)

22. The list of organizations and agencies on the following sheet may contain the information in this application at agency specific discretion.

Authorized Representative:

* First Name  
* Last Name  
* Title  
* Telephone Number  
* Email Address  

* Signature of Authorized Representative  
* Code Signature  

Consolidated Plan  
OMB Control No: 2506-0117 (exp. 06/30/2018)  
ARVADA  
123
### HUD-424-M Funding Matrix

The applicant must provide the funding matrix shown below, listing each program or program component for which HUD funding is being requested and submit this information with the application for Federal financial assistance.

<table>
<thead>
<tr>
<th>Service Program</th>
<th>HUD Share</th>
<th>Matching Funds</th>
<th>Other HUD Funds</th>
<th>Total Tribal Share</th>
<th>Other Funds</th>
<th>Program Income</th>
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<td>185,000</td>
<td>75,000</td>
<td>710,000</td>
<td></td>
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</tbody>
</table>

**Grand Totals**

|                | 460,000   | 185,000       | 710,000        |
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing — The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan — It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 24 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME program.

Anti-Lobbying — To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, as employee of a Member of Congress in connection with the awarding of any Federal contract or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-L-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction — The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding in accordance with applicable HUD regulations.

Consistency with Plan — The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities For Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 — It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170a) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official        Date

Title
Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan — Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income), and requirements of 24 CFR Parts 91 and 570.

Following a Plan — It is following a current consolidated plan that has been approved by HUDD.

Use of Funds — It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed an Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans during program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fees charged or assessment made as a condition of obtaining access to such public improvements.

Excessive Force — It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring access to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, D, J, K and R.

Compliance with Laws – It will comply with applicable laws.

Signature of Authorized Official: __________________________ Date: __________________________

Title: __________________________
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1952, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
### Appendix - Alternate/Local Data Sources

<table>
<thead>
<tr>
<th></th>
<th>Data Source Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Consultant</td>
</tr>
</tbody>
</table>

**List the name of the organization or individual who originated the data set.**
Root Policy Research

**Provide a brief summary of the data set.**
Utilization of updated CHAS data and other data resources available to the consultant

**What was the purpose for developing this data set?**
To update data made available my default by HUD for plan

**How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?**
Covers the City, County, or region depending on source data

**What time period (provide the year, and optionally month, or month and day) is covered by this data set?**
Most recent available

**What is the status of the data set (complete, in progress, or planned)?**
Complete
TO: THE HONORABLE CITY COUNCIL       DATE: November 18, 2019

SUBJECT: R19-118 A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens

Report in Brief

The Arvada Human Services Advisory Committee has submitted a recommendation to the Arvada City Council for the expenditure of $260,000 in budgeted funds ($185,000 from the City funds and $75,000 from the Community Development Block Grant) for a variety of programs determined to provide human services to populations in need by qualified non-profit organizations. These human services may be direct services, information and referrals, or the coordination of other services which assist low and moderate income households. The funding will be distributed through the awarding of grants which are executed by the City Manager and a representative of each of the organizations designated to receive funds.

The Arvada team recommends that the City Council approve R19-118, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens.

Financial Impact

This year there were 21 agencies requesting a total of $350,560. The total amount being made available for distribution is $260,000: $185,000 from City funds and $75,000 from CDBG funds.

Background

An extensive outreach campaign was initiated in August to inform the public and interested agencies about the availability and application process for City funding support for qualified programs or services for low and moderate income households. As in previous years, the Human Services Advisory Committee received the grant requests in September. Board members had approximately one month to review them individually based on the criteria established for the process. Their individual rankings were submitted electronically to the City team and were combined into a single document. The criteria used in ranking comprises a point system that looks at identified need, budget reasonableness, benefit to Arvada and its citizens, leveraging of other funds, agency experience, duplication of services, collaboration with other agencies, measurable outcomes, and program sustainability. The Committee met on October 4 to review the rankings and related information and came to a consensus on the applicants to recommend for funding and the amounts. Every applicant recommended for funding had to be a qualified non-profit entity and propose a program or service that primarily benefited low and moderate income households.

Discussion

Of the 21 applicants, 16 were recommended by the Human Services Advisory Committee for funding. The resolution would authorize the expenditure of Human Services funding as follows for those 16 applicants:
Subject: R19-118 A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens

Page: 2  

- $30,000 to Community Table for emergency food assistance programs
- $15,000 to Family Tree for Family Tree homelessness program
- $15,000 to Ralston House for child advocacy services
- $22,000 to Community Table for client financial assistance program
- $20,000 to Carin’ Clinic for Arvada health project for children
- $12,000 to Volunteers of America for meals on wheels
- $7,000 to Growing Home Inc. for food pantry
- $7,000 to Hands of the Carpenter for good neighbor garage (GNG) program
- $30,000 to Jeffco Action Center Inc. dba The Action Center for rental assistance/homelessness prevention & family stabilization services
- $30,000 to Project Angel Heart for home-delivered meals for critically ill, food-insecure Arvadans
- $24,000 to Jefferson Center for Mental Health for mental health and substance abuse services for indigent Arvada residents
- $8,000 to CASA of Jefferson and Gilpin Counties for Jeffco’s fostering futures
- $12,000 to Hope House Colorado for GED and college and career program
- $10,000 to A Precious Child, Inc. for precious essentials and babies 4 babies
- $13,000 to Senior’s Resource Center, Inc. for community services for older adult Arvadans;
- $5,000 to Audio Information Network of Colorado for bringing print to life in Arvada

Of the 21 applicants for funding, five were not recommended for funding which include:

- Colorado Homeless Families
- Arvada Central Baptist Church dba The Rising
- Colorado Nonprofit Development Center dba Benefits in Action
- GRID Alternatives Colorado
- One Arvada

Public Contact

The agencies which applied for funds will be notified of their approved funding amounts regarding the funding recommendations approved by City Council.

Commission Recommendation

The Committee met as a group on October 4, 2019, to discuss their individual evaluations and make funding recommendations. Members of the Human Services Advisory Committee will present their recommendations to City Council at the meeting.

Strategic Alignment

The recommended action facilitates the allocation of resources that will support community and human services programs. Therefore, this action aligns with the Vibrant Community and Neighborhood Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R19-118, A Resolution Authorizing the Expenditure of City of
Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens.

**Suggested Motion:**

I move that R19-118, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens, be (approved) (rejected).

Prepared by:
Lisa Snyder, Administrative Specialist - Housing

Reviewed by:
Gail Walker, Legal Specialist-Contracts 11/4/2019
Toni Riebschlager, Law Office Administrator 11/5/2019

Approved by:
Jessica Prosser, Assistant to the City Manager 10/29/2019
Bryan Archer, Director of Finance 10/30/2019
Emily Grogg, Senior Assistant City Attorney 11/5/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report.
RESOLUTION NO. R19-118

A RESOLUTION AUTHORIZING THE EXPENDITURE OF CITY OF ARVADA HUMAN SERVICES FUNDING POOL FUNDS FOR 2020 TO AGENCIES PROVIDING EMERGENCY HELP, PROGRAM ASSISTANCE, AND OTHER ASSISTANCE TO ARVADA CITIZENS

WHEREAS, the City of Arvada has budgeted $260,000 in Human Services funding for 2020 to provide human services to Arvada residents; and

WHEREAS, the City Council reviewed the recommendations of the City of Arvada Human Services Advisory Committee for the allocation of the Human Services funding.

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

Section 1. The City Council of the City of Arvada hereby authorizes the expenditure of Human Services funding as follows:

• $30,000 to Community Table for emergency food assistance programs;
• $15,000 to Family Tree for Family Tree homelessness program;
• $15,000 to Ralston House for child advocacy services;
• $22,000 to Community Table for client financial assistance program;
• $20,000 to Carin' Clinic for Arvada health project for children;
• $12,000 to Volunteers of America for meals on wheels;
• $7,000 to Growing Home Inc. for food pantry;
• $7,000 to Hands of the Carpenter for good neighbor garage (GNG) program;
• $30,000 to Jeffco Action Center Inc. dba The Action Center for rental assistance/homelessness prevention & family stabilization services;
• $30,000 to Project Angel Heart for home-delivered meals for critically ill, food-insecure Arvadans;
• $24,000 to Jefferson Center for Mental Health for mental health and substance abuse services for indigent Arvada residents;
• $8,000 to CASA of Jefferson and Gilpin Counties for Jeffco’s fostering futures;
• $12,000 to Hope House Colorado for GED and college and career program;
• $10,000 to A Precious Child, Inc. for precious essentials and babies 4 babies;
• $13,000 to Senior’s Resource Center, Inc. for community services for older adult Arvadans; and
• $5,000 to Audio Information Network of Colorado for bringing print to life in Arvada.

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

APPROVED AND ADOPTED this 18th day of November, 2019.

____________________________
Marc Williams, Mayor

ATTEST:

____________________________
City Clerk

APPROVED AS TO FORM:

____________________________
Rachel A. Morris, City Attorney
<table>
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<tr>
<th>Organization</th>
<th>Average Score</th>
<th>Amount Requested 2020</th>
<th>Recommended Grant Amount For 2020</th>
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<td>Growing Home, Inc.</td>
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<td>Audio Information Network of Colorado</td>
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<td>Arvada Central Baptist Church dba The Rising</td>
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<td>One Arvada</td>
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2020 Human Services Funding Recommendations

City Council
November 18, 2019
Human Service Funding
Recommendations for 2020

- Carin Clinic: $20,000 for health project for children
- Senior’s Resource Center: $13,000 for community services for Arvada Seniors
- Family Tree, Inc.: $15,000 for Family Tree homelessness program
Human Service Funding
Recommendations for 2020

- Hope House: $12,000 GED and college & career
- Jefferson Center for Mental Health: $24,000 mental health and substance abuse services for indigent Arvada residents
- Ralston House: $15,000 for child advocacy services
Human Service Funding Recommendations for 2020

- **Jeffco Action Center:** $30,000 for rental assistance/homelessness prevention & family stabilization services
- **Project Angel Heart:** $30,000 for home delivered meals for critically ill, food insecure Arvadans
- **Volunteers of America:** $12,000 for meals on wheels
Human Service Funding
Recommendations for 2020

- A Precious Child: $10,000 for precious essentials and basics 4 babies
- Hands of the Carpenter: $7,000 for good neighbor garage (GNG) program
- Community Table: $22,000 for client financial assistance program
Human Service Funding
Recommendations for 2020

- From City Funds:
  - CASA of Jefferson and Gilpin Counties: $8,000 for Jeffco’s fostering futures
  - Community Table: $30,000 for emergency food assistance programs
  - Growing Home: $7,000 for food pantry
  - Audio Information Network of Colorado: $5,000 for bringing print to life in Arvada
<table>
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<th>Organization</th>
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<td>Hope House</td>
<td>education</td>
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<td>Jefferson Center for Mental Health</td>
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<tr>
<td>Jeffco Action Center, Inc. dba The Action Center</td>
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<td>Audio Information Network of Colorado</td>
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2020 C.D.B.G. Funding Recommendations

City Council Public Hearing and Approval of Annual Action Plan
November 18, 2019
Recommended funding must meet HUD requirements:

- No more than 15% of the grant can be used for new or expanded public services.
- No more than 20% of the grant can be used for administration or planning.
- All proposed activities, except for planning and administration, must benefit low and moderate income households or eliminate slums and blight.
2020 CDBG Funding Recommendation

- $175,000 in 2020 CDBG for Essential Home Repairs Program
- $75,000 in 2020 CDBG for Human Services Funding
- $90,000 in 2020 CDBG for CDBG Program Administration
- $110,000 in 2020 CDBG for Housing Strategy Incentive Fund

Total $450,000 Estimated 2020 CDBG
TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019


Report in Brief

This agenda item includes consideration of a resolution that approves the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG funding for submittal to the US Department of Housing and Urban Development. The 2020 Annual Action Plan details the funding allocations for City CDBG funding expected in 2020.

The Arvada team recommends that the City Council approve R19-119, A Resolution Approving Submittal of a Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG Funding.

Financial Impact

Financial Impact: $450,000  
Type: Federal Funding  
Fund: 09  
Program: 763011

Background

The completed Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG funding will be submitted to the U.S. Department of Housing and Urban Development following City Council action on November 18, 2019 and the completion of the public comment period. The final funding to be received from HUD for the City year 2020 CDBG has not yet been determined; however, the estimated funding is $450,000.

Significant revisions in the preliminary estimate of $450,000 for year 2020 CDBG funding may require an amendment by the City Council. The resolution authorizes the City Manager, or another member of the Arvada team he or she may designate, to make alterations to the Consolidated Strategy and Action Plan in response to minimal HUD funding alterations, subsequent HUD review, HUD requirements, or citizen comments. A summary of any written comments on the Consolidated Plan will be attached to the Consolidated Plan submission to HUD.

Discussion

The 2020 Annual Action Plan in the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 for the City of Arvada, Colorado allocates the following amounts for year 2020 Community Development
Block Grant funding:

$175,000 for the Essential Home Repairs Program.

$75,000 for public services as recommended by the City Human Services Advisory Committee.

$90,000 for CDBG Program Administration.

$110,000 for the Housing Strategy Incentives Fund.

**Public Contact**

Human Services Advisory Committee recommendations for human services funding are incorporated into suggested funding allocations for the CDBG. Two public hearings with public notice and a 30 day public comment period were part of the process for public input.

**Commission Recommendation**

The Human Services Advisory Committee supports the approval of the Resolution.

**Strategic Alignment**

Approving the submittal of the Consolidated Strategy and Plan for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan facilitates the allocation of resources that will support community and human services programs. Therefore, this action aligns with the Vibrant Community and Neighborhood Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

NA

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-119, A Resolution Approving Submittal of a Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG Funding.

**Suggested Motion:**


Prepared by:
Lisa Snyder, Administrative Specialist - Housing

Reviewed by:

Toni Riebschlager, Law Office Administrator 10/31/2019

Approved by:

Jessica Prosser, Assistant to the City Manager 10/29/2019
Bryan Archer, Director of Finance 10/30/2019
Gail Walker, Legal Specialist-Contracts 10/30/2019
Emily Grogg, Senior Assistant City Attorney 10/31/2019
Rachel Morris, City Attorney 11/5/2019
Lorie Gillis, Deputy City Manager 11/5/2019
Mark Deven, City Manager 11/5/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-119

A RESOLUTION APPROVING SUBMITTAL OF A CONSOLIDATED STRATEGY AND PLAN SUBMISSION FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS 2020-2024 AND THE 2020 ANNUAL ACTION PLAN FOR 2020 CDBG FUNDING

WHEREAS, The City of Arvada is eligible to receive approximately $450,000 through the Community Development Block Grant Program (CDBG) in year 2020; and

WHEREAS, the City Council of the City of Arvada held public hearings on September 16, 2019, and November 18, 2019, publicized in advance, at which any Arvada citizen was welcomed and encouraged to present ideas and viewpoints concerning community needs and proposals for the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG; and

WHEREAS, The City Council and City Administration carefully reviewed all citizen comments and staff suggestions regarding the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG.

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

Section 1. That the City Council of the City of Arvada, Colorado approves submittal of a Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024; and

Section 2. That the City Council of the City of Arvada, Colorado approves submittal of the 2020 Annual Action Plan in the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 for the City of Arvada, Colorado which allocates the following amounts for year 2020 Community Development Block Grant funding:

$175,000 for the Essential Home Repairs Program.

$75,000 for public services as recommended by the City Human Services Advisory Committee.

$90,000 for CDBG Program Administration.

$110,000 for the Housing Strategy Incentives Fund

Section 3. That the City Council of the City of Arvada, Colorado directs that the Consolidated Strategy and Plan Submission for Housing and Community
Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG funding be submitted to the U.S. Department of Housing and Urban Development; and

Section 4. That the City Council of the City of Arvada, Colorado designates the City Manager, or city staff he may designate, to approve alterations, deletions, and/or additions to the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG funding that may be necessitated in response to minimal HUD funding alterations, HUD requirements, subsequent HUD review, or citizen comments.

APPROVED AND ADOPTED this 18th day of November, 2019.

_________________________________________
Marc Williams, Mayor

ATTEST:

_________________________________________
City Clerk

APPROVED AS TO FORM:

_________________________________________
Rachel A. Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2019

SUBJECT: R19-120 A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to be Known as Sabell Metropolitan District

Report in Brief

Sabell Metropolitan Districts Nos. 1 & 2 which were approved by the City Council on September 17, 2018. This resolution submits for Council's approval certain revisions to the Service Plan for Sabell Metropolitan District No. 2, which will effectively combine the two districts into one district. This is necessary due to a scrivenor's error on the legal description for the area covered by Sabell Metropolitan District No. 1, which prevented the district from being formed.

The Arvada team recommends that the City Council approve R19-120, A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to be known as Sabell Metropolitan District.

Financial Impact

The Amended Service Plan would not impact any financial terms in the Service Plan and District No. 2 would remain responsible for the $1,174,786.80 towards regionally significant improvements.

Background

The original Service Plans for Sabell Metropolitan Districts Nos. 1 & 2 included maps and legal descriptions for both districts and their inclusion areas.

The districts held organizational elections on November 6, 2018, which were successful. The districts also received Orders and Decrees from the Jefferson County District Court. However, when the districts recorded the Orders and Decrees with Jefferson County the Assessor contacted contacted counsel for the districts with an issue.

The maps for District No. 1 and Inclusion Area No. 1 contained in exhibits to the service plan correctly depict the boundaries of each. However, the legal descriptions were reversed. What was labeled as District No. 1 was the legal description for Inclusion Area 1 and vice versa. The legal descriptions for the boundaries of District No. 2 and Inclusion Area No. 2 were correct.

Due to this legal description error, there were no eligible electors within the boundaries of District No. 1 at the time of the election. As a result, District No. 1 was never organized.

Discussion

After considering this situation, the Districts have proposed to proceed with District No. 2 only under an Amended and Restated Service Plan. After the Amended Service Plan is approved by Council, the boundaries of District No. 2 would be expanded to include the area that was intended to be District No. 1. The name of Sabell Metropolitan District No. 2 would be
changed to Sabell Metropolitan District.

The Amended Service Plan would not impact any financial terms in the Service Plan and District No. 2 would remain responsible for the $1,174,786.80 towards regionally significant improvements. There are no residents in the boundaries of the Districts so the Amended Service Plan would not impact any existing residents within the City.

The amended and restated Service Plan for District No. 2, along with a redline showing all revisions from the previously approved Service Plan, are attached.

**Public Contact**

Publication of the City Council agenda, published notice of the in the Arvada Press and Wheat Ridge transcript, and mailing of notice as required by the City Code.

**Commission Recommendation**

NA

**Strategic Alignment**

Approval of the Amended and Restated Service Plan as described herein aligns with the City Council Strategic Plan Priority Area of Infrastructure which states that "Arvada's future will be built upon well maintained streets, sidewalks, trails and recreation amenities." In addition, the District also aligns with the Priority Area of Organizational and Service Effectiveness with regard to "fiscally responsible government to guide and support growth."

**Alternative Courses of Action**

NA

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-120, A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to be known as Sabell Metropolitan District.

**Suggested Motion:**

I move that R19-120, A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to Be Known as Sabell Metropolitan District, be (approved) (rejected).

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:

Approved by:
Rachel Morris, City Attorney   11/14/2019
Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-120

A RESOLUTION APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE SABELL METROPOLITAN DISTRICT NO. 2 TO BE KNOWN AS SABELL METROPOLITAN DISTRICT

WHEREAS, pursuant to Title 32, Colorado Revised Statutes, and Chapter 91 of the Arvada City Code, the City Council approved a proposed Service Plan for the Sabell Metropolitan Districts Nos. 1-2 on September 17, 2018; and

WHEREAS, Sabell Metropolitan District No. 2 desires and has reason to request an amendment of its Service Plan; and

WHEREAS, Title 32 requires that the District must first obtain City Council approval of an amendment of a previously approved service plan; and

WHEREAS, Sabell Metropolitan District No. 2 has submitted for review, and City Council has reviewed the Amended and Restated Service Plan for the District; and

WHEREAS, the District has presented evidence that it has satisfied the requirements of the City.

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

Section 1. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. Council hereby finds that approval of the Service Plan Amendment complies with the policies of the City and all applicable laws.

Section 3. The Amended and Restated Service Plan for the District is hereby approved, subject where applicable to any conditions placed upon the approval of the original Service Plan.

Section 4. This resolution shall take effect upon its approval by the City Council.
APPROVED AND ADOPTED this 18th day of November, 2019.

_______________________________
Marc Williams, Mayor

ATTEST:

_______________________________
City Clerk

APPROVED AS TO FORM:

_______________________________
Rachel A. Morris, City Attorney
AMENDED AND RESTATED SERVICE PLAN

FOR

SABELL METROPOLITAN DISTRICT NO. 2
TO BE KNOWN AS SABELL METROPOLITAN DISTRICT

CITY OF ARVADA, COLORADO

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado  80122

Approved on

November 18, 2019
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I. INTRODUCTION

A. Background.

On September 17, 2018, by Resolution R18-099, the City Council approved the Service Plan (the “Original Service Plan”) for Sabell Metropolitan District Nos. 1 and 2 (together, the “Districts”). Sabell Metropolitan District No. 2 is currently in the process of changing its name to Sabell Metropolitan District (the “District”).

At the time of City approval of the Original Service Plan it was anticipated that the Districts would together undertake the financing and construction of the Public Improvements. Following the City approval of the Original Service Plan, the District was organized at an election held in November 2018. District No. 1 procedurally held an election in November 2018, however, it was later discovered that due to a scrivener’s error in the labeling of the legal description for District No. 1, there were no eligible electors within the boundaries of District No. 1 at the time of the election. As a result, District No. 1 was never organized.

Since approval of the Original Service Plan, development plans for the Project have proceeded quicker than anticipated. As such, a dual district structure is no longer necessary. This Amended and Restated Service Plan is to eliminate reference to District No. 1 and recognize that the District will operate independently.

The District is currently in the process of including within its boundaries the property that was intended to be included into Sabell Metropolitan District No. 1 as well as to include certain property described in the original inclusion area boundaries set forth in Original Service Plan, which property has since been purchased by the developer of the Project.

B. Purpose and Intent.

The City Council has adopted an Ordinance establishing Chapter 91 which governs the creation of Special Districts in Arvada. The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

C. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore
necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Fees as limited by Section V.A.15.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs pursuant to the approved Conceptual Site Plan for the property. Operation and maintenance services are allowed through an intergovernmental agreement with the City, attached as Exhibit D.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

City: means the City of Arvada, Colorado.

City Code: means the City Code of the City of Arvada, Colorado.
City Council: means the City Council of the City of Arvada, Colorado.

District: means Sabell Metropolitan District No. 2, to be known as Sabell Metropolitan District.

District Boundaries: means the original boundaries of the District’s area described in the District Boundary Map and as such boundaries will exist following inclusion of the property described in the introduction hereof.

District Boundary Map: means the map attached hereto as Exhibit C-1, describing the District’s Boundaries.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.15. below.

Financial Plan: means the Financial Plan described in Section VI which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The financial plan is based upon current estimates and will change based on actual development of the Project.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as Exhibit C-2, describing the property proposed for inclusion within the District.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property as set forth in Section VI.D below.

Project: means the development or property commonly referred to as Sabell.
Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below that benefit the Service Area and serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the District Boundaries.

Service Plan: means this amended and restated service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City’s ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. **BOUNDARIES**

The area of the District Boundaries includes approximately twenty-five (25) acres. A legal description of the District Boundaries and the Inclusion Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the District Boundaries is attached hereto as Exhibit C-1, and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2.

IV. **PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately twenty-five acres of residential land. The current assessed valuation of the Service Area is $0 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately six-hundred twenty-two (622) people (based on 2.5 persons per residence and 249 single-family residential units).

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto or any other Development Plan.
V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the approved Development Plans and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District is required and obligated to operate and maintain park and recreation improvements. Unless otherwise specified in the intergovernmental agreement, in the form attached as Exhibit D, all parks and trails shall be open to the general public free of charge.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Zoning and Land Use Requirements. The District shall be subject to all of the City’s zoning, subdivision, building code and other land use requirements.
7. **Growth Limitations.** The District acknowledges that the City shall not be limited in implementing Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of the District’s revenue.

8. **Privately Placed Debt Limitation.** Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

   We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

   We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

9. **Eminent Domain Limitation.** The District shall not be authorized to utilize the power of eminent domain except as otherwise provided pursuant to an intergovernmental agreement with the City.

10. **Water Rights/Resources Limitation.** The District shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with the City.

11. **Inclusion Limitation.** The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council. The District shall not include within any of its boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

12. **Overlap Limitation.** The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

13. **Initial Debt Limitation.** On or before the effective date of approval by the City of an Approved Conceptual Site Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

14. **Total Debt Issuance Limitation.** The District shall not issue Debt in excess of Thirty Million Dollars ($30,000,000).
15. **Fee Limitation.** The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

16. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except as provided pursuant to an intergovernmental agreement with the City.

17. **Sales and Use Tax.** The District shall not exercise its City sales and use tax exemption.

18. **Monies from Other Governmental Sources.** The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

19. **Consolidation Limitation.** The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

20. **Bankruptcy Limitation.** All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

   (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

   (b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

      Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the District.
21. **Reimbursement Agreement.** It is unknown whether reimbursement agreements with third-party developers or adjacent landowners will be necessary or desirable after the District’s organization. Any such agreement would provide the means to reimburse the District for costs of improvements that benefit third-party landowners. If a reimbursement agreement exists or is entered into for an improvement financed by the District, any and all resulting reimbursements received for such improvement shall be deposited in the respective District’s debt service fund and used for the purpose of retiring the District’s debt.

22. **Service Plan Amendment Requirement.** This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-21 above or in VI.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

**B. Preliminary Engineering Survey.**

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Conceptual Site Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Eleven-Million Five-Hundred Twenty-Eight Thousand Two Hundred and Twenty-Three Dollars ($11,528,223). A cost estimate for the Public Improvements is attached hereto and incorporated herein as Exhibit E.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Conceptual Site Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. The actual Public Improvements to be constructed will be determined by the City, and variations from the estimate shall not constitute a material modification of this Service Plan. All Public Improvements contemplated herein benefit the residents, property owners, and taxpayers of the District, and such benefit accrues to such residents, property owners, and taxpayers of the District regardless of the specific or general location of the various Public Improvements.

The Public Improvements generally depicted and described in the cost estimates have been presented for illustration only, and the exact design, subphasing of construction and location of the Public Improvements will be determined at the time of City approvals and public works approval and such decisions shall not be considered to be a material modification of the Service Plan.
VI.  FINANCIAL PLAN

A.  General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Thirty Million Dollars ($30,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. Specifically, these revenue sources are Fees, specific ownership taxes, interest income, developer operating advances, and advances for infrastructure.

The parameters in the Financial Plan are based upon current estimates and will change based on actual development of the Project. The Financial Plan is one projection of the issuance of Debt by the District based on certain development assumptions. It is expected that actual development (including, but not limited to product types, market values, and absorption rates) will vary from that projected and illustrated in the Financial Plan, which variations and deviations shall not constitute a material modification of this Service Plan.

Notwithstanding anything in this Service Plan to the contrary, the projections set forth in this Service Plan and the Financial Plan are projections based upon current market conditions. The actual amounts, interest rates, and terms of any Debt will likely change from that reflected in the Financial Plan and each issue of Debt will be based upon the actual conditions existing at the time of issuance, subject to the limitations of the Service Plan.

B.  Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C.  Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills;
provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2017, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. If the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon the following specific revenue sources authorized by law Fees, specific ownership taxes, interest income, developer operating advances, and developer advances for infrastructure. At the District’s discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time and as limited by Section V.A. 15-16. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except
pursuant to an intergovernmental agreement between the District and the City, and except pursuant to Section VI.D above.

F. **Debt Instrument Disclosure Requirement.**

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. **Security for Debt.**

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District’s obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. **TABOR Compliance.**

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District’s Board, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and intergovernmental agreement, attached as Exhibit D.

I. **District Operating Costs.**

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District’s organization and initial operations, are anticipated to be One-Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year’s operating budget for the District is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.
The Maximum Debt Mill Levy for the repayment of Debt shall apply to the District’s ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII. **ANNUAL REPORT**

A. **General.**

The District shall be responsible for submitting an annual report to the City Clerk within six months of the close of the fiscal year.

B. **Reporting of Significant Events.**

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District’s boundaries as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.
3. Copies of the District’s rules and regulations, if any, as of December 31 of the prior year.
4. A summary of any litigation which involves the District’s Public Improvements as of December 31 of the prior year.
5. Status of the District’s construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The assessed valuation of the District for the current year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District’s financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.
VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE NOTICES

The District will provide a written notice of disclosure to all initial purchasers of property in the District that describes the impact of the District’s mill levy and fees on each residential property along with the purchase contract. The District shall record the notice of disclosure for each property within the District with Jefferson County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed. The notice of disclosure shall include the maximum mill levy that may be assessed and associated taxes that may be imposed on the residential property for each year the District is in existence.

The District will provide information to potential residential buyers and prominently display the key provisions of the District at all sales offices. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the District is in existence and the improvements that are or have been paid for by the District.

X. INTERGOVERNMENTAL AGREEMENT

The form of the amended and restated intergovernmental agreement required by the City Code, relating to the limitations imposed on the District’s activities, is attached hereto as Exhibit D. The District shall approve the amended and restated intergovernmental agreement in the form attached as Exhibit D at its first Board meeting after its organizational election. Failure of the District to execute the amended and restated intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the amended and restated intergovernmental agreement in the form attached as Exhibit D.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Chapter 91 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.
EXHIBIT A

Legal Description
LOTS 1-77 BLOCK 1, LOTS 80-86 BLOCK 1, LOTS 1-41 BLOCK 2, LOTS 55-66 BLOCK 2, TRACT A
BLOCK 1, TRACT A BLOCK 1, TRACT E BLOCK 1, TRACT F BLOCK 1, TRACT G BLOCK 1,
TRACT K BLOCK 1, TRACT M BLOCK 1, TRACT B BLOCK 2, TRACT H BLOCK 2, TRACT L
BLOCK 2, TRACT N BLOCK 2, TRACT O BLOCK 2, TRACT R BLOCK 2, TRACT C BLOCK 3,
TRACT D BLOCK 3, TRACT I BLOCK 3, TRACT P BLOCK 3

SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2019046492 AND
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF
COLORADO.
EXHIBIT B

Arvada Vicinity Map
EXHIBIT C-1

District Boundary Map
EXHIBIT C-2

Inclusion Area Boundary Map
SABELL METROPOLITAN DISTRICT INCLUSION AREA 1:

LOTS 78 AND 79 BLOCK 1, LOTS 42-54 BLOCK 2, LOTS 1-50 BLOCK 3

SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2019046492 AND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.
SABELL METROPOLITAN DISTRICT

SHEET 2 OF 2

LOCATION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SCALE: 1"=300'
DATE: 10-02-19
PROJECT NO: 0009-1615
AREA:
PATH: J:0009/1615/SURVEY/EXHIBITS/DISTRICT
BOUNDARIES/SABELL_DISTRICT-INCLUSION-AREA 1.DWG
TRACT U BLOCK 3, TRACT J BLOCK 4, TRACT T BLOCK 5

SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2019046492 AND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.
SABELL METROPOLITAN DISTRICT

SABELL METROPOLITAN DISTRICT - INCLUSION AREA 2

LOCATION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SCALE: 1"=300'  DATE: 10-02-19  PROJECT NO: 0009-1615  AREA:

PATH: J:0009-1615\SURVEY\EXHIBITS\DISTRICT_BOUNDARIES\SABELL_DISTRICT-INCLUSION AREA 2.DWG
EXHIBIT D

Amended and Restated Intergovernmental Agreement between the District and Arvada
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ARVADA, COLORADO
AND SABELL METROPOLITAN DISTRICT NO. 2

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the
“Agreement”) is made and entered into as of the ___ day of ____________, 2019, by and
between the CITY OF ARVADA, a home-rule municipal corporation of the State of Colorado
(“City”) and SABELL METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and
political subdivision of the State of Colorado (the “District”). The City and the District are
collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City previously approved a Service Plan for Sabell Metropolitan District
No. 1 and the District on September 17, 2018 pursuant to Resolution R18-099 (“Original Service
Plan”); and

WHEREAS, Sabell Metropolitan District No. 1 (“District No. 1”) procedurally held an
organizational election in November 2018, however, it was later discovered that due to a
scivenor’s error in the labeling of the legal description for District No. 1, there were no eligible
electors within the boundaries of District No. 1 at the time of the election and as a result Sabell
Metropolitan District No. 1 was not organized; and

WHEREAS, pursuant to the Original Service Plan and the Arvada City Code, the District
and the City entered into that certain Intergovernmental Agreement dated March 15, 2019 (the
“Original IGA”); and

WHEREAS, since approval of the Original Service Plan, development plans for the Project
have proceeded quicker than anticipated, a duel district structure is no longer necessary and the
District will operate independently; and

WHEREAS, the City approved the Amended and Restated Service Plan for the District on
November 18, 2019 pursuant to Resolution _____ (the “Amended Service Plan”); and

WHEREAS, the Amended Service Plan makes reference to the execution of an
intergovernmental agreement between the City and the District, as required by the Arvada City
Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their
respective taxpayers, residents and property owners to amend and restate the Original IGA to
modify certain provisions related to the Regional Contribution and terminate the Original IGA.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein
contained, and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS
1. **Operations and Maintenance.** The District shall dedicate the Public Improvements, as defined in the Amended Service Plan, to the City or other appropriate jurisdiction or owners association in a manner consistent with the approved development plans and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized to operate and maintain any part or all of the Public Improvements which are not dedicated to the City or other appropriate jurisdiction, including park and recreation improvements, without the consent of the City, in accordance with the approved development plans.

2. **Fire Protection.** The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services without a modification of this Agreement by the Parties. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. **Television Relay and Translation.** The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services without a modification of this Agreement by the Parties, except for the installation of conduit as a part of a street construction project.

4. **Telecommunication Facilities.** The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

5. **Construction Standards Limitation.** The District will use reasonable efforts to insure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. **Zoning and Land Use Requirements.** The District agrees that their activities shall be subject to all of the City’s applicable zoning, subdivision, building code and other land use requirements.

7. **Issuance of Privately Placed Debt.** Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

   We are [I am] an External Financial Advisor within the meaning of the District’s Amended Service Plan.

   We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption
provisions, is reasonable considering the financial circumstances of the District.

8. **Overlap Limitation.** The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. **Initial Debt.** On or before the effective date of approval by the City of an Approved Conceptual Site Plan and approval and execution of this Agreement, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. **Total Debt Issuance.** The District shall not issue Debt in excess of Thirty Million Dollars ($30,000,000).

11. **Bond Counsel Opinion.** Prior to the issuance of any bond issue, the District shall provide a copy of an opinion of a bond counsel acceptable to the City stating that the bond issue satisfies Chapter 91 of the City Code of the City of Arvada, the Amended Service Plan, and the requirements of state law.

12. **Fee Limitation.** The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

13. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, without a modification of this Agreement by the Parties.

14. **Sales and Use Tax.** The District shall not exercise their City sales and use tax exemption.

15. **Monies from Other Governmental Sources.** The District agrees not to apply for or accept Conservation Trust Funds, Great Outdoors Colorado Trust Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for without administrative approval from the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

16. **Consolidation.** The District shall not file a request with any Court to consolidate with another Title 32 district without prior written approval of the City Council as evidenced by a resolution after a public hearing thereon.
17. **Bankruptcy.** All of the limitations contained in the Amended Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a service plan amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approved necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943 (b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Amended Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a service plan amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the District.

18. **Dissolution.** Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until (i) the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes, and (ii) the District has provided for the operation and maintenance of all Public Improvements owned or operated by the District.

19. **Disclosure.** The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all initial purchasers of property within the District that discloses the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, fees, toll, and charges or other revenues (the “Disclosure Information”). The District shall file the form of notice with the City Manager and Community Development director prior to the initial issuance of debt by the District imposing the mill levy that is subject to the Maximum Debt Mill Levy, and shall record the notice of disclosure with Jefferson County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed.

The District will use reasonable efforts to assure that the Disclosure Information, at least equal in size and font to all other pertinent information, is displayed at all sales offices.

20. **Service Plan Amendment Requirement.** Actions of the District which violates the limitations set forth in V.A.1-20 or VI.B-G of the Amended Service Plan shall be deemed to be material modifications to the Amended Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.
21. **Maximum Debt Mill Levy.** The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be determined as follows:

(a) If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2017, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) If the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Amended Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

22. **Maximum Debt Mill Levy Imposition Term.** The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

23. **Regionally Significant Improvements.** The District agrees to fund up to $1,174,786.80 (“Regional Contribution”), towards regionally significant improvements located at 52nd Avenue and Ward Road as more particularly set forth on Exhibit A attached hereto and incorporated herein by this reference (the “Regional Improvements”). The Regional Contribution shall be paid from bond proceeds and shall be payable to the City when the District issues Debt. The City agrees that it shall use the Regional Contribution to fund Regional
Improvements that shall be owned, operated and maintained by a public entity, as more fully set forth in a separate intergovernmental agreement to be entered into between the Parties.

24. **Notices.** All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

   To the District: Sabell Metropolitan District No. 2  
   White Bear Ankele Tanaka & Waldron, Attorneys at Law  
   2154 E. Commons Ave, Suite 2000  
   Centennial, Colorado 80122  
   Attn: Kristin Bowers Tompkins, Esq.  
   Phone: (303) 858-1800  
   Fax: (303) 858-1801

   To the City: City of Arvada  
   8101 Ralston Road  
   P.O. Box 8101  
   Arvada, CO 80001-8101  
   Attn: Rachel Morris, Esq.  
   Phone: (720) 898-7193  
   Fax: (720) 898-7175

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. **Amendment.** This Agreement may be amended, modified, changed or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Amended Service Plan.

26. **Assignment.** Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. **Default/Remedies.** Upon the occurrence of any event of breach or default by either party, the non-defaulting party shall provide written notice to the other party. The defaulting party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within 15 days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including
suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys’ fees.

28. **Governing Law.** This agreement shall be governed and construed under the laws of the State of Colorado.

29. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

31. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provisions contained herein, the intention being that such provisions are severable.

32. **Annual Report.** The District shall submit an annual report to the City in every year following the year in which the Order and Decree creating the District has been issued until the year following the dissolution of the District. Such annual report shall be submitted no later than August 1 of each year and shall include information as provided by City Code.

33. **No Liability of City.** The City has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District including any bonds.

34. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

35. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Amended Service Plan.

[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

SABELL METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________________
    President

ATTEST:

By: _________________________________
    Its: _________________________________

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

__________________________
General Counsel to the District
CITY OF ARVADA

Name: _____________________________
Title: _______________________________

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
Exhibit A

Regional Improvements
EXHIBIT E

Cost Estimates – Public Improvements
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>(All)</th>
<th>DESCRIPTION</th>
<th>(Multiple Items)</th>
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### Values

<table>
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<tr>
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<th>TOTAL COST</th>
<th>MOBILIZATION</th>
<th>CONTINGENCY (10%)</th>
<th>WARRANTY / PERMITS (5%)</th>
<th>STAKEOUT / MATERIAL / TESTING (9%)</th>
<th>TOTAL</th>
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<td>-</td>
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<td>579,061</td>
</tr>
<tr>
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<td>-</td>
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<tr>
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<td><strong>76,000</strong></td>
<td><strong>814,766</strong></td>
<td><strong>407,383</strong></td>
<td><strong>800,092</strong></td>
<td><strong>11,528,223</strong></td>
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### Itemized Costs

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<tr>
<th>ITEM</th>
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<th>STAKEOUT / MATERIAL / TESTING (12%)</th>
<th>WARRANTY / PERMITS (5%)</th>
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<td>J</td>
<td>MANAGEMENT FEE</td>
<td>290,766</td>
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<td>-</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>9,429,982</strong></td>
<td><strong>76,000</strong></td>
<td><strong>814,766</strong></td>
<td><strong>407,383</strong></td>
<td><strong>800,092</strong></td>
<td><strong>11,528,223</strong></td>
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**Total Cost:** $11,528,223
### Combined Sanitary Item (Multiple Items)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ENGINEER'S EST. QTIES</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<tr>
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<td>11,578</td>
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<td>4” PVC Service (30’ Avg.)</td>
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<td>209</td>
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<td>320,423</td>
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<td>4” Underdrain Service</td>
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<td>209</td>
<td>1,032</td>
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<td>6” Perf PVC UD SDR - 35 in sock (Same Trench)</td>
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<table>
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<th>UNIT</th>
<th>ENGINEER'S EST. QTIES</th>
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<tr>
<td>C 4” Underdrain Service</td>
<td>EA</td>
<td>$209</td>
<td>$1,032</td>
<td>$107,852</td>
<td></td>
</tr>
<tr>
<td>D 6” Perf PVC UD SDR - 35 in sock (Same Trench)</td>
<td>LF</td>
<td>$6,092</td>
<td>$44</td>
<td>$134,024</td>
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<tr>
<td>E 8” PVC (0-10’ Depth) w/ Squeege</td>
<td>LF</td>
<td>$6,092</td>
<td>$110</td>
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<tr>
<td>F Testing</td>
<td>LF</td>
<td>$6,092</td>
<td>$8</td>
<td>$25,130</td>
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<tr>
<td>G Tie to existing</td>
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<td>$2</td>
<td>$5,500</td>
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<tr>
<td>H Underdrain Cleanout (2 per MH)</td>
<td>EA</td>
<td>$70</td>
<td>$1,031</td>
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<p>| <strong>Total</strong>                                       |      |                        |            | <strong>$1,166,688</strong>|</p>
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<tr>
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<tr>
<td>15' Type R Inlet</td>
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<td>18&quot; RCP CL III TG/ C-443 0-8' w/squeege</td>
<td>LF</td>
</tr>
<tr>
<td>24&quot; FES</td>
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<td>24&quot; RCP CL III TG/ C-443 0-8' w/squeege</td>
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</tr>
<tr>
<td>30&quot; RCP CL III TG/ C-443 0-8' w/squeege</td>
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<tr>
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<tr>
<td>36&quot; RCP CL III TG/ C-443 0-8' w/squeege</td>
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<tr>
<td>48&quot; FES</td>
<td>EA</td>
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<tr>
<td>48&quot; RCP CL III TG/ C-443 0-8' w/squeege</td>
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</tr>
<tr>
<td>5&quot; Diameter MH (0-8) w/24&quot; Cover</td>
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</tr>
<tr>
<td>6&quot; Diameter MH (0-8) w/24&quot; Cover</td>
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</tr>
<tr>
<td>Type D Inlet</td>
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<tr>
<td>Type D Inlet Outlet Structure</td>
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</tr>
<tr>
<td>Type L Riprap (Emergency Overflow)</td>
<td>CY</td>
</tr>
<tr>
<td>Type M Riprap</td>
<td>CY</td>
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<td>Grand Total</td>
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<table>
<thead>
<tr>
<th>ITEM</th>
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<th>UNIT</th>
<th>ENGINEER'S EST. Q'TIES</th>
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$1,391,485
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## Combined Concrete Values

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## Combined Costs

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$1,151,079
AMENDED AND RESTATE SERVICE PLAN

FOR

SABELL METROPOLITAN DISTRICT NO. 2

TO BE KNOWN AS SABELL METROPOLITAN DISTRICTS NOS. 1 & 2

CITY OF ARVADA, COLORADO

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

Submitted on

September 5, 2018
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**EXHIBIT A** Legal Descriptions

**EXHIBIT B** Arvada Vicinity Map

**EXHIBIT C-1** Districts’ Boundary Map

**EXHIBIT C-2** Inclusion Area Boundary Map

**EXHIBIT D** ———Amended and Restated——— Intergovernmental Agreement between the Districts and Arvada

**EXHIBIT E** Cost Estimates – Public Improvements
I. INTRODUCTION

A. Background.

On September 17, 2018, by Resolution R18-099, the City Council approved the Service Plan (the “Original Service Plan”) for Sabell Metropolitan District Nos. 1 and 2 (together, the “Districts”). Sabell Metropolitan District No. 2 is currently in the process of changing its name to Sabell Metropolitan District (the “District”).

At the time of City approval of the Original Service Plan it was anticipated that the Districts would together undertake the financing and construction of the Public Improvements. Following the City approval of the Original Service Plan, the District was organized at an election held in November 2018. District No. 1 procedurally held an election in November 2018, however, it was later discovered that due to a scrivener’s error in the labeling of the legal description for District No. 1, there were no eligible electors within the boundaries of District No. 1 at the time of the election. As a result, District No. 1 was never organized.

Since approval of the Original Service Plan, development plans for the Project have proceeded quicker than anticipated. As such, a dual district structure is no longer necessary. This Amended and Restated Service Plan is to eliminate reference to District No. 1 and recognize that the District will operate independently.

B. Purpose and Intent.

The City Council has adopted an Ordinance establishing Chapter 91 which governs the creation of Special Districts in Arvada. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan.

It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

C. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. Objective of the City Regarding District’s Service Plan.
The City’s objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Fees as limited by Section V.A.15.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs pursuant to the approved Conceptual Site Plan for the property. Operation and maintenance services are allowed through an intergovernmental agreement with the City, attached as Exhibit D.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Board or Boards: means the board of directors of one the District, or the boards of directors of both Districts in the aggregate, as the context may provide.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

City: means the City of Arvada, Colorado.

City Code: means the City Code of the City of Arvada, Colorado.

City Council: means the City Council of the City of Arvada, Colorado.
Districts: means collectively Sabell Metropolitan District No. 2, to be known as Sabell Metropolitan District No. 1 and Sabell Metropolitan District No. 2.

District Boundaries: means the original boundaries of the District's area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as Exhibit C-1, describing the District's original boundaries.

District No. 1: means the Sabell Metropolitan District No. 1.

District No. 2: means the Sabell Metropolitan District No. 2.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.15. below.

Financial Plan: means the Financial Plan described in Section VI which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The financial plan is based upon current estimates and will change based on actual development of the Project.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as Exhibit C-2, describing the property proposed for inclusion within the District.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property as set forth in Section VI.D below.
**Project:** means the development or property commonly referred to as Sabell.

**Public Improvements:** means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below that benefit the Service Area and serve the future taxpayers and inhabitants of the Service Area as determined by the Boards of the Districts.

**Service Area:** means the property within the District Boundaries.

**Service Plan:** means this amended and restated service plan for the Districts approved by City Council.

**Service Plan Amendment:** means an amendment to the Service Plan approved by City Council in accordance with the City’s ordinance and the applicable state law.

**Special District Act:** means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

**State:** means the State of Colorado.

**Taxable Property:** means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

**III. BOUNDARIES**

The area of the District Boundaries includes approximately twenty-five (25) acres. A legal description of the District Boundaries and the Inclusion Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the District Boundaries is attached hereto as Exhibit C-1, and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2.

**IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately twenty-five acres of residential land. The current assessed valuation of the Service Area is $0 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately six-hundred twenty-two (622) people (based on 2.5 persons per residence and 249 single-family residential units).

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto or any other Development Plan.

**V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**
A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the approved Development Plans and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The Districts are required and obligated to operate and maintain park and recreation improvements. Unless otherwise specified in the intergovernmental agreement, in the form attached as Exhibit D, all parks and trails shall be open to the general public free of charge.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Zoning and Land Use Requirements. The Districts shall be subject to all of the City’s zoning, subdivision, building code and other land use requirements.

7. Growth Limitations. The Districts acknowledges that the City shall not be limited in implementing Council or voter approved growth limitations, even though such actions
may reduce or delay development within the Districts and the realization of the District’s revenue.

8. **Privately Placed Debt Limitation.** Prior to the issuance of any privately placed Debt, the issuing District shall obtain the certification of an External Financial Advisor substantially as follows:

   We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

   We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

9. **Eminent Domain Limitation.** The Districts shall not be authorized to utilize the power of eminent domain except as otherwise provided pursuant to an intergovernmental agreement with the City.

10. **Water Rights/Resources Limitation.** The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with the City.

11. **Inclusion Limitation.** The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City Council. The District shall not include within any of its boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

12. **Overlap Limitation.** The Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

13. **Initial Debt Limitation.** On or before the effective date of approval by the City of an Approved Conceptual Site Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

14. **Total Debt Issuance Limitation.** The Districts shall not issue Debt in excess of Thirty Million Dollars ($30,000,000).
15. **Fee Limitation.** The Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

16. **Public Improvement Fee Limitation.** The Districts shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except as provided pursuant to an intergovernmental agreement with the City.

17. **Sales and Use Tax.** The Districts shall not exercise their City sales and use tax exemption.

18. **Monies from Other Governmental Sources.** The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the Districts without any limitation.

19. **Consolidation Limitation.** The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

20. **Bankruptcy Limitation.** All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

   (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

   (b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

   Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the Districts.
21. **Reimbursement Agreement.** It is unknown whether reimbursement agreements with third-party developers or adjacent landowners will be necessary or desirable after the District’s organization. Any such agreement would provide the means to reimburse the Districts for costs of improvements that benefit third-party landowners. If a reimbursement agreement exists or is entered into for an improvement financed by the Districts, any and all resulting reimbursements received for such improvement shall be deposited in the respective District’s debt service fund and used for the purpose of retiring the District’s debt.

22. **Service Plan Amendment Requirement.** This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-21 above or in VI.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

**B. Preliminary Engineering Survey.** The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Conceptual Site Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Eleven-Million Five-Hundred Twenty-Eight Thousand Two Hundred and Twenty-Three Dollars ($11,528,223). A cost estimate for the Public Improvements is attached hereto and incorporated herein as Exhibit E.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Conceptual Site Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. The actual Public Improvements to be constructed will be determined by the City, and variations from the estimate shall not constitute a material modification of this Service Plan. All Public Improvements contemplated herein benefit the residents, property owners, and taxpayers of the Districts, and such benefit accrues to such residents, property owners, and taxpayers of the Districts regardless of the specific or general location of the various Public Improvements.

The Public Improvements generally depicted and described in the cost estimates have been presented for illustration only, and the exact design, subphasing of construction and location of the Public Improvements will be determined at the time of City approvals and public works approval and such decisions shall not be considered to be a material modification of the Service Plan.

**VI. ** **FINANCIAL PLAN**
A. **General.**

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Thirty Million Dollars ($30,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. Specifically, these revenue sources are Fees, specific ownership taxes, interest income, developer operating advances, and advances for infrastructure.

The parameters in the Financial Plan are based upon current estimates and will change based on actual development of the Project. The Financial Plan is one projection of the issuance of Debt by the Districts based on certain development assumptions. It is expected that actual development (including, but not limited to product types, market values, and absorption rates) will vary from that projected and illustrated in the Financial Plan, which variations and deviations shall not constitute a material modification of this Service Plan.

Notwithstanding anything in this Service Plan to the contrary, the projections set forth in this Service Plan and the Financial Plan are projections based upon current market conditions. The actual amounts, interest rates, and terms of any Debt will likely change from that reflected in the Financial Plan and each issue of Debt will be based upon the actual conditions existing at the time of issuance, subject to the limitations of the Service Plan.

A. **Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

B. **Maximum Debt Mill Levy.**

The “Maximum Debt Mill Levy” shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Debt, and shall be determined as follows:

1. If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to
such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2017, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. If the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the issuing District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the issuing District is entitled to pledge to its payment an unlimited ad valorem mill levy, the issuing District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the issuing District’s Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “Districts” as used herein shall be deemed to refer to the Districts and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

C. Maximum Debt Mill Levy Imposition Term.

The Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

D. Debt Repayment Sources.

The Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon the following specific revenue sources authorized by law Fees, specific ownership taxes, interest income, developer operating advances, and developer advances for infrastructure. At the District’s discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time and as limited by Section V.A. 15-16. In no event shall the debt service mill levy in the Districts exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the Districts and the City, and except pursuant to Section VI.D above.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

F. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District’s obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

G. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the District’s Boards, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and intergovernmental agreement, attached as Exhibit D.

H. Districts’ Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District’s organization and initial operations, are anticipated to be One-Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year’s operating budget for the Districts is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.
The Maximum Debt Mill Levy for the repayment of Debt shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII.  ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the City Clerk within six months of the close of the fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation which involves the District's Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.
VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agrees to file a petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE NOTICES

The Districts will provide a written notice of disclosure to all initial purchasers of property in the Districts that describes the impact of the District’s mill levy and fees on each residential property along with the purchase contract. The Districts shall record the notice of disclosure for each property within the Districts with Jefferson County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed. The notice of disclosure shall include the maximum mill levy that may be assessed and associated taxes that may be imposed on the residential property for each year the Districts are in existence.

The Districts will provide information to potential residential buyers and prominently display the key provisions of the approved Districts at all sales offices. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the Districts are in existence and the improvements that are or have been paid for by the Districts.

X. INTERGOVERNMENTAL AGREEMENT

The form of the amended and restated intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts’s activities, is attached hereto as Exhibit D. The Districts shall approve the amended and restated intergovernmental agreement in the form attached as Exhibit D at their first Board meeting after their organizational election. Failure of the Districts to execute the amended and restated intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the amended and restated intergovernmental agreement in the form attached as Exhibit D.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Chapter 91 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.
EXHIBIT A

Legal Descriptions
EXHIBIT B

Arvada Vicinity Map
EXHIBIT C-1

Districts Boundary Map
EXHIBIT C-2

Inclusion Area Boundary Map
EXHIBIT D

Amended and Restated Intergovernmental Agreement between the District and Arvada
EXHIBIT E

Cost Estimates – Public Improvements
AFFIDAVIT OF PUBLICATION

State of Colorado )ss
County of Jefferson

This Affidavit of Publication for the Wheat Ridge Transcript, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 24th day of October A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

[Signature]

for the Wheat Ridge Transcript
State of Colorado )
County of Arapahoe )ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 24th day of October A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

[Signature]

My Commission Expires 02/22/22

Notary Public

20134073610-866390
AFFIDAVIT OF PUBLICATION

State of Colorado ) ss
County of Jefferson

This Affidavit of Publication for the Arvada Press, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 24th day of October A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

for the Arvada Press
State of Colorado ) ss
County of Arapahoe

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 24th day of October A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073610
My Commission Expires 02-22-2022

My Commission Expires 02/22/22

Public Notice

NOTICE OF PUBLIC HEARING
ON AMENDED AND RESTATED SERVICE PLAN

IN RE THE AMENDED AND RESTATED SERVICE PLAN FOR SABELL METROPOLITAN DISTRICT NO. 2, TO BE KNOWN AS SABELL METROPOLITAN DISTRICT, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to Section 91-13 of the Arvada municipal code (the "City Code"), an Amended and Restated Service Plan (the "Service Plan") for Sabell Metropolitan District No. 2, to be known as Sabell Metropolitan District (the "District") has been filed with the City of Arvada, Jefferson County, Colorado. The Service Plan is on file and open for inspection in the office of the City Clerk, City Hall, 8101 Ralston Road, Arvada, Colorado 80002.

A public hearing on the Service Plan will be held by the City Council of the City of Arvada (the "City Council") on November 18, 2019, at 6:30 p.m., at City Hall, 8101 Ralston Road, Arvada, Colorado 80002, or as soon thereafter as the City Council may hear such matter (the "Public Hearing").

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving, or disapproving the Service Plan.

A general description of the land contained within the boundaries of the District is as follows: approximately 21 acres of residential land generally located on the southeast corner of West 58th Avenue and Ward Road in the City of Arvada, Jefferson County, State of Colorado.

The District is a metropolitan district.

The maximum mill levy for the District for debt shall be forty (50) mills subject to certain adjustment and release provisions as contemplated and described in the Service Plan. The maximum period of time which such levy shall be collected is forty (40) years after the initial imposition of such levy.

Pursuant to § 32-1-203(3.5), C.R.S. and Section 91-15(e) of the City Code, any person owning property in the District may request that such property be excluded from the District by submitting such request to the City Clerk no later than ten days prior to the Public Hearing.

All protests and objections must be submitted in writing to the City Council at or prior to the Public Hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the District not presented in this manner shall be deemed to be waived.

BY ORDER OF THE CITY OF ARVADA
CITY COUNCIL

Legal Notice No.: 405860
First Publication: October 24, 2019
Last Publication: October 24, 2019
Publisher: Wheat Ridge Transcript and the Arvada Press
DATE: November 18, 2019

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:
Bruce Roome, Records Management Coordinator

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report
TO: THE HONORABLE CITY COUNCIL  
DATE: November 18, 2019

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, Mark Deven, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Bruce Roome, Records Management Coordinator

Reviewed by:

Approved by:

Rachel Morris, City Attorney 11/1/2019
Lorie Gillis, Deputy City Manager 11/4/2019
Mark Deven, City Manager 11/4/2019

Enclosure, exhibits & attachments required to support the report
## 2019 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

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<th>WORKSHOPS</th>
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<td>Development Process Improvement Update</td>
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<td>Bond Project Update</td>
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<td>From the Council Retreat:</td>
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<td>Growth Related Infrastructure</td>
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<td>PRESENTATIONS ON CAMERA (BUSINESS MEETING):</td>
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<td>COUNCIL JOINT MEETINGS/DINNERS:</td>
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- 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 (January 18, 2019)