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Tuesday, December 9, 2025, 6:00 PM  
Council Chambers  
One DesCombes Drive  
Broomfield, CO 80020

**\*\* Revised \*\***

[View Correspondence](#)

[View Presentations](#)

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## **1. Meeting Commencement**

- 1.A. Pledge of Allegiance
- 1.B. Review and Approval of Agenda

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## **2. Petitions and Communications**

- 2.A. Proclamation Honoring Senator Faith Winter

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## **3. Councilmember Reports**

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## **4. Public Comment**

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## **5. Reports**

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## **6. Consent Items**

- 6.A. Resolution - Proposed Revised 2025 Budget Third Amendment
  - Resolution No. 2025-166 approving the third Amendment to the 2025 Broomfield Budget
- 6.B. Resolution - Board of Equalization (BOE) for Approval of Mutual Agreements for Abatements over \$10,000
  - Resolution No. 2025-151-BOE approving Mutual Agreements on Abatements over \$10,000
- 6.C. Resolution - Intergovernmental Agreement (IGA) with Jefferson County for Snow & Ice Material Storage
  - Resolution 2025-161 approving an Intergovernmental Agreement with Jefferson County for Shared Snow Removal Operations at the 112th West Storage Facility
- 6.D. Resolution - County Road 7 Renaming to Promenade Street
  - Resolution No. 2025-168 approving the renaming of County Road 7 to Promenade Street
- 6.E. Resolution - Broomfield/Flatiron Crossing Sign Along US 36
  - Resolution No. 2025-167 approving a construction and maintenance agreement for a permanent joint government sign
- 6.F. Resolution - Renewal of Badger Water Meters
  - Resolution No. 2025-54 authorizing the Purchase of Water Meters and Electronic Reading Systems from Badger Meters, Inc.

- 6.G. Resolution - Intergovernmental Agreement (IGA) with North Metro Fire Rescue District  
— Resolution 2025-162 authorizing an Intergovernmental Agreement for the construction of utilities for new fire station #68 between the City and County of Broomfield, and North Metro Fire Rescue District

## **7. Action Items**

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- 7.A. Public Hearing - Knudson Airpark 36 Site Development Plan  
— Resolution No. 2025-165 A resolution approving the Knudson Subdivision Filing No. 1, Lot 3 (Airpark36) Site Development Plan Amendment
- 7.B. Resolution - Utility Pipe Rehabilitation  
— Resolution No. 2025-127 authorizing and approving a Sewer and Stormwater Rehabilitation Agreement
- 7.C. Ordinance - First Reading - Update Landscape Code - Non-Functional Turf  
— Ordinance No. 2291 update the Landscape Code, Chapter 17-70 relating to turf and other related revisions
- 7.D. Ordinance First Reading - Approving an Investment Agreement with GLC Health Ventures  
— Ordinance No. 2282 approving an Investment Agreement with GLC Health Ventures
- 7.E. Council Discussion of and Self Appointments to Boards, External Organizations and Committees

## **8. Mayor and Councilmember Requests for Future Action**

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## **9. Adjournment**

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The City and County of Broomfield operates without regard to race, color, national origin, ethnicity, citizenship, immigration status, gender, age, sex, sexual orientation, gender identity, gender expression, marital status, source of income, military status, or disability in all programs and activities.

Individuals with disabilities requiring accommodation or persons needing a language interpreter must submit such a request to the City Clerk no later than noon on Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. Please call 303.438.6332 or TDD 303.465.5411 or write [cityclerk@broomfield.org](mailto:cityclerk@broomfield.org) to make your request.

During the meeting, individuals can click the “CC” button on Live Council meeting video feeds to view closed captioning. Auxiliary hearing aid equipment can be requested on the night of the meeting with our AV team located at the back of the Council Chambers.





# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Kelli Cole, Executive Office Manager

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM  
**Agenda Category:** Petitions and Communications  
**Agenda Item:** 2A.  
**Subject:** Proclamation Honoring Senator Faith Winter

**Goals:** N/A

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## Overview

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield issues a proclamation honoring the life, service, and legacy of Senator Faith Winter.

### **Attachments**

[Memo for Faith Winter Proclamation.pdf](#)

[Proclamation for Senator Winter.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield issues a proclamation honoring the life, service, and legacy of Senator Faith Winter. The proclamation recognizes Senator Winter's dedicated public service, her leadership, and her meaningful contributions to Broomfield and the State of Colorado. It expresses the community's gratitude for her years of advocacy and acknowledges the lasting impact of her work. The Mayor, on behalf of the City Council and the community, formally honors Senator Winter's memory and contributions with the proclamation.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

N/A

## Alternatives

N/A



# Proclamation

## PROCLAMATION HONORING STATE SENATOR FAITH WINTER

- WHEREAS, the City and County of Broomfield honors the life and legacy of Senator Faith Winter, a dedicated public servant whose compassion, leadership, and commitment to community profoundly shaped the lives of residents across Colorado; and
- WHEREAS, Senator Winter faithfully represented Broomfield and the surrounding region in the Colorado General Assembly, bringing integrity, thoughtfulness, and an unwavering devotion to the people she served; and
- WHEREAS, throughout her public service, Senator Winter championed policies that strengthened families, expanded opportunities for women, supported working people, advanced environmental stewardship, improved transportation, and fostered a more inclusive and equitable Colorado; and
- WHEREAS, her work was rooted in the belief that government should uplift communities, protect the vulnerable, and create conditions in which all people can thrive; and
- WHEREAS, Senator Winter's courage, collaboration, and service-minded leadership earned the respect of colleagues, community partners, and constituents alike; and
- WHEREAS, her passing is felt deeply in Broomfield, where her advocacy, accessibility, and steadfast commitment to public good made a lasting and meaningful impact; and
- WHEREAS, the City and County of Broomfield extends its profound gratitude for Senator Winter's years of service and recognizes the enduring legacy she leaves behind;

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, on behalf of the City Council and our entire community, do hereby honor the life, service, and legacy of Senator Faith Winter, and express our heartfelt appreciation for her extraordinary contributions to Broomfield and the State of Colorado.

*In witness whereof, I hereunto set my hand and official seal on this the 9th day of December, 2025.*

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*Guyleen Castriotta*  
Mayor



# City and County of Broomfield

## City Council Regular Meeting

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### A. Resolution - Proposed Revised 2025 Budget Third Amendment

Meeting	Agenda Group
Tuesday, December 9, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Graham Clark, Director of Finance	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com) (link to project page OR remove if not applicable)

[View Presentation](#)

The purpose of this memo is to present financial information related to the third amendment of the 2025 City and County of Broomfield Budget.

### **Attachments**

[Memo for 12.09.2025 3rd Amd to 2025 Budget \(CCOB\).pdf](#)

[Resolution 2025-166 3rd Amd to 2025 Budget \(CCOB\).pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to provide City Council with all relevant information regarding the proposed third amendment to the 2025 City and County of Broomfield (CCOB) Budget. The City Council has approved two (2) prior revisions to the 2025 budget since its adoption on October 22, 2024.

The current proposed resolution primarily reflects additional grant revenues and expenditures that did not meet the deadline for inclusion in the second amendment that Council approved on October 28, 2025.

The following attachments are included with this memo to provide fund level details of the 2025 revised budget adjustments. The tables referenced below reflect cumulative prior amendments #1-2, as well as the new adjustments in this proposed third (3rd) amendment to the 2025 budget. Revenue and expenditure adjustments (increases and decreases) are also included for reference.

- [2025 Revised Budget Detailed Summary](#)
- [2025 Revised Budget Summary - General Government Funds](#)
- [2025 Revised Budget Summary - Governmental Capital Funds](#)

This proposed amendment includes \$1,335,249 of additional revenue and \$1,102,936 of additional expenditures.

The third proposed City and County amendment, Resolution No. 2025-166, sets the final 2025 amended budget to reflect expenditures of \$776,293,531.

## Financial Considerations

[Resolution 2025-166](#) outlines the financial considerations related to the third amendment to the 2025 budget for the City and County of Broomfield. This amendment has very little financial impact as it primarily relates to grants, the grant revenue and expenses largely offset each other. This adjustment is a standard financial practice to ensure the CCOB budget aligns with planned financial activity.

## Prior Council or Other Entity Actions

October 22, 2024: Council approved [Resolution 2024-149](#) adopting the 2025 CCOB Budget; BURA approved [Resolution 2024-150-UR](#) adopting the 2025 City and County of Broomfield Budget

March 11, 2025: Council approved [Resolution 2025-44](#) amending the 2025 CCOB Budget; BURA approved [Resolution 2025-52-UR](#) amending the 2025 BURA Budget

October 28, 2025: Council approved [Resolution 2025-141](#) amending the 2025 CCOB Budget; BURA approved [Resolution 2025-143-UR](#) amending the 2025 BURA Budget

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the proposed budget amendment, the appropriate motion is...  
**That Resolution 2025-166 be adopted.**

## Alternatives

Do not approve the third budget amendment. The budget, as previously amended, would remain in effect and would not reflect the additional adjustments in revenues and expenditures as provided by this proposed third amendment.

# RESOLUTION NO. 2025-166

A resolution authorizing and approving the third amendment to the City and County of Broomfield Budget for the year 2025

## Recitals.

Whereas, the City Council, by Resolution No. 2024-149, dated October 22, 2024, adopted the budget for the City and County of Broomfield for the calendar year 2025; and

Whereas, the City Council, by Resolution No. 2025-44, dated March 11, 2025, amended the budget for the City and County of Broomfield for the calendar year 2025; and

Whereas, the City Council, by Resolution No. 2025-141, dated October 28, 2025, amended the budget for the City and County of Broomfield for the calendar year 2025; and

Whereas, the City Council desires to amend said budget a third time to reflect additional revisions to expenditures and revenues.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1. Budget Amendment

Pursuant to Section 12.10 of the Charter for the City of Broomfield and upon certification by the City and County Manager, the Budget for the City and County of Broomfield for the year 2025 is hereby amended as follows.

- A. City and County General Fund  
The amount budgeted for total City and County General Fund Expenditures is hereby increased by \$1,065,703 from \$176,694,829 to \$177,760,532.

The amount budgeted for total City and County Fund Revenues is hereby increased by \$1,085,889 from \$171,786,079 to \$172,871,968.

With this amendment, the projected ending fund balance for the City and County General Funds will be \$16,888,692.

- B. Library Fund  
The amount budgeted for total Library Fund Expenditures is hereby increased by \$5,033 from \$4,816,876 to \$4,821,909.

The amount budgeted for total Library Fund Revenues is hereby increased by \$5,032 from \$4,582,878 to \$4,587,910.

With this amendment, the projected ending fund balance for the Library Fund will be \$1,079,504.

C. Human Services Fund

The amount budgeted for total Human Services Fund Expenditures is hereby increased by \$32,200 from \$23,923,412 to \$23,955,612.

The amount budgeted for total Human Services Fund Revenues is hereby increased by \$244,328 from \$23,431,753 to \$23,676,081.

With this amendment, the projected ending fund balance for the Human Services Fund will be \$6,002,066.

D. Capital Improvement Fund

The amount budgeted for total Capital Improvement Fund Expenditures is hereby increased by \$0 from \$124,201,607 to \$124,201,607.

The amount budgeted for total Capital Improvement Fund Revenues is hereby increased by \$44,000 from \$65,861,233 to \$65,905,233.

With this amendment, the projected ending fund balance for the Capital Improvement Fund will be \$5,825,778.

**Section 2. Budget Tables**

Budget Tables for all amended funds are made an integral part hereof, and all other applicable budget tables are amended by the inclusion of the amendments set forth above.

**Section 3. Effective Date**

This resolution is effective upon its approval by the City Council.

Approved on December 9, 2025

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



**B. Resolution - Board of Equalization (BOE) for Approval of Mutual Agreements for Abatements over \$10,000**

Meeting	Agenda Group
Tuesday, December 9, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Jay Yamashita	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 2025-151-BOE approving Mutual Agreements on Abatements over \$10,000

Staff is requesting that Council, sitting as the Board of Equalization, approve the mutual agreements for abatement/refund of property taxes recommended by the Assessor and agreed upon between the Assessor and the petitioners outlined in the memo. Resolution No. 2025-151-BOE Approval of Mutual Agreement for Abatement over \$10,000

### **Attachments**

[BOE Memo - Approval of mutual agreements for abatements over \\$10,000 - 12.9.2025.pdf](#)

[Resolution 2025-151-BOE - Approval of Mutual Agreements on abatements.pdf](#)

[Spinnaker Way Broomfield LLC R8875499 R8878062 Abatement Petition\\_FINAL.pdf](#)

[Flagship Biosciences Inc P6404000 Abatement Petition\\_FINAL.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve the mutual agreements for abatement/refund of property taxes recommended by the Assessor and agreed upon between the Assessor and the petitioners outlined below.

The taxpayers identified below have filed abatement petitions alleging that their property has been overvalued or that their tax levy is levied erroneously. The Assessor recommends approval of these mutual agreements resolving the petitions in the amounts indicated. City Council acting as the Board of Equalization has previously delegated authority to the Assessor to resolve abatement appeals that are less than \$10,000. The resolution of these appeals are over \$10,000 and thus require City Council approval.

If the abatement appeals are approved by Council, the Treasurer's Office will calculate interest owed and send payment to the taxpayer. The Property Tax Administrator must approve all refunds in excess of \$10,000. Upon approval of this resolution, the abatements will be sent to the Property Tax Administrator for further review in accordance with C.R.S §39-2-116. If unsatisfied with Council's action, a taxpayer may appeal further to the State Board of Assessment Appeals.

## Financial Considerations

Petitioner	Taxes Abated/Refunded
<a href="#">SPINNAKER WAY BROOMFIELD LLC R8878062</a>	\$306,251.12
<a href="#">SPINNAKER WAY BROOMFIELD LLC R8875499</a>	\$235,616.32

Rationale: The four buildings were originally valued using the cost approach and it was determined that the income approach, which considers the oversupply of new warehouses, is correct.

<a href="#">FLAGSHIP BIOSCIENCES INC P6404000</a>	\$19,314.88
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Rationale: This corrects the declaration filing containing assets located outside of Broomfield.

Total	\$561,182.32
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## Prior Council or Board Of Equalization Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the recommendations of the Assessor and approve the mutual agreements, whose terms are agreed upon by the Assessor and the property owners, the appropriate motion is...

That Resolution 2025-151-BOE be adopted.

## **Alternatives**

Council could deny the abatements and reject the mutual agreements, in which case the petitioners are likely to file for further appeals to the State Board of Assessment Appeals.

# RESOLUTION NO. 2025-151-BOE

A resolution approving Mutual Agreements on Abatements over \$10,000

## Recitals.

Whereas, City Council sits as the Broomfield Board of Equalization; and

Whereas, pursuant to C.R.S. §39-1-113 and 39-10-114, City Council has considered the recommendations of the Assessor relating to the petitions for abatement or refund as submitted by the taxpayers identified below.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado sitting as the Board of Equalization:

## Section 1.

The findings and mutual agreements between the petitioners and Assessor over \$10,000 listed below are hereby approved:

1. Petitioner Schedule No.: SPINNAKER WAY BROOMFIELD LLC R8878062
2. Petitioner Schedule No.: SPINNAKER WAY BROOMFIELD LLC R8875499
3. Petitioner Schedule No.: FLAGSHIP BIOSCIENCES INC P6404000

and if the mutual agreements are approved by the Property Tax Administrator, the Treasurer is directed to the abatement of taxes pro rata for all levies applicable to such property, or, in the case of a refund, refund of taxes pro rata by all jurisdictions receiving payment thereof in accordance with state law.

## Section 2.

This resolution is effective on the date of approval by the City Council of the City and County of Broomfield.

Approved on December 9, 2025.

The Broomfield Board of Equalization

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Mayor Guyleen Castriotta

Attest:

---

Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney

# Petition For Abatement Or Refund Of Taxes

County: Broomfield

Date Received 09/11/2025 BY  
BROOMFIELD  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

**ASSESSOR  
DEPARTMENT**

Date: September 9, 2025  
Month Day Year

Petitioner's Name: Spinnaker Way Broomfield LLC

Petitioner's Mailing Address: c/o Sterling Property Tax Specialists, Inc., 950 South Cherry Street, #320  
Denver CO 80246  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R8875499</u>	<u>17702 Spinnaker Way</u>
<u>R8878062</u>	<u>17454 Spinnaker Way</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

See Attached

Petitioner's estimate of value: \$ 31,983,668 (2024)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

By /s/ Brenda L. Fearn Daytime Phone Number (303) 757-8865  
Agent's Signature\* By Brenda L. Fearn for Sterling Property Tax Specialists, Inc.

Printed Name: \_\_\_\_\_ Email nina@sterlingpts.com

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year 2024

	Value	Adjusted	Assessment	Assessed	Mill	
Actual	Adjustment	Actual	Rate	Value	Levy	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2024 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):  
See Attachment A

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**Section II:**

**Assessor's Recommendation**

Account Number: R8875499

(For Assessor's Use Only)

Tax Year 2024

Tax Year \_\_\_\_\_

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Origina	<u>17,748,640</u>	<u>4,951,870</u>	<u>\$812,349.32</u>	_____	_____	_____
Corrected	<u>12,600,000</u>	<u>3,515,400</u>	<u>\$576,733.00</u>	_____	_____	_____
Abate/Refund	<u>-5,148,640</u>	<u>-1,436,470</u>	<u>-\$235,616.32</u>	<u>0</u>	<u>0</u>	<u>\$0.00</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2024 Protest?  No **Yes (If a protest was filed, please attach a copy of the NOD.)**  
 Tax year: \_\_\_\_\_ Protest?  No **Yes (If a protest was filed, please attach a copy of the NOD.)**

Assessor recommends denial for the following reason(s):



Assessor's Signature

**Section II:**

**Assessor's Recommendation**

Account Number: R8878062

(For Assessor's Use Only)

Tax Year 2024

Tax Year \_\_\_\_\_

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Origina	<u>39,793,150</u>	<u>11,102,290</u>	<u>\$1,821,319.56</u>	_____	_____	_____
Corrected	<u>33,100,000</u>	<u>9,234,900</u>	<u>\$1,515,068.44</u>	_____	_____	_____
Abate/Refund	<u>-6,693,150</u>	<u>1,867,390</u>	<u>-\$306,251.12</u>	<u>0</u>	<u>0</u>	<u>\$0.00</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2024 Protest?  No **Yes (If a protest was filed, please attach a copy of the NOD.)**  
 Tax year: \_\_\_\_\_ Protest?  No **Yes (If a protest was filed, please attach a copy of the NOD.)**

Assessor recommends denial for the following reason(s):



Assessor's Signature

**FOR ASSESSORS AND BOARD OF EQUALIZATION USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of Equalization or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Board of Equalization of the City and County of Broomfield authorize the Assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Account R8875499	Tax Year <u>2024</u>	Account R8878062	Tax Year <u>2024</u>		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
<b>Original</b>	\$17,748,640	\$4,951,870	\$812,349.32	\$39,793,150	\$11,102,290	\$1,821,319.56
<b>Corrected</b>	\$12,600,000	\$3,515,400	\$576,733.00	\$33,100,000	\$9,234,900	\$1,515,068.44
<b>Abate/Refund</b>	\$5,148,640	\$1,436,470	\$235,616.32	\$6,693,150	\$1,867,390	\$306,251.12

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Brendan Feare  
Petitioner's Signature

9/26/2025

Date

10/2/2025

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

Date

**Section IV: Decision of the Board of Equalization**

(Must be completed if Section III does not apply)

WHEREAS, the Board of Equalization of the City and County of Broomfield, State of Colorado, at a duly and lawfully called regular meeting held on 12 / 9 / 2025, at which meeting there were present the following members:

\_\_\_\_\_  
**Broomfield City Council sitting as the Board of Equalization**

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor or his representative (~~being present~~-**not present**) and

Petitioner SPINNAKER WAY BROOMFIELD LLC (~~being present~~-**not present**), and WHEREAS, the said  
Name

Board of Equalization have carefully considered the within petition, and are fully advised in relation thereto,

NOW BE IT RESOLVED, that the Board (~~agrees~~-**does not agree**) with the recommendation of the Assessor and the petition be (~~approved~~-**approved in part--denied**) with an abatement/refund as follows:

<u>2024</u>	<u>1,436,470</u>	<u>235,616.32</u>	<u>2024</u>	<u>1,867,390</u>	<u>306,251.12</u>
Year	New Assessed Value Abated	Taxes Abate/Refund	Year	New Assessed Value Abated	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of Equalization's Signature

I, \_\_\_\_\_ City/County Clerk and Ex-officio Clerk of the Board of Equalization in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of Equalization.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of Equalization, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

September 9, 2025

Mr. Jay Yamashita  
Broomfield County Assessor  
City and County Building  
One DesCombes Drive  
Broomfield, CO 80020

RE: Connect 25, 17702 – 17454 Spinnaker Way (Schedule Numbers R8875499 and R8878062) (the “Property”)

Dear Board:

The undersigned, Sterling Property Tax Specialists, Inc., represents the owner of the Property for the purpose of filing an abatement of the 2024 valuation. A copy of the Letter of Authorization is attached hereto and made an integral part hereof.

The Property consists of 31.81 acres of industrial land with four industrial buildings totaling 464,314 square feet. The Assessor’s square footage breakdown by building is as follows:

Improvement square footage by building.			
	Project	Address	SF Per Assessor information
R8875499	Building 1	17702 Spinnaker Way	65,204
	Building 2	17654 Spinnaker Way	<u>65,424</u>
			130,628
R8878062	Building 3	17554 Spinnaker Way	141,392
	Building 4	17454 Spinnaker Way	<u>192,294</u>
			<u>333,686</u>
Total Improvement square footage			464,314

For tax year 2024, Assessor valued the Property, utilizing the cost approach as follows:

Assessor's 2024 Values

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Schedule Number	R8875499	R8878062
Land Value	\$4,219,930	\$6,852,140
Improvement Value, at 75% complete	<u>\$13,558,710</u>	<u>\$32,971,010</u>
Assessor's Total Value by Schedule Number	\$17,778,640	\$39,823,150
Assessor's 2024 Land Value for the Property		\$11,072,070
Assessor's 2024 Improvement Value for the Property		<u>\$46,529,720</u>
Assessor 2024 Total Value for the Property (at 75% complete)		\$57,601,790

Petitioner contends the Assessor has overstated the value of the Property. The cost approach typically produces the highest indication of value. Lowry Property Advisors, Real Estate Investment Survey West/Central United States, Summer/Fall 2022 has surveyed market participants regarding the valuation technique most heavily relied upon. Of the participants surveyed, only 17% indicated they relied most heavily upon the Cost Approach as the primary valuation method. The Lowry Property Advisors, Real Estate Investment Survey West/Central United States, Summer/Fall 2022 is shown as Exhibit A, attached hereto, and made an integral part hereof.

There is an abundance of competitive, newly constructed and proposed industrial space in the market area in direct competition with the Property. An oversupply in the marketplace puts downward pressure on rental rates and sale prices.

The Property is an investment property, with potential buyers weighing the quantity, quality, and duration of the income stream. Petitioner has considered market data to be used by the typical investor in the marketplace.

Petitioner has considered the Assessor's 2023 Industrial Income Model rent rates for multi-tenant industrial buildings. The rent rate per square foot shown in the Assessor's 2023 income models range from \$8 to \$15 per square foot on a triple net basis. Broomfield Assessor's 2023 Industrial Model information is shown as Exhibit B, attached hereto, and made an integral part hereof.

Petitioner has considered market data lease information. Petitioner surveyed leases for space within similar buildings. The effective rental rate for comparable space average is \$9.01 per square foot on a triple net basis. The median rental rate is \$8.48 per square foot on a triple net basis. Petitioner's lease comp summary is shown as Exhibit C. The CompStak detail sheet for each lease comp shown on Petitioner's summary is shown as Exhibit D. Exhibits C and D are attached hereto and made an integral part hereof.

Petitioner has utilized a market rental rate of \$9.00 per square foot on a triple net basis.

In its analysis, Petitioner has utilized the Assessor's 2023 model vacancy allowance of 7.5%.

Petitioner has utilized the Assessor's 2023 model expense allowance of 7.5% of effective gross income.

Base period income and expense information does not exist as the Property is partially constructed and did not produce income during the base period. Base period rent rolls do not exist.

Petitioner has utilized the Assessor’s 2023 model market capitalization rate of 7% for return of and return on investment. The Property is burdened with a higher-than-average mill levy. The 2022 mill levy was 163.1. The Palisade Park North Metro District mill levy of 10.375 is included in the total mill levy. Petitioner has added the effective tax rate of .29 attributable to the special district, Palisade Park North Metro District of 10.375 mills to the market capitalization rate of 7%. In its analysis Petitioner has utilized the capitalization rate of 7.29%.

Petitioner’s income analysis for the Property, as if 100% complete and stabilized indicates a value of \$49,046,700. Petitioner has applied an adjustment for the cost of lease up to a stabilized occupancy level of 92.5% of -\$10,092,500. Based upon Petitioner’s income analysis, the indicated value for the Property as if 100% complete, adjusted for excess vacancy is \$38,954,200. Petitioner’s income analysis is shown as Exhibit E. Petitioner’s calculations for lease up costs are shown as Exhibit F. Exhibits E and F are attached hereto and made an integral part hereof.

The Assessor considered the improvements to be 75% complete on the Date of Assessment, January 1, 2024. Petitioner has adjusted the indicated value utilizing the income analysis to represent the improvement portion of the value at 75% complete. Petitioners’ calculations to adjust the improvement to 75% complete are as shown on the following page.

**Petitioner's calculations to adjust the improvement to 75% complete**

Indicated Value-	
As-If 100% complete, after adjustment for Excess Vacancy	\$38,954,200
Deduct Assessor's 2024 Land Value	<u>\$11,072,070</u>
Value attributable to the Improvements	
As-If 100% complete, after adjustment for Excess Vacancy	\$27,882,130
Multiply by 75% for partially complete improvements	<u>75%</u>
Improvement value at 75% complete	\$20,911,598
<b>Improvement value at 75% complete</b>	<b>\$20,911,598</b>
<b>Plus the Assessor's 2024 Land Value</b>	<b><u>\$11,072,070</u></b>
<b>Petitioner's Requested 2024 Total Value</b>	<b>\$31,983,668 \$68.88 PSF</b>

Based on the information hereinabove, Petitioner respectfully requests the Board adjust the 2024 value of the Property to \$31,983,668 Petitioner's requested value allocated by schedule number is as follows:

**Petitioner's allocation of Requested Value by Schedule Number**

Schedule Number	R8875499	R8878062	Total
Land Value	\$4,219,930	\$6,852,140	\$11,072,070
Improvement Value, at 75% complete	<u>\$4,778,210</u>	<u>\$16,133,387</u>	<u>\$20,911,598</u>
Petitioner's Requested Total Value by Schedule Number	\$8,998,140	\$22,985,527	\$31,983,668

All information contained herein should be considered confidential and not available to any third parties.

Sincerely,

STERLING PROPERTY TAX SPECIALISTS, INC.



Brenda Fearn, Property Tax Consultant

# LETTER OF AUTHORIZATION

January 28, 2025

Sterling Property Tax Specialists, Inc.  
950 South Cherry Street, Suite 320  
Denver, Colorado 80246

RE: 2024 Property Tax Assessment Matters

Gentlemen:

The undersigned, as owner(s) of property located in Broomfield County, Colorado, at SEE ATTACHED, and more particularly described on Assessor's Notice of Valuation, Schedule No(s). SEE ATTACHED hereby authorizes Sterling Property Tax Specialists, Inc. and Goldstein Law Firm, LLC, to act as agent on my behalf regarding all 2024 property tax assessment matters and obtain any and all documents relating thereto and file any protests necessary. This Authorization shall be effective as of the date set forth above.

SPINNAKER WAY BROOMFIELD LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
E025E3ED53EB4B8...

Printed Name: Brendan McCarthy

Title: Vice President

Telephone: \_\_\_\_\_

**Spinnaker Way Broomfield LLC**  
**Broomfield County**  
**2024**

17454 Spinnaker Way	R8878062
17702 Spinnaker Way	R8875499

**SUMMER/FALL 2022  
LOWERY PROPERTY ADVISORS (LPA)  
REAL ESTATE INVESTMENT SURVEY  
WEST/CENTRAL UNITED STATES**

**MARK LOWERY, MAI, CCIM, MRICS & JAMES R. BURBACH, MAI**

We are pleased to present the results of our Summer/Fall 2022 Real Estate Investment Survey. Provided is a summary of the respondents' perceptions of the real estate markets in the West/Central United States.

**ANALYSIS METHODS**

We asked what type of valuation technique they most heavily relied upon. As expected, the Sales/Market Approach and the Capitalized Income or Direct Capitalization Approaches were predominant.

	<u>Primary</u>	<u>Secondary</u>	<u>Rarely</u>
Cost Approach	17%	48%	35%
Sales/ Market Approach	91%	9%	0%
Capitalized Income	87%	13%	0%
Discounted Cash Flow	4%	52%	43%

In Discounted Cash Flow (DCF) analyses, the holding period ranged from 2 to 10 years, with 71% of the respondents indicating 10 years.

**MARKETING TIME**

We again asked the respondents about marketing times for properties. The first question asked how many months typically elapsed between the time a property was listed for sale and the time it was placed under contract, assuming the property was reasonably priced to begin with. A marketing time within 8 months was considered possible by 88% of the respondents. Additionally, 81% of the respondents indicated the marketing time could be within 6 months. Differences can be attributable to pricing, location, and/or property type.

The second question pertained to the time between contract and actual closing. The range was from one to nine months; 75% of the respondents indicated closing could occur within 3 months, with 100% of the respondents indicating the process could be completed

within 6 months from the contract date, with one range to 9 months.

Comparing "Same Store" respondents from the last survey, capitalization rates for many responses were unchanged, but there was still a strong downward bias from the last survey in spite of the Federal Reserve's increases in interest rates over the past year. Some downward tendency was observed in the hotel/motel, neighborhood/community retail, and industrial sectors; but some respondents indicated off-setting increasing rates in these sectors. A strong downward tendency was observed in the multi-family, suburban office, sit-down/family restaurant, MH/RV parks, self-storage, and convenience store sectors. In most other cases there were only subtle changes in the indicated rate ranges from the prior survey.

**SALES/CLOSING COSTS**

We also asked the respondents to estimate on a percentage basis the total closing costs for a seller of real estate including brokerage commissions, legal/title work and other closing costs. The averages are summarized as follows:

<u>Sale Price</u>	<u>Vacant Land</u>	<u>Improved Commercial Properties</u>
Up to \$1.0 Million	6.6%	6.3%
\$1.0 To \$2.499 Million	6.1%	6.2%
\$2.5 To \$4.999 Million	5.2%	5.1%
\$5.0 To \$9.999 Million	4.5%	4.3%
\$10.0 Million & Over	3.3%	2.9%

We look forward to continuing the survey in the future. Please let us know if you have an interest in becoming a respondent.

# LOWERY PROPERTY ADVISORS (LPA) - REAL ESTATE INVESTMENT SURVEY - SUMMER/FALL 2022

## REAL ESTATE APPRAISERS AND CONSULTANTS

Corporate Headquarters - 105 Decker Court, Suite 1000, Irving, TX 75062 / (214) 347-8558

Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
1. REMAX of Pueblo Commercial Brokerage Pueblo, CO	Multi-Family Apartments CBD/Class A Office Neighborhood/Community Retail Free Standing Retail Mini-Warehouse/Self-Storage Convenience Stores	7.0% 8.0% 9.0% 8.0% 7.0% 7.0%			4% each year	5% each year	3
2. Valuation/Consulting Houston, TX	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office CBD/Class A Office Regional Retail  Neighborhood/Community Retail Free Standing Retail Big Box Retail Industrial/Warehouse Free Standing Restaurants - Sit Down/Family	8.0% 6.5% 7.5% 6.5% 7.25%  6.0% 7.0% 8.0% 7.0% 7.5%		10.0%   7.0% 7.75%  8.65% 7.75%	2% each year	2% each year	10
3. Regional Commercial Bank Denver, CO	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office CBD/Class A Office Regional Retail  Neighborhood/Community Retail Free Standing Retail Big Box Retail Industrial/Warehouse Free Standing Restaurants - Sit Down/Family  Free Standing Restaurants - Fast Food Golf Course Mini-Warehouse/Self-Storage Nursing Homes Retirement Communities  Medical Office Buildings Convenience Stores Residential - Raw Land Residential - Finished Lots Commercial Land	7.5% - 10.0% 4.0% - 6.5% 6.0% - 8.0% 6.0% - 8.0% 6.0% - 8.5%  6.0% - 8.0% 5.0% - 9.0% 6.0% - 9.0% 4.5% - 7.0% 6.0% - 8.0%  5.0% - 6.0% 8.5% - 10.0% 6.0% - 7.5% 9.0% - 11.0% 9.0% - 11.0%  6.0% - 8.0% 5.5% - 7.5%	8.0% - 11.0%  6.5% - 8.5% 6.5% - 8.5% 6.5% - 9.0%  6.5% - 8.5%  5.5% - 7.5%	9.0% - 12.0%  8.0% - 10.0% 8.0% - 10.0% 8.0% - 11.0%  7.0% - 10.0%	2% - 3% each year	2% - 3% each year	10

20.0% - 30.0% Includes Profit  
12.0% - 20.0% Includes Profit  
15.0% - 25.0% Includes Profit



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Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
8. Regional Commercial Bank Denver, CO	Multi-Family Apartments Industrial/Warehouse Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food Mini-Warehouse/Self-Storage	5.0% - 6.0% 6.0% - 7.5% 5.5% - 6.5% 5.5% - 6.5% 6.5% - 8.0%	+50 - 100 basis points higher than stabilized rate	+100 - 200 basis points higher	2.5%-3% each year	3% each year	10
9. Valuation/Consulting Denver, CO	Hotels/Motels Full-Service 5 Star Hotels/Motels Limited-Service 1-3 Star Free Standing Retail Industrial/Warehouse Free Standing Restaurants Sit Down/Family Style Restaurants Fast Food Restaurants Mini-Warehouse/Self-Storage	5.0% - 9.0% 6.0% - 9.0% 4.5% - 7.0% 4.5% - 7.0% 4.5% - 6.0% 8.0% - 12.0% 4.5% - 6.0% 5.0% - 6.0%		8.0% - 12.0% 6.0% - 8.0% 6.0% - 8.0%	3% each year	3% each year	10
10. Lowery Property Advisors Valuation/Consulting Fort Worth, TX	Suburban/Low Rise Office CBD/Class A Office Regional Retail Neighborhood/Community Retail Free Standing Retail Big Box Retail Industrial/Warehouse Truck/Distribution Terminals Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food	7.0% 6.0% 6.5% 6.0% 6.5% 7.0% 6.5% 6.0% 8.0% 6.0%	7.5% 7.0% 7.0% 6.5% 7.0%	8.5% 8.0% 7.5% 7.0% 7.5%	5% each year	5% each year	10
11. Stouffer & Associates Valuation/Consulting San Antonio, TX	Suburban/Low Rise Office Neighborhood/Community Retail Industrial/Warehouse	5.5% - 7.4% 5.6% - 7.9% 5.6% - 7.9%		10.0% 6.0% 7.0%			10
12. Lowery Property Advisors Valuation/Consulting Lubbock, TX	Hotels/Motels CBD/Class A Office Regional Retail Industrial/Warehouse Mobile Home/RV Parks	7.5% - 8.0% 7.0% - 9.0% 7.75% - 8.5% 8.0% - 10.0% 10.0% - 12.0%	8.5% - 9.0%	7.5% - 9.5% 8.5% - 9.0%	2% each year	2% each year	10
	Mini-Warehouse/Self-Storage Medical Office Buildings Residential - Finished Lots	6.5% - 7.0% 6.5% - 7.0%		17.0% - 18.0% Includes Profit			

# LOWERY PROPERTY ADVISORS (LPA) - REAL ESTATE INVESTMENT SURVEY - SUMMER/FALL 2022

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Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
13. Lowery Property Advisors Valuation/Consulting San Antonio, TX	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office Free Standing Retail Industrial/Warehouse	7.5% - 9.0% 5.75% - 6.5% 6.25% - 7.5% 6.0 - 7.5% 4.75% - 8.25%			CPI Estimate	CPI Estimate	10
	Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food Mini-Warehouse/Self-Storage Medical Office Buildings Residential - Finished Lots	8.0% 5.5% 6.25% - 7.25% 6.25% - 6.5%					
				17.0% - 18.5% Includes Profit			
14. Stouffer & Associates Valuation/Consulting Austin, TX	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office CBD/Class A Office Regional Retail	5.0% - 8.0% 3.0% - 5.0% 4.0% - 7.0% 4.0% - 5.0% 5.5% - 7.0%					10
	Neighborhood/Community Retail Industrial/Warehouse Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food Medical Office Buildings	5.0% - 6.5% 5.5% - 7.0% 5.5% - 6.5% 4.5% - 6.0% 6.25% - 6.5%					
15. Local Govt./Valuation Metro Denver, CO	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office Neighborhood/Community Retail Free Standing Retail	7.0% - 12.0% 3.5% - 8.0% 5.0% - 8.0% 5.5% - 8.0% 4.5% - 7.5%					
	Big Box Retail Industrial/Warehouse Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food Mini-Warehouse/Self-Storage	6.0% - 8.0% 5.0% - 7.5% 6.0% - 9.0% 4.5% - 7.0% 6.0% - 8.0%					
	Medical Office Buildings Convenience Stores	5.0% - 8.0% 4.0% - 7.0%					
16. Valuation/Consulting Denver, CO	Multi-Family Apartments Suburban/Low Rise Office CBD/Class A Office Regional Retail Neighborhood/Community Retail	4.5% - 5.25% 6.75% - 7.5% 7.0% - 8.0% 7.5% - 8.0% 6.5% - 7.5%	5.25% - 6.0% 7.5% - 8.5% 8.0% - 8.75% 8.0% - 8.75% 7.0% - 8.0%	7.0% - 7.5% 9.0% - 10.0% 9.5% - 10.0% 9.0% - 9.5% 7.75% - 9.0%	3% years 1-3 2.5% thereafter	4% years 1-2 3% thereafter	7
	Free Standing Retail Big Box Retail Industrial/Warehouse	6.5% - 7.0% 7.0% - 8.5% 6.0% - 6.75%	7.0% - 7.5% 9.0% - 10.0% 7.0% - 7.5%	7.5% - 8.0% 9.5% - 10.0% 8.0% - 8.5%			
	Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food Medical Office Buildings	7.0% - 9.0% 6.0% - 6.5% 6.0% - 7.0%	8.0% - 9.5% 6.5% - 7.0% 7.0% - 8.0%	9.5% - 10.0% 7.5% - 8.5% 9.0% - 10.0%			

# LOWERY PROPERTY ADVISORS (LPA) - REAL ESTATE INVESTMENT SURVEY - SUMMER/FALL 2022

## REAL ESTATE APPRAISERS AND CONSULTANTS

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Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
16. Valuation/Consulting Denver, CO (Continued)	Residential - Raw Land			10.0% - 12.0% Plus Profit			
	Residential - Finished Lots			9.0% - 10.0% Plus Profit			
	Commercial Land			10.0% - 15.0% Plus Profit			
17. Valuation/Consulting Northern Colorado	Hotels/Motels	8.5% - 11.5%			2% - 3% each year	3% each year	
	Multi-Family Apartments	5.0% - 5.25%					
	Suburban/Low Rise Office	5.0% - 7.25%					
	Neighborhood/Community Retail	6.5% - 7.5%					
	Industrial/Warehouse	6.25% - 7.0%					
	Free Standing Restaurants - Sit Down/Family	6.25% - 7.0%					
	Mini-Warehouse/Self-Storage	6.5% - 7.5%					
	Residential - Finished Lots			15.0% - 20.0% Includes Profit			
	Hotels/Motels	8.0% - 10.0%			5% each year	5% each year	2
	Multi-Family Apartments	4.0% - 5.0%					
18. East West Econometrics Valuation/Consulting Denver, CO	Suburban/Low Rise Office	7.0%					
	Regional Retail	6.5%					
	Neighborhood/Community Retail	6.5%					
	Free Standing Retail	6.5%					
	Big Box Retail	7.0%					
	Industrial/Warehouse	6.5%					
	Food Processing Facilities	6.5%					
	Free Standing Restaurants - Sit Down/Family	7.0%					
	Free Standing Restaurants - Fast Food	6.0%					
	Mobile Home/RV Parks	6.0%					
19. Valuation/Consulting San Antonio, TX	Mini-Warehouse/Self-Storage	6.0% - 7.0%					
	Medical Office Buildings	6.0%					
	Convenience Stores	5.5% - 7.0%					
	Residential - Raw Land			22.0% Includes Profit			
	Residential - Finished Lots			18.0% Includes Profit			
	Commercial Land			18.0% Includes Profit			
	Hotels/Motels	3.75%	10.0%	10.5%	3% each year	3% each year	10
	Multi-Family Apartments						
	Suburban/Low Rise Office	6.0%	7.0%	8.75%			
	Regional Retail	5.85%					
	Neighborhood/Community Retail						
	Free Standing Retail	7.0%					
	Big Box Retail	8.0%					
	Truck/Distribution Terminals	6.5%					
	Free Standing Restaurants - Sit Down/Family	6.0%					
	Free Standing Restaurants - Fast Food	6.0%					
	Golf Course	9.0%	9.75%	11.0%			
	Mobile Home/RV Parks	9.0%	9.25%	11.25%			
	Mini-Warehouse/Self-Storage	5.75%	6.25%	8.75%			
	Retirement Communities	11.25%					

# LOWERY PROPERTY ADVISORS (LPA) - REAL ESTATE INVESTMENT SURVEY - SUMMER/FALL 2022

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Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
19. Valuation/Consulting San Antonio, TX (Continued)	Automobile Dealerships Convenience Stores Farm/Ranch Residential - Finished Lots	7.0% 6.0% 1.0%				18.0% Includes Profit	
20. Valuation/Consulting Denver, CO	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office CBD/Class A Office Regional Retail	8.0% - 10.0% 5.0% - 7.0% 7.0% - 8.0% 5.0% - 7.0% 6.0% - 7.0%	11.0% 8.0% 8.0% 7.0% 7.5%	12.5% 7.5% 8.0% 7.5% 8.5%	3% years 1-4 2.5% thereafter	3.5% years 1-4 3.75% thereafter	10
	Neighborhood/Community Retail Free Standing Retail Big Box Retail Industrial/Warehouse Truck/Distribution Terminals	5.5% - 6.5% 6.0% - 8.0% 7.0% 5.0% - 6.0% 7.5%	7.0% 9.0% 8.0% 7.0% 8.5%	7.0% 8.0% 6.0% 6.0% 7.00%			
	Truck Stops Food Processing Facilities Free Standing Restaurants - Sit Down/Family Free Standing Restaurants - Fast Food Golf Course	6.5% 7.0% 8.0% 4.5% 10.0%	7.5% 8.0% 9.0% 5.5% 11.5%	7.0% 8.0% 9.0% 5.0% 11.0%			
	Mobile Home/RV Parks Mini-Warehouse/Self-Storage Hospitals Nursing Homes Retirement Communities	6.5% 5.0% 5.0% 9.5% 8.5%	7.5% 6.5% 6.0% 10.5% 9.5%	7.0% 6.5% 5.0% 9.0% 9.0%			
	Medical Office Buildings Automobile Dealerships Convenience Stores Residential - Raw Land Residential - Finished Lots Commercial Land	6.5% 8.5% 7.5%   	7.5% 9.5% 8.5%   	6.0% 8.5% 8.5%   			
					30.0% - Includes Profit 25.0% - Includes Profit 20.0% - Finished Sites/Includes Profit		
21. Lowery Property Advisors Valuation/Consulting Austin, TX Market	Multi-Family Apartments Suburban/Low Rise Office Free Standing Retail Industrial/Warehouse Free Standing Restaurants - Sit Down/Family Medical Office Buildings Residential - Finished Lots	4.0% - 5.5% 4.5% - 6.75% 6.0% - 7.25% 5.75% - 7.0% 7.5% 6.25% - 6.75%					17.5% - 18.5% Includes Profit
22. Lowery Property Advisors Valuation/Consulting Laredo, TX Market	Industrial/Warehouse Free Standing Restaurants - Sit Down/Family	6.75% - 7.25% 8.25%					

# LOWERY PROPERTY ADVISORS (LPA) - REAL ESTATE INVESTMENT SURVEY - SUMMER/FALL 2022

## REAL ESTATE APPRAISERS AND CONSULTANTS

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Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
23. Bray Commercial Commercial Brokerage Grand Junction, CO	Multi-Family Apartments CBD/Class A Office Free Standing Retail Industrial/Warehouse Mobile Home/RV Parks	6.00% 8.00% 7.00% 7.00% 7.00%					
	Mini-Warehouse/Self-Storage Medical Office Buildings	7.00% 6.50%					
24. Valuation/Consulting Mountain Resort, CO	Suburban/Low Rise Office Neighborhood/Community Retail Free Standing Retail Industrial/Warehouse Mini-Warehouse/Self-Storage Medical Office Buildings	5.00% - 7.00% 5.00% - 7.00% 4.00% - 5.00% 5.00% - 7.00% 5.00% 5.00% - 6.00%	6.00% 6.00% 6.00% 6.00% 6.00%	6.00% - 8.00% 6.00% - 8.00% 6.00% - 8.00% 6.00% - 8.00% 7.00%	2%-3% each year	2%-3% each year	5-7
25. Lowery Property Advisors Valuation/Consulting El Paso, TX	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office Neighborhood/Community Retail Industrial/Warehouse Free Standing Restaurants - Sit Down/Family Mobile Home/RV Parks Mini-Warehouse/Self-Storage Medical Office Buildings Residential - Finished Lots	7.50% - 9.00% 5.75% - 6.75% 7.00% - 8.25% 5.5% - 8.25% 6.00% - 8.00% 10.00% - 10.75% 7.00% 6.25% 6.75% - 7.5%					
	Multi-Family Apartments Suburban/Low Rise Office Free Standing Retail Industrial/Warehouse Car Washes	6.50% - 9.00% 7.00% 6.00% 7.50% - 10.00% 9.00% - 10.00%					
26. Lowery Property Advisors Valuation/Consulting Rio Grande Valley Region	Hotels/Motels Multi-Family Apartments Suburban/Low Rise Office Free Standing Retail Industrial/Warehouse Car Washes	8.00% - 9.75% 5.25% - 7.00% 6.75% - 8.00% 7.00% - 8.50% 5.50% - 7.00%					
27. Lowery Property Advisors Valuation/Consulting Corpus Christi, TX	Industrial/Warehouse Free Standing Restaurants - Sit Down/Family Mobile Home/RV Parks	7.25% - 10.00% 5.75% - 9.75% 7.00% - 9.00%					

14.00% Includes Profit

**LOWERY PROPERTY ADVISORS (LPA) - REAL ESTATE INVESTMENT SURVEY - SUMMER/FALL 2022**

**REAL ESTATE APPRAISERS AND CONSULTANTS**

Corporate Headquarters - 105 Decker Court, Suite 1000, Irving, TX 75062 / (214) 347-8558

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Respondents by Business and Location	Property Type	Stabilized Cap Rate	Reversion or Terminal Cap Rate	Discount/Yield Rate (IRR)	Anticipated Growth Rate Income	Anticipated Growth Rate Expenses	Holding Period (Years)
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Every effort has been made to ensure accuracy in tabulating the responses, however, no guarantee is made as to accuracy of the information.

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Mark Lowery, MAI, CCIM, MRICS/James R. Burbach, MAI

Contact James R. Burbach, MAI - 361-884-6449/jburbach@lowerypa.com

or

Andrew Burns, Senior Associate Researcher- 214-271-9170/aburns@lowerypa.com

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<b>2023 Industrial Single Income Models</b>					
<b>Model</b>	<b>\$/SF NNN</b>	<b>Vacancy</b>	<b>Expenses</b>	<b>OAR</b>	<b>\$/SF</b>
71//871	\$14.00	7.50%	7.50%	7.00%	\$171
72/872	\$11.00	7.50%	7.50%	7.00%	\$134
73/873	\$14.00	7.50%	7.50%	7.00%	\$171
74/874	\$12.00	7.50%	7.50%	7.00%	\$147
75/875	\$12.00	7.50%	7.50%	7.00%	\$147
76/876	\$9.00	7.50%	7.50%	7.00%	\$110
77/877	\$11.00	7.50%	7.50%	7.00%	\$134
78/878	\$7.00	7.50%	7.50%	7.00%	\$86
79/879	\$8.00	7.50%	7.50%	7.00%	\$98

<b>2023 Industrial Multi Income Models</b>					
<b>Model</b>	<b>\$/SF NNN</b>	<b>Vacancy</b>	<b>Expenses</b>	<b>OAR</b>	<b>\$/SF</b>
81/881	\$15.00	7.50%	7.50%	7.00%	\$183
82/882	\$13.00	7.50%	7.50%	7.00%	\$159
83/883	\$10.00	7.50%	7.50%	7.00%	\$122
84/884	\$13.00	7.50%	7.50%	7.00%	\$159
85/885	\$9.00	7.50%	7.50%	7.00%	\$110
86/886	\$9.00	7.50%	7.50%	7.00%	\$110
87/887	\$11.00	7.50%	7.50%	7.00%	\$134
88/888	\$8.00	7.50%	7.50%	7.00%	\$98
89/889	\$8.00	7.50%	7.50%	7.00%	\$98
90/890	\$11.00	7.50%	7.50%	7.00%	\$134
91/891	\$8.00	7.50%	7.50%	7.00%	\$98

Lease Comps

Space Type	Transaction Quarter	Expiration Date	Lease Term (years)	Street Address	City	Tenant	Transaction SQFT	Free Rent (months)	Tenant Finish/Work Value	PSF	Effective Rent PSF
Industrial	2020 - Q3	2023-12-01	3	3867 Ronald Reagan Boulevard	Johnstown	FedEx	25,000	0	\$7.50	\$7.80	\$7.80
Industrial	2020 - Q3	2027-12-01	7	4515 Viking Way	Loveland	Geary Pacific Corporation	25,757	0	\$15.00	\$7.83	\$7.83
Industrial	2020 - Q4	2026-05-01	5.17	1130 Diamond Valley Drive	Windsor	OnTrac	22,250	2	\$5.00	\$8.07	\$8.07
Industrial	2021 - Q2	2031-12-31	10	14831 Washington Street	Thornton	Meat Foods	76,463	0	\$25.00	\$8.14	\$8.14
Industrial	2020 - Q1	2030-06-01	10	4515 Viking Way	Loveland	Amazon.com	122,807	0	\$15.00	\$8.82	\$8.82
Industrial	2019 - Q4	2031-07-31	11.67	1785 West 160th Avenue	<b>Broomfield</b>	Associated Building Specialties	43,821	0	\$30.00	\$10.60	\$10.60
Industrial	2020 - Q1	2027-02-01	7	840 Diamond Valley Drive	Windsor	Bold Renewables	23,215	0	\$1.70	\$10.70	\$10.70
Industrial	2021 - Q4	2029-03-31	7.25	14902 Grand Street	Thornton	Solid Power	75,022	3	\$0.00	\$10.12	\$10.12
									Average		\$9.01
									Median		\$8.48

Note: Most lease comps above are similarly located relative to proximity to a highway.

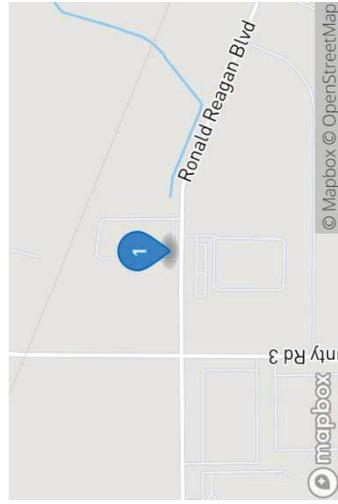
Data provided by CompStak: <http://CompStak.com>

0.25

FedEx  
FedEx

3867 Ronald Reagan Boulevard | Johnstown, CO 80534  
Property #1

Building

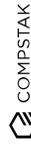


Lease	
Tenant Name	FedEx
Transaction Quarter	2020 - Q3
Transaction SqFt	25,000 SqFt
Transaction Type	—
Starting Rent (PSF)	\$10.00 (Annual)
Lease Type	NNN
Free Rent	0m
Rent Escalation	3.00% per year
Net Effective Rent (PSF)	\$7.80 (Annual)
Work Type	TI
TI Value / Work Value (PSF)	\$7.50
Sublease	No
Current Rent (PSF)	—

Dates	
Execution Date	Aug 1, 2020
Commencement Date	Dec 1, 2020
Expiration Date	Dec 1, 2023
Lease Term	3y
Notes	
Original Suite: Building	
Space	
Space Type	Industrial
Space Subtype	Distribution, Warehouse
Floor(s) Occupied	—
Suite	—
Clear Height	24'
Landlord	
Current Landlord	
Landlord Brokerage Firms	
Landlord Brokers	

Tenant	
HQ Address	942 S Shady Grove Rd Memphis, TN 38120-4117, United States
Employees	191,000
Revenue (USD)	\$94.1B
Phone Number	+1 901 369 3600
Website	https://www.fedex.com/global/location.html
Status	Operating
Ownership	Public
Ticker Symbol	FDX (NYSE)
Industry	Transportation, Warehousing & Storage
Primary NAICS / SIC (US)	484110 / 4213
Tenant Brokerage	
Tenant Brokerage Firms	
Tenant Brokers	

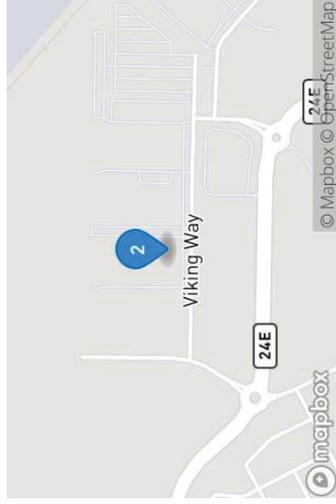
Building Class	C
Building Name	FedEx
Property Type	Industrial
Property Subtype	Flex/R&D
Submarket	Fort Collins/Loveland
Building Size (SqFt)	50,307
Number of Floors	1
Year Built	2019
Country	United States of America
Lot Size (Acres)	4.90



Data provided by COMPSTAK  
All information is not guaranteed and should be verified by personal inspection by and/or with the appropriate professional(s).

Geary Pacific Corporation  
 Bldg 6  
 4515 Viking Way | Loveland, CO 80538  
 Property #2

Building



Building Class	A
Building Name	Bldg 6
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	Fort Collins/Loveland
Number of Floors	1
Year Built	2020
Country	United States of America
Lot Size (Acres)	6.57

Lease

Tenant Name	Geary Pacific Corporation	
Transaction Quarter	2020 - Q3	
Transaction SqFt	25,757 SqFt	
Transaction Type	—	
Starting Rent (PSF)	\$9.25 (Annual)	
Lease Type	NNN	
Free Rent	0m	
Rent Escalation	2.50% per year	
Net Effective Rent (PSF)	\$7.83 (Annual)	
Work Type	TI	
TI Value / Work Value (PSF)	\$15.00	
Sublease	No	
Current Rent (PSF)	\$10.21	

Dates

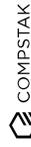
Execution Date	Aug 1, 2020
Commencement Date	Dec 1, 2020
Expiration Date	Dec 1, 2027
Lease Term	7y

Tenant

Industry	Materials
Tenant Brokerage	Tenant Brokerage Firms
Tenant Brokers	Tenant Brokers

Landlord

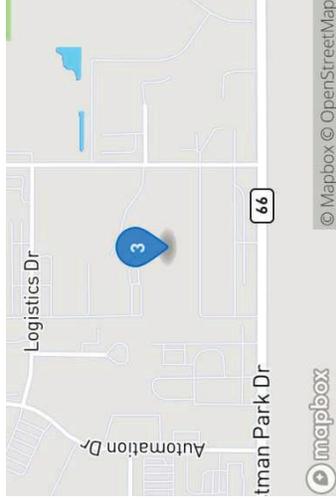
Space Type	Industrial
Space Subtype	—
Floor(s) Occupied	—
Suite	—
Clear Height	24'
Landlord	—
Current Landlord	—
Landlord Brokerage Firms	Landlord Brokerage Firms
Landlord Brokers	Landlord Brokers



Data provided by COMPSTAK  
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OnTrac  
 1130 Diamond Valley Drive | Windsor, CO 80550  
 Property #3

Building



Building Class	A
Building Name	Warehouse/Distribution
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	Fort Collins/Loveland
Number of Floors	1
Year Built	2020
Country	United States of America

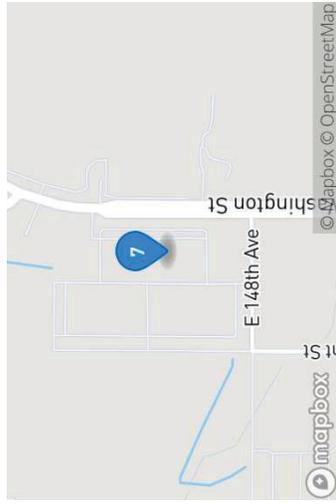
Lease	
Tenant Name	OnTrac
Transaction Quarter	2020 - Q4
Transaction SqFt	22,250 SqFt
Transaction Type	—
Starting Rent (PSF)	\$8.75 (Annual)
Lease Type	NNN
Free Rent	2m
Rent Escalation	3.00% per year
Net Effective Rent (PSF)	\$8.07 (Annual)
Work Type	TI
TI Value / Work Value (PSF)	\$5.00
Sublease	No
Current Rent (PSF)	\$9.85
Operating Expense (PSF)	\$3.75

Dates	
Execution Date	Dec 1, 2020
Commencement Date	Mar 1, 2021
Expiration Date	May 1, 2026
Lease Term	5y 2m
Space	—
Space Type	Industrial
Space Subtype	Distribution, Warehouse
Floor(s) Occupied	—
Suite	—
Landlord	—
Current Landlord	—
Landlord Brokerage Firms	—
Landlord Brokers	Murray, Heckel

Tenant	
HQ Address	2501 S Price Rd Suite 201 Chandler, AZ 85286, United States
Employees	3,000
Revenue (USD)	\$832.0M
Phone Number	+1 602 333 4470
Website	https://www.ontrac.com/
Status	Subsidiary
Parent Name	Express Messenger Systems, Inc.
Ownership	Private
Industry	Unclassified
Primary NAICS / SIC (US)	492 / 4215
Tenant Brokerage	—
Tenant Brokerage Firms	—
Tenant Brokers	—

Meati Foods  
 25 North - Building 1  
 14831 Washington Street | Thornton, CO 80023  
 Property #7

Building



Building Class	A
Building Name	25 North - Building 1
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	North
Building Size (SqFt)	114,700
Number of Floors	1
Year Built	2020
Country	United States of America
Lot Size (Acres)	9.99

Lease

Tenant Name	Meati Foods
Transaction Quarter	2021 - Q2
Transaction SqFt	76,463 SqFt
Transaction Type	New Lease
Starting Rent (PSF)	\$9.50 (Annual)
Lease Type	NNN
Free Rent	0m
Rent Escalation	2.50% per year
Net Effective Rent (PSF)	\$8.14 (Annual)
Work Type	TI
TI Value / Work Value (PSF)	\$25.00
Sublease	No
Current Rent (PSF)	\$10.23
Concessions Notes	Tenant came out of pocket for additional \$20 in TIs

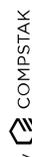
Dates

Execution Date	Apr 1, 2021
Commencement Date	Jan 1, 2022
Expiration Date	Dec 31, 2031
Lease Term	10y
Notes	Meat alternative production facility occupying 2/3 of new bldg

Space	
Space Type	Industrial
Space Subtype	Distribution, Warehouse
Floor(s) Occupied	—
Suite	A-1
Clear Height	28'
Doors	3
Loading Docks	31
Landlord	
Current Landlord	Invesco, Sagard Real Estate
Landlord Brokerage Firms	Cushman & Wakefield
Landlord Brokers	Matt Trone, Steve Hager, Joey Trinkle

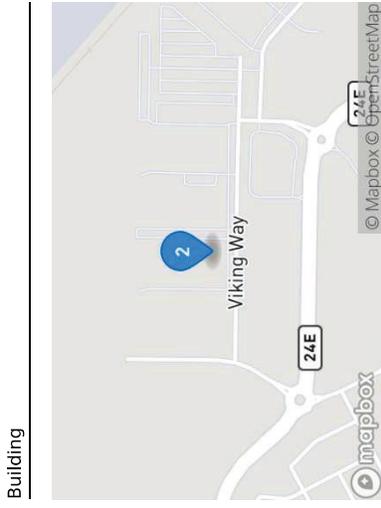
Tenant

HQ Address	6880 Winchester Circle Unit D Boulder, CO 80301, United States
Employees	14
Phone Number	+1 303 200 0273
Website	https://meati.com/
Status	Operating
Ownership	Private
Industry	Leisure & Restaurants
Primary NAICS / SIC (US)	311611 / 2011
Tenant Brokerage	
Tenant Brokerage Firms	Avison Young
Tenant Brokers	McCombs



Data provided by COMPSTAK  
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Amazon.com  
 Bldg 6  
 4515 Viking Way | Loveland, CO 80538  
 Property #2



Lease	
Tenant Name	Amazon.com
Transaction Quarter	2020 - Q1
Transaction SqFt	122,807 SqFt
Transaction Type	—
Starting Rent (PSF)	\$9.00 (Annual)
Lease Type	NNN
Free Rent	0m
Rent Escalation	3.00% per year
Net Effective Rent (PSF)	\$8.82 (Annual)
Work Type	TI
TI Value / Work Value (PSF)	\$15.00
Sublease	No
Current Rent (PSF)	\$10.43

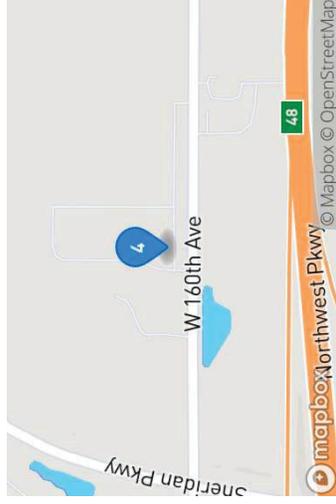
Dates	
Execution Date	Feb 1, 2020
Commencement Date	June 1, 2020
Expiration Date	June 1, 2030
Lease Term	10y
Space	—
Space Type	Industrial
Space Subtype	Distribution, Warehouse
Floor(s) Occupied	—
Suite	—
Clear Height	24'
Landlord	—
Current Landlord	—
Landlord Brokerage Firms	—
Landlord Brokers	—

Tenant	
HQ Address	410 Terry Ave N Seattle, WA 98109-5210, United States
Employees	1,544,000
Revenue (USD)	\$502.2B
Phone Number	+1 206 266 1000
Website	https://www.amazon.com/
Status	Operating
Ownership	Public
Ticker Symbol	AMZN (NASDAQ)
Industry	Retail
Primary NAICS / SIC (US)	455219 / 5961
Tenant Brokerage	—
Tenant Brokerage Firms	—
Tenant Brokers	—

Building Class	A
Building Name	Bldg 6
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	Fort Collins/Loveland
Number of Floors	1
Year Built	2020
Country	United States of America
Lot Size (Acres)	6.57

Associated Building Specialties  
 Baseline  
 1785 West 160th Avenue | Broomfield, CO 80023  
 Property #4

Building

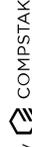


Building Class	A
Building Name	Baseline
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	North
Building Size (SqFt)	152,761
Number of Floors	1
Year Built	2018
Country	United States of America
Lot Size (Acres)	9.30

Lease	Tenant Name	Associated Building Specialties
Transaction Quarter	2019 - Q4	2019 - Q4
Transaction SqFt	43,821 SqFt	43,821 SqFt
Transaction Type	New Lease	New Lease
Starting Rent (PSF)	\$10.50 (Annual)	\$10.50 (Annual)
Lease Type	Net	Net
Free Rent	0m	0m
Rent Escalation	\$0.50 per year	\$0.50 per year
Net Effective Rent (PSF)	\$10.60 (Annual)	\$10.60 (Annual)
Work Type	TI	TI
TI Value / Work Value (PSF)	\$30.00	\$30.00
Sublease	No	No
Current Rent (PSF)	\$13.00	\$13.00

Dates	Execution Date	Nov 20, 2019
Commencement Date	Dec 1, 2019	Dec 1, 2019
Expiration Date	July 31, 2031	July 31, 2031
Lease Term	11y 8m	11y 8m
Notes	Escalation:Stepped \$0.50	
Space		
Space Type	Industrial	
Space Subtype	—	
Floor(s) Occupied	Ground	
Suite	—	
Clear Height	24'	
Doors	4	
Loading Docks	20	
Rail Access	No	
Landlord		
Current Landlord	McWhinney	
Landlord Brokerage Firms	—	
Landlord Brokers	—	

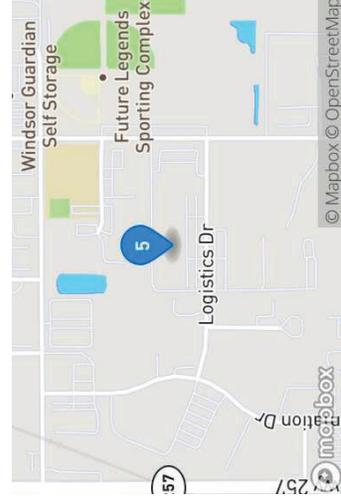
Tenant Brokerage
Tenant Brokerage Firms
Tenant Brokers



Data provided by COMPSTAK  
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**Bold Renewables**  
 Diamond Valley Tech Center  
 840 Diamond Valley Drive | Windsor, CO 80550  
 Property #5

**Building**

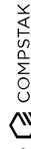


Lease		Bold Renewables	
Tenant Name	2020 - Q1		
Transaction Quarter	2020 - Q1		
Transaction SqFt	23,215 SqFt		
Transaction Type	New Lease		
Starting Rent (PSF)	\$10.00 (Annual)		
Lease Type	NNN		
Free Rent	0m		
Rent Escalation	3.00% per year		
Net Effective Rent (PSF)	\$10.70 (Annual)		
Work Type	TI		
TI Value / Work Value (PSF)	\$1.70		
Sublease	No		
Current Rent (PSF)	\$11.59		
Operating Expense (PSF)	\$3.00		

Dates	
Execution Date	Jan 1, 2020
Commencement Date	Feb 1, 2020
Expiration Date	Feb 1, 2027
Lease Term	7y
Space	
Space Type	Industrial
Space Subtype	Distribution, Warehouse
Floor(s) Occupied	Ground
Suite	A
Clear Height	20'
Landlord	
Current Landlord	Shirazi, Masoud Sedaghat Inc
Landlord Brokerage Firms	—
Landlord Brokers	Eyeer

Tenant	
Industry	Capital Goods
Tenant Brokerage	Tenant Brokerage Firms
Tenant Brokers	Paleiri

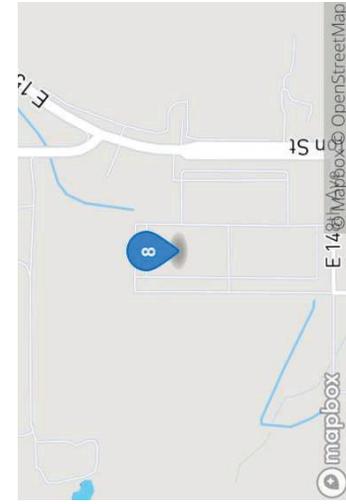
Building Class	A
Building Name	Diamond Valley Tech Center
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	Fort Collins/Loveland
Building Size (SqFt)	62,280
Number of Floors	1
Year Built	2002
Country	United States of America
Lot Size (Acres)	6.15



Data provided by COMPSTAK  
 All information is not guaranteed and should be verified by personal inspection by and/or with the appropriate professional(s).

Solid Power  
 25 North - Building 2  
 14902 Grant Street | Thornton, CO 80023  
 Property #8

Building



Building Class	A
Building Name	25 North - Building 2
Property Type	Industrial
Property Subtype	Warehouse/Distribution
Submarket	North
Building Size (SqFt)	104,500
Number of Floors	1
Year Built	2020
Country	United States of America
Lot Size (Acres)	7.04

Lease

Tenant Name	Solid Power
Transaction Quarter	2021 - Q4
Transaction SqFt	75,022 SqFt
Transaction Type	New Lease
Starting Rent (PSF)	\$9.50 (Annual)
Lease Type	NNN
Free Rent	3m
Rent Escalation	3.00% per year
Net Effective Rent (PSF)	\$10.12 (Annual)
Work Type	As-Is
TI Value / Work Value (PSF)	\$12.00
Sublease	No
Current Rent (PSF)	\$10.38

Dates

Execution Date	Oct 1, 2021
Commencement Date	Jan 1, 2022
Expiration Date	Mar 31, 2029
Lease Term	7y 3m
Space	
Space Type	Industrial
Space Subtype	Distribution, Warehouse
Floor(s) Occupied	Partial Ground
Suite	C-2
Clear Height	28'
Doors	3
Loading Docks	16
Landlord	
Current Landlord	Invesco, Sagard Real Estate
Landlord Brokerage Firms	Cushman & Wakefield
Landlord Brokers	Trone

Tenant

HQ Address	486 South Pierce Avenue Unit E Louisville, CO 80027, United States
Employees	20
Status	Operating
Ownership	Private
Primary NAICS / SIC (US)	335110 / 3679
Tenant Brokerage	
Tenant Brokerage Firms	CBRE
Tenant Brokers	Abrahamson

Petitioner's Income Analysis

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NLA 464,314 SF

Potential Gross Income	\$9.00 PSF	\$4,178,826	
Assessor's Allowance for Vacancy and Collection Loss	7.5%	<u>(\$313,412)</u>	
Effective Gross Income			\$3,865,414
Assessor's Expense Allowance	7.5%	<u>(\$289,906)</u>	
Net Operating Income			<u><u>\$3,575,508</u></u>
Assessor's Market Cap Rate	7.00%		
ETR for Metro District	<u>0.29%</u>		
Loaded Cap Rate	7.29%		
<b>Indicated value- If Completed and Stabilized</b>	<b>As-</b>	<b>\$49,046,749</b>	
	<b>Rounded to:</b>	<b>\$49,046,700</b>	<b>\$105.63 PSF</b>
Adjustment for Excess Vacancy (100% vacant)		<u>(\$10,092,500)</u>	<u>(\$21.74) PSF</u>
<b>Indicated Value- If 100% complete, after adjustment for Excess Vacancy</b>	<b>As-</b>	<u><u>\$38,954,200</u></u>	<b>\$83.90 PSF</b>

EXCESS VACANCY DISCOUNTING

SCHEDULE #:		
ADDRESS:		
NET RENTABLE AREA:	464,314	
NET OPERATING INCOME (NOI)		\$3,575,508
ACTUAL VACANCY	-	100.00%
NORMAL VACANCY	-	7.50%
EXCESS VACANCY		92.50%

NET OPERATING INCOME LOSS (ANNUAL) \$3,307,345  
 (Excess Vacancy % x NOI)

ABSORPTION FACTOR ( 2 YRS @ 9.0% )

YEAR	FACTOR	ABSORPTION	ADJ. FACTOR
1	0.917431	1.00	0.917431
2	0.841680	0.50	0.42084
0	0.000000	0.00	0
0	0.000000	0.00	0
0	0.000000	0.00	0
FINAL FACTOR =			<u>1.338</u>

DISCOUNT TO BE APPLIED - INCOME LOSS \$4,426,100  
 (Annual Loss x Final Factor)

ANNUALIZED TENANT FINISH AND LEASING COSTS \$3,221,178  
 Tenant Finish and Leasing Costs per Square Foot = \$15.00  
 ((Cost per sqft x Excess vacant sqft) / # of years for stabilization)

YEAR	FACTOR	ABSORPTION	ADJ. FACTOR
1	0.917431	1.00	0.917431
2	0.841680	1.00	0.84168
0	0.000000	1.00	0
0	0.000000	1.00	0
0	0.000000	1.00	0
FINAL FACTOR =			<u>1.759</u>

DISCOUNT TO BE APPLIED - TEN. FIN. & LEASING COSTS \$5,666,400

FINAL DISCOUNT \$10,092,500



# ASSESSOR'S EXHIBIT

### Abatement Hearing Summary

**Date:** 12/09/2025  
**Schedule Number:** R8875499 R8878062  
**Owner of Record:** Spinnaker Way Broomfield, LLC

**Reason for Abatement:**

- Subject improvements were overvalued for the 2024 tax year.

**Remarks by Assessor:**

- The four subject buildings were originally valued using the cost approach, which did not consider the oversupply of new warehouses, causing excess vacancy requiring a lease-up discount.
- After reviewing the subject’s income information, the subject property qualifies for an abatement of taxes paid.
- A written mutual agreement has been signed and agreed to by both parties.

**Recommendation by Assessor:**

Based on our analysis we recommend that the Broomfield Board of Equalization approve the recommended reduction to the subject property for the tax year 2024 resulting in an abatement refund of \$541,867.44

Account Number: R8875499

Tax Year 2024	Original Value	Value After Review	Amount Abated	Amount Refunded
Actual	\$17,748,640	\$12,600,000	\$5,148,640	
Assessed	\$4,951,870	\$3,515,400	\$1,436,470	\$235,616.32

Account Number: R8878062

Tax Year 2024	Original Value	Value After Review	Amount Abated	Amount Refunded
Actual	\$39,793,150	\$33,100,000	\$6,693,150	
Assessed	\$11,102,290	\$9,234,900	\$1,867,390	\$306,251.12

**Mill Levy = 164.059**

# PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Broomfield

Date Received **RECEIVED**  
(Use Assessor's or Commissioners' Date Stamp)

SEP 19 2025

**Section I: Petitioner, please complete Section I only.**

Date: 09 19 2025  
Month Day Year

Assessor, City and  
County of Broomfield

Petitioner's Name: Flagship Biosciences, Inc.; Attn: Michael Boezer, CFO

Petitioner's Mailing Address: 11800 Ridge Parkway, Suite 450

Broomfield CO 80021

City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P6404000</u>	<u>same as above</u>
<u>PIN# 171706105005</u>	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Submission included equipment not located at Broomfield office (out of state) and many assets that had previously been disposed.  
Petitioner's estimate of value: \$ \$1.6M reduction to original asset costs, 2024

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

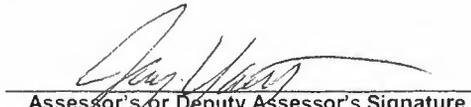
  
Petitioner's Signature

Daytime Phone Number (571) 328-1523  
Email mboezer@flagshipbio.com

By \_\_\_\_\_ Daytime Phone Number ( ) \_\_\_\_\_  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of Equalization, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II:</b>	<b>Assessor's Recommendation</b> (For Assessor's Use Only)		
	Actual	Assessed	Tax
Tax Year <u>2024</u>			
Original	<u>\$2,207,010</u>	<u>\$615,756</u>	<u>\$54,814.32</u>
Corrected	<u>\$1,429,170</u>	<u>\$398,738</u>	<u>\$35,499.44</u>
Abate/Refund	<u>\$777,840</u>	<u>\$217,018</u>	<u>\$19,314.88</u>
<input checked="" type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.			
Tax year: <u>2024</u> Protest?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)		
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
			 Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND BOARD OF EQUALIZATION USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of Equalization or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Board of Equalization of the City and County of Broomfield authorize the Assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

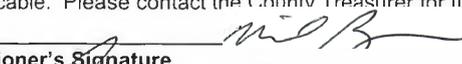
**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

Tax Year 2024

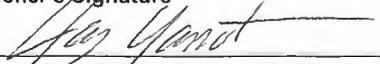
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	<u>\$2,207,010</u>	<u>\$615,756</u>	<u>\$54,814.32</u>
Corrected	<u>\$1,429,170</u>	<u>\$398,738</u>	<u>\$35,499.44</u>
Abate/Refund	<u>\$777,840</u>	<u>\$217,018</u>	<u>\$19,314.88</u>

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

10/2/2025

Petitioner's Signature 

Date \_\_\_\_\_

Assessor's or Deputy Assessor's Signature 

Date 10/2/25

**Section IV: Decision of the Board of Equalization**

(Must be completed if Section III does not apply)

WHEREAS, the Board of Equalization of the City and County of Broomfield, State of Colorado, at a duly and lawfully called regular meeting held on 12 / 09 / 2025, at which meeting there were present the following members:

Month Day Year

Broomfield City Council sitting as the Board of Equalization

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor or her representative (~~being present~~ **not present**) and

Petitioner Flagship Biosciences, Inc. (~~being present~~ **not present**), and WHEREAS, the said  
Name

Board of Equalization have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board **agrees** (~~does not agree~~) with the recommendation of the Assessor and the petition be **approved** (~~approved in part~~ ~~denied~~) with an abatement/refund as follows:

<u>2024</u>	<u>217,018</u>	<u>19,314.88</u>
Year	New Assessed Value Abated	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of Equalization's Signature

I, \_\_\_\_\_ City/County Clerk and Ex-officio Clerk of the Board of Equalization in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of Equalization.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of Equalization, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date



# ASSESSOR'S EXHIBIT

## Abatement Hearing Summary

**Date:** 12/09/2025  
**Schedule Number:** P6404000  
**Owner of Record:** Flagship Biosciences, Inc.

**Reason for Abatement:**

- For the 2025 Personal Property Declaration asset listing several high dollar assets that are at an out of state location reported as being in Broomfield.
- Multiple assets that were at another location outside of Broomfield that were abandoned when the location closed were reported.

**Remarks by Assessor:**

- After an on-site inspection, it was verified the assets in question were not at the Broomfield location
- A written mutual agreement has been signed and agreed to by both parties.

**Recommendation by Assessor:**

Based on our analysis we recommend that the Broomfield Board of Equalization approve the recommended reduction to the subject property for the tax year 2024 resulting in an abatement refund of \$19,314.88.

Account Number: P6404000

<b>Tax Year 2024</b>	<b>Original Value</b>	<b>Value After Review</b>	<b>Amount Abated</b>	<b>Amount Refunded</b>
Actual	\$2,207,010	\$1,429,170	\$777,,840	
Assessed	\$615,756	\$398,738	\$217,018	\$19,314.88

Mill Levy = 89.029



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Ken Rutt

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6C.

**Subject:** Resolution - Intergovernmental Agreement (IGA) with Jefferson County for Snow & Ice Material Storage

- Resolution 2025-161 approving an Intergovernmental Agreement with Jefferson County for Shared Snow Removal Operations at the 112th West Storage Facility

**Goals:** N/A

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## Overview

[View Correspondence](#)

[View Presentation](#)

This memorandum proposes an Intergovernmental Agreement (IGA) with Jefferson County for shared access to Broomfield's strategically located deicing material storage facility on W. 112th Avenue to enhance snow and ice control operations in the region. The primary driver is to cut down Jefferson County's non-productive travel time—their main facility is 17 miles away—thereby boosting operational efficiency and improving response times for both jurisdictions. In exchange for deicing material access and the right to use Broomfield's loader, Jefferson County will replenish the material used, assume responsibility for plowing both directions of W. 112th Avenue in the shared segment, and provide a backup loader for operational redundancy.

### **Attachments**

[Memo for \[Jefferson County Deicer Material IGA\].\(1\).pdf](#)

[Resolution 2025-161.pdf](#)

[IGA with Jefferson County for Shared Snow Removal Operations at 112th West Storage Facility\\_.pdf](#)

# Summary

[View Correspondence](#)

## Background and Operational Context

The City and County of Broomfield's Public Works Streets Division maintains a strategically located satellite material storage facility on W. 112th Avenue, approximately one mile west of Simms Street. This forward-operating base is an essential element of the Division's comprehensive snow and ice control strategy.

The core function of this satellite facility is to serve as a readily accessible resupply point for snowplow operators. During active snow and ice events, Streets staff use this location to refill their vehicles with granular deicer material quickly. This strategic positioning significantly cuts down on the travel time that would otherwise be required for plows to return to the main Public Works complex for resupply. By minimizing travel distance, the facility directly enhances the overall efficiency and effectiveness of snow and ice response operations, maximizing vehicle uptime.

The localized material storage facility reduces response times and improves service levels for critical, major commercial, and high-traffic sectors. These areas include the Flatiron Mall and Interlocken business parks, as well as the dense and developing residential neighborhoods of Arista and Skystone. This direct benefit ensures safer roadways, better traffic flow management, and improved service levels across these vital community sectors during winter weather conditions.



## Proposal - Intergovernmental Agreement (IGA) for Deicing Material and Shared Road Maintenance with Jefferson County

This memorandum outlines the terms and benefits of a proposed Intergovernmental Agreement (IGA) between the City and County of Broomfield and Jefferson County concerning shared access to deicing material and cooperative road maintenance.

Jefferson County is presently responsible for maintaining several key roadway segments adjacent to Broomfield's jurisdictional boundaries, specifically the westbound lanes of W. 112th Avenue, Simms Street, and Indiana Street. To efficiently manage snow and ice events on these critical routes, Jefferson County Road and Bridge staff have formally requested access to Broomfield's regional deicing material storage facility.

The primary driver for this request is the substantial distance to Jefferson County's main material facility in Golden, which is located approximately 17 miles away. Granting access to the Broomfield facility would significantly enhance Jefferson County's operational efficiency, reduce non-productive travel time for its plow trucks, and allow for quicker response and more effective treatment of snow-covered roads, ultimately benefiting the traveling public in both jurisdictions.

## Key Terms of the Proposed Agreement

The following provisions detail the responsibilities and exchanges agreed upon by both governmental entities:

1. **Material Use and Replenishment:**
  - Jefferson County will be granted access to the deicing material stored at the Broomfield facility.
  - In exchange for the use of this material, Jefferson County will assume full responsibility for replacing the quantity of deicing material used.
2. **Shared Road Maintenance Responsibility:**
  - In addition to replacing the material, Jefferson County will assume responsibility for snowplowing both directions (eastbound and westbound) of W. 112th Avenue.
  - This enhanced plowing responsibility extends from Simms Street to the terminus of the asphalt road where the pavement splits to access the storage facility. This relieves Broomfield of plowing one direction of W. 112th Avenue in this segment.
3. **Equipment Sharing and Operational Redundancy:**
  - Broomfield maintains a loader on-site at the facility throughout the winter season, which is used for the critical task of loading snowplows. This agreement explicitly grants Jefferson County the right to use this equipment for its operations.
  - In return, Jefferson County will provide a comparable, fully operational loader to Broomfield if Broomfield's on-site loader becomes inoperable or requires maintenance.
  - This arrangement offers valuable operational redundancy for Broomfield, which is crucial given that this particular storage facility is located approximately 11 miles from the main Broomfield municipal shops and material storage.

To ensure accountability, consistency, and safe operation, the following administrative protocols will be adhered to:

- **Usage Reporting:** Following the conclusion of each snow or ice event, an email communication will be sent to the Streets staff in both the City and County of Broomfield and Jefferson County detailing the exact quantity of deicing material removed and used by Jefferson County.
- **Material Consistency:** Both jurisdictions currently procure identical deicing material from Envirotech through existing State Awards contracts, guaranteeing consistency in product and application.
- **Annual Review and Training:** Prior to the commencement of each snow season, staff representatives from both governmental entities will meet annually to review operating procedures, confirm restocking protocols, and address any potential issues from the previous season.
- **Security and Access:** The gate to the material storage facility will remain shut and locked at all times. Jefferson County personnel will be provided with the current lock code to allow immediate access to the material, particularly if they are the first to arrive at the facility.

Facility Protection and Damage Responsibility

- Jefferson County is responsible for safeguarding all Broomfield property at the 112th West Storage Facility, including existing structures, landscaping, walls, and equipment.
- Jefferson County must repair or replace any damage to the facility caused by its use, to Broomfield's satisfaction, within three weeks of notification. This timeframe can be extended only if Broomfield grants a written extension.
- Jefferson County personnel must immediately report any damage to Broomfield's authorized representative so the Parties can coordinate repairs as specified in this Agreement.

#### Insurance and Liability

- Both Jefferson County and Broomfield are required to maintain insurance with coverage amounts that reasonably address liabilities resulting from the use of the W. 112th W. Storage Facility and must provide proof of insurance upon request.
- In the event a third party initiates a lawsuit against either Jefferson County or Broomfield related to this agreement, both Parties will collaborate and work with their respective insurance carriers to mount a defense against the claim.

This IGA will officially commence once it has been fully executed and signed by the authorized representatives of both parties. The Agreement will remain in full force and effect until such time that one party provides formal written notice of intent to terminate the Agreement to the other party.

### Financial Considerations

The impact on Broomfield staffing and resources is minimal. No additional funding is requested or required with this IGA request.

### Prior Council or Other Entity Actions

N/A

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If Council desires to approve the IGA, the appropriate motion is...

**That Resolution 2025-161 be adopted.**

### Alternatives

Do not approve the IGA.

# RESOLUTION NO. 2025-161

A resolution approving an Intergovernmental Agreement with Jefferson County for Shared Snow Removal Operations at the 112th West Storage Facility

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

**Section 1.**

The Intergovernmental Agreement attached between the City and County of Broomfield and Jefferson County is approved.

**Section 2.**

The Mayor or Mayor Pro Tem is authorized to sign, and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

**Section 3.**

The City and County Manager, or her designee, is authorized to approve technical additions, deletion, and variations to this agreement that are necessary and appropriate so long as such amendments do not alter the overall substance of the agreement and are not inconsistent with this Resolution and initial approval.

**Section 3.**

This resolution is effective upon its approval by the City Council.

Approved on December 9, 2025

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

## INTERGOVERNMENTAL AGREEMENT FOR SHARED SNOW REMOVAL OPERATIONS AT THE 112TH WEST STORAGE FACILITY

This Intergovernmental Agreement For Shared Snow Removal Operations at the 112th West Storage Facility (this “Agreement”), dated this 9th day of December, 2025, is made by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate of the State of Colorado (“Jefferson County”) and the CITY AND COUNTY OF BROOMFIELD, a municipal corporation and county (“Broomfield”), referred to herein, individually by name or as a “Party” and, collectively, as the “Parties.”

### RECITALS

- A. Jefferson County and Broomfield County abut each other in various locations along the southern border of Broomfield County, and for the efficient use of resources, Jefferson County would like to utilize some of Broomfield’s facilities located at 12500 W. 112th Avenue, Broomfield, Colorado (the “112th West Storage Facility”) for its snow removal operations.
- B. The Parties are authorized by the provisions of Colo. Const. art. XIV, §(18)(2)(a) and C.R.S. §29-1-201 et seq., to enter into contracts with one another for the performance of functions that they are authorized by law to perform on their own; and
- C. The Parties are governmental entities, each with authority to build and maintain public roads and regulate traffic within their respective boundaries; and
- D. The Parties desire to set forth their understanding relating to Jefferson County’s use of Broomfield’s 112th West Storage Facility relating to shared operations, including, storage of snow removal equipment and materials storage; and
- E. The Parties desire to enter into this Agreement to memorialize the understanding of the Parties relating to the operations at the facility in accordance with the terms and conditions set forth below.

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon execution of the last of the Parties and shall continue until terminated by either Party by written notice to the other Party.
2. **THE FACILITY.** Broomfield agrees to provide Jefferson County with access to the 112th West Storage Facility as set forth in this Agreement.
  - a. *Snow Removal Operations.* Broomfield uses the 112th West Storage Facility as a satellite facility for various county operations including snow removal operations, the storage of equipment, and deicer, among other City and County functions at the facility. Jefferson County is granted permission to use the areas of the 112th West Storage Facility indicated on Exhibit A, attached hereto. Jefferson County is not granted access to the red-shaded area of the site. The 112th West Storage Facility has no fueling facilities.
  - b. *Storage of Vehicles.* Jefferson County will be permitted to store up to 3 trucks at

the 112th West Storage Facility in preparation for and during snow storm events, and such other time as may be reasonably requested by Jefferson County. Jefferson County assumes the risk of loss or damage to equipment stored at the 112th West Storage Facility. Broomfield is not responsible for any loss or damage to Jefferson County equipment left or used at the 112th West Storage Facility and Jefferson County shall insure its interests in the equipment appropriately.

- c. *Ice Slicer*. Broomfield stockpiles deicer for its snow removal operations during the winter at the 112th West Storage Facility. Jefferson County will be permitted to access and use the deicer stored at the 112th West Storage Facility for its snow removal operations. Jefferson County is also permitted to use the Broomfield equipment at the 112th West Storage Facility to load the deicer into the Jefferson County vehicles.
    - i. *Lock Box*. Jefferson County will have its own lock box with a key to open the door if they should happen to arrive before Broomfield.
    - ii. *Log of Ice Slicer Used*. Jefferson County will keep track of the amount of ice slicer used during a storm event and replenish the supply at the 112th West Storage Facility after the storm event, or as otherwise requested by Broomfield. Alternate material will not be accepted without Broomfield's approval. The Parties acknowledge and agree that both Parties currently purchase materials from Envirotech and the Parties will coordinate deliveries of materials and ice slicer to the 112th West Storage Facility.
  - d. *Shooting Range Acknowledgment*. Jefferson County acknowledges that a shooting range is located in the area, and when a red flag is present that indicates the shooting range is in operation and Jefferson County and Broomfield will use appropriate precautions in the area at such times.
  - e. *As-Is Condition*. Jefferson County acknowledges that their use of the 112th West Storage Facility is in its "as-is, where is" condition, without any other representations or warranties from Broomfield, express or implied, and Broomfield has no obligation to make any improvements to the 112th West Storage Facility as a result of this Agreement.
3. SNOWPLOWING RESPONSIBILITIES. As additional consideration for the use of the 112th West Storage Facility, Jefferson County has agreed to assume snow removal operations on West 112th Avenue from Simms Street to the end of the asphalt road where the road splits to the 112th West Storage Facility. Jefferson County crews shall follow standard Jefferson County Road and Bridge protocols for such snow removal operations.
4. DAMAGES.
- a. *Property Damage at 112th West Storage Facility*. All Broomfield property, including but not limited to, existing structures, landscaping, walls, equipment etc. shall be protected against damage or interrupted services at all times by Jefferson County while using the 112th West Storage Facility pursuant to this Agreement. Jefferson County shall be held responsible for repairing or replacing any and all property that is damaged by reason of Jefferson County's use of the facility to the satisfaction of Broomfield within three (3) weeks of the

notification of such damage, which may be extended with written approval of Broomfield.

- b. *Reporting Damage.* Jefferson County personnel shall promptly report any damage to the 112th West Storage Facility to Broomfield's authorized representative below and the Parties shall coordinate efforts to facilitate any required repairs pursuant to the terms of this Agreement.
5. **INSURANCE.** Jefferson County and Broomfield shall each purchase and maintain insurance of the kind and in the amounts that reasonably cover the liabilities of the Parties. Either Party will provide a certificate of insurance to the other Party setting forth its insurance limits upon request. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.
6. **AUTHORIZED REPRESENTATIVES.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The Parties may change its representative at any time by written notice to the other Party. The Parties each designate an authorized representative as follows:
  - a. Broomfield designates the Streets Superintendent as its authorized representative under this Agreement. Email address is [jwalberts@broomfield.org](mailto:jwalberts@broomfield.org).
  - b. Jefferson County designates \_\_\_\_\_ as its authorized representative under this Agreement. Email address is \_\_\_\_\_.
  - c. If Jefferson County is alleging that Broomfield is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).
7. **MONETARY OBLIGATIONS.** The Parties intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation with each Party bearing their own costs associated with this Agreement.
8. **FINANCIAL OBLIGATIONS.** All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge any Parties credit or faith, directly or indirectly. Nothing in this Agreement shall constitute a multi-year fiscal obligation of any Party.
9. **NO NON-PARTY BENEFICIARIES.** This Agreement is intended to describe the rights and responsibilities only as to the Parties. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party.
10. **RELEASE; NO WAIVER OF GOVERNMENTAL IMMUNITY.** Jefferson County shall release Broomfield, its agents and employees from all liability, claims or demands arising from Jefferson County's use of the 112th West Storage Facility as set forth in this Agreement.

Nothing herein shall be construed as or is intended as a waiver of the rights and protections afforded any of the Parties under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as the same may be amended from time to time. Further, the Parties agree that in the event any claim or suit is brought against any or some of the Parties, the Parties will cooperate with one another and with the insuring entities of the respective Parties in defending such claim or suit.

11. 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 all Parties.
12. SEVERABILITY. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
13. ASSIGNMENT. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties.
14. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and 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.
15. WAIVER OF BREACH. A waiver by any Party 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 any Party.
16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
17. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed electronically and/or in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party unless and until all the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement.

*[The remainder of this page is intentionally left blank.]*

This Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 20\_\_\_\_.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

*NCR*

\_\_\_\_\_  
City and County Attorney's Office

COUNTY OF JEFFERSON, STATE OF  
COLORADO, a body politic and corporate

\_\_\_\_\_  
County Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

Exhibit A  
112th West Storage Facility Diagram of Accessible Areas

[See attached.]





# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Branden Roe, Principal Planner

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6D.

**Subject:** Resolution - County Road 7 Renaming to Promenade Street

- Resolution No. 2025-168 approving the renaming of County Road 7 to Promenade Street

**Goals:** Mobility, Thriving, Diverse, Safe and Welcoming Community

---

## Overview

[View Correspondence](#)

[View Presentation](#)

North Metro Fire Rescue District (NMFDR) has submitted a request to rename the portion of County Road 7 (CR 7) located north of CO 7 within the City and County of Broomfield to Promenade Street to align with the street south of CO 7, currently named Promenade Street.

### **Attachments**

[Renaming of County Road 7 to Promenade Street Council Memo.pdf](#)

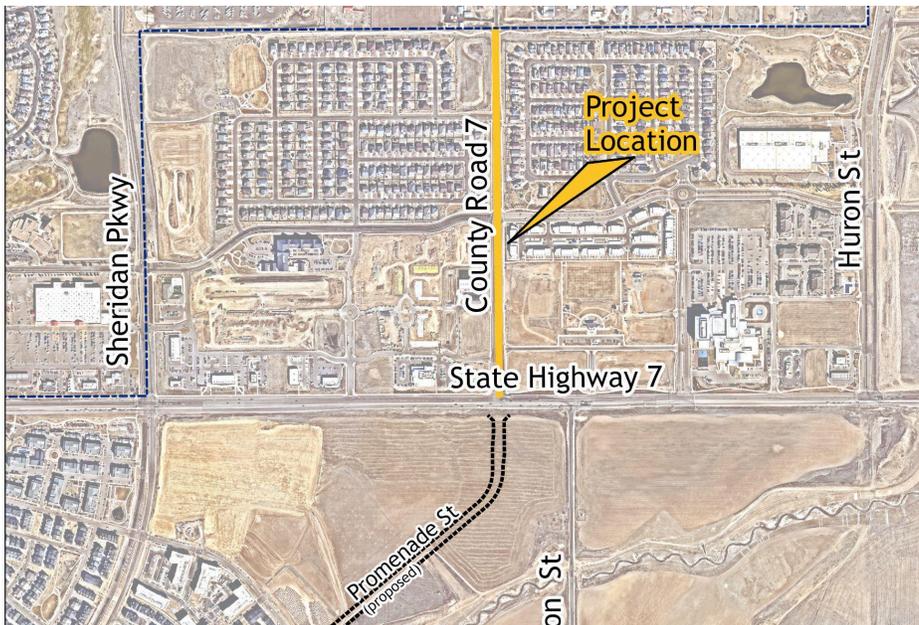
[Resolution No. 2025-168 - Renaming of County Road 7 to Promenade Street.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

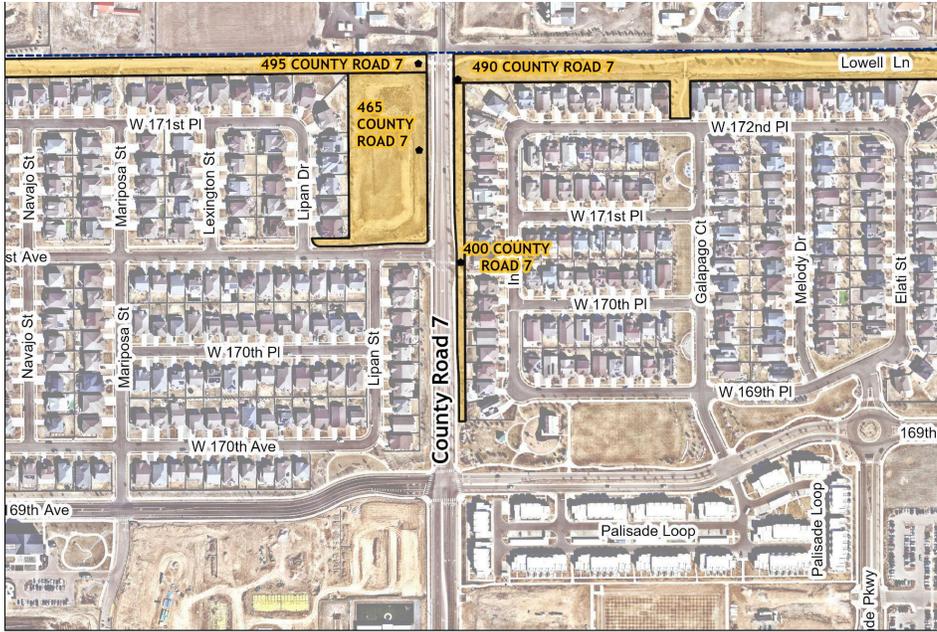
North Metro Fire Rescue District (NMFD) has [submitted a request](#) to rename the portion of County Road 7 (CR 7) located north of CO 7 to the jurisdictional limits of the City and County of Broomfield to Promenade Street to align with the street south of CO 7, currently named Promenade Street. The map below identifies the segment of the roadway subject to this request.



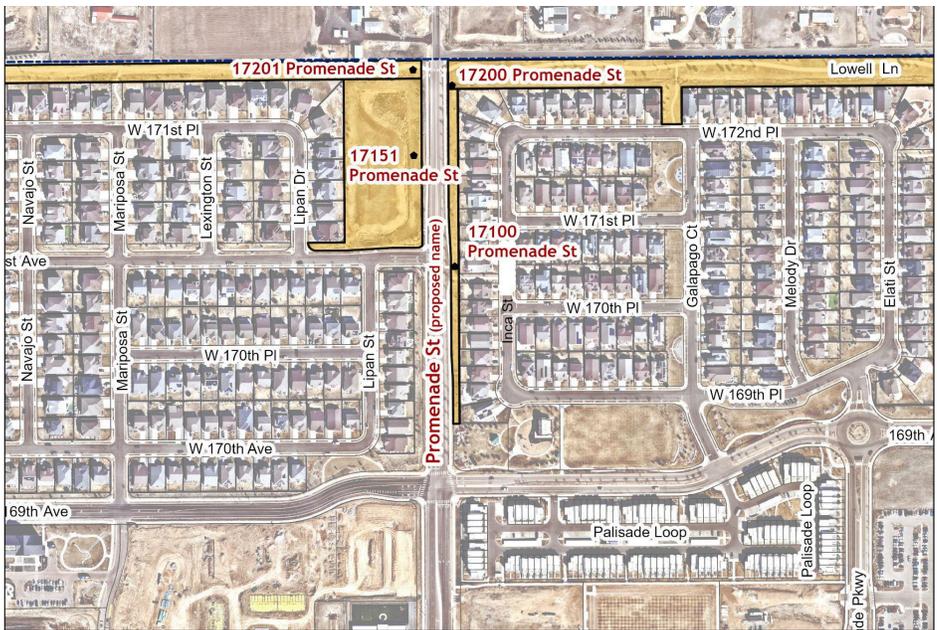
The requested renaming of this street is based on NMFD’s preference that major thoroughfares, especially those crossing other primary roads like CO 7, should carry a single, consistent name to avoid confusion for responders and the public. Broomfield’s Police Department and GIS Division have reviewed the proposed name change and support the name change as proposed. At this time, NMFD has noted that they do not plan to coordinate with Weld County to change the road name to the north of the municipal border at Lowell Lane.

There are only four parcels currently addressed off County Road 7 within the area proposed for renaming (shown in the map below). 400, 490, and 495 County Road 7 are all owned by the City and County of Broomfield, and the Vista Highlands Homeowners Association, Inc. owns 465 County Road 7. These parcels are used for drainage, landscaping, and trail connections.

Renaming of County Road 7 to Promenade Street  
Prepared By: Branden Roe, Planning Manager



None of the impacted properties currently addressed off County Road 7 include any residences or businesses, so the change of the street name will not impact any residential homes or business owners. The map below shows the proposed new addresses for the parcels affected by the proposed change in the name of this segment of County Road 7.



Planning staff has provided notice to the owner of 465 County Road 7 (Highlands Homeowners Association) as well as external agencies such as Weld County, Xcel Energy, United Power, and the United States Post Office of the proposed street name change.

The installation of the new street signs is anticipated to occur no earlier than mid-January 2026, following approval. Prior to the installation, public notification regarding the street name change will be provided to the surrounding property owners/residents in Palisade Park and Highlands, local businesses located in

Renaming of County Road 7 to Promenade Street  
Prepared By: Branden Roe, Planning Manager

Palisade Park and Highlands, and property owners within 1,000 feet in Weld County. The notice of change of the street name is also planned to be shared in the Community Update BintheLoop, which is shared on social media.

## Financial Considerations

Renaming County Road 7 would result in the need to remove the existing street signs and replace them with street signs with the new name (Promenade Street). These signs are produced by the City and County of Broomfield's Public Works Department. The Broomfield Public Works Department will produce and install these signs, and this can be funded generally through the Public Works Operational Budget. The anticipated cost for 12 signs is \$660.00.

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the renaming of County Road 7 (within Broomfield) to Promenade Street, the appropriate motion is...

**That Resolution 2025-168 be adopted.**

## Alternatives

Do not approve Resolution 2025-168 and do not change the name of County Road 7.

# RESOLUTION NO. 2025-168

A Resolution approving the Renaming of County Road 7 to Promenade Street

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

County Road 7 north of CO 7 and to the jurisdictional line of the City and County of Broomfield is renamed and known as "Promenade Street."

## Section 2.

This resolution is effective on the date of approval by the City Council.

Approved on December 9, 2025.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City and County Clerk

Approved As To Form:

*NCR*

\_\_\_\_\_  
City and County Attorney



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Lynn Merwin

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM  
**Agenda Category:** Consent Items  
**Agenda Item:** 6E.  
**Subject:** Resolution - Broomfield/Flatiron Crossing Sign Along US 36

- Resolution No. 2025-167 approving a construction and maintenance agreement for a permanent joint government sign

**Goals:** Thriving, Diverse, Safe and Welcoming Community

---

## Overview

[View Correspondence](#)

[View Presentation](#)

This application is a proposal by Flatiron Property Holding LLC and the City and County of Broomfield for a Construction and Maintenance Agreement for a permanent joint government sign on Broomfield property. The sign is proposed to be located at Frank Varra Park, north of the mall and south of US 36, where it will be visible to motorists along US 36.

### **Attachments**

[Planning Memo for City Council - Flatiron Crossing Government Sign.pdf](#)

[Resolution 2025-167 Sign Construction and Maintenance Agreement.pdf](#)

[Flatiron Crossing - HiFi Joint Use Monument Sign Agreement FINAL PARTIAL SIGNED 11-25-25.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

This application is a proposal by Flatiron Property Holding LLC (a limited liability corporation, which includes Macerich, the owner/operator of Flatiron Crossing mall and the new HiFi development area) and the City and County of Broomfield for a Construction, Maintenance and Operations Agreement for a permanent joint use monument sign to be located on Broomfield property that welcomes people to Broomfield and supports the HiFi at Flatiron Crossing development. The sign will be owned by the City and is proposed to be located at Frank Varra Park, north of the mall and south of US 36, where it will be highly visible from US 36. There is an existing monument sign for the Flatiron Crossing mall and its anchor tenants located nearby that was approved in 1998. However, the applicant believes a second monument sign is necessary to promote the new HiFi at Flatiron Crossing development and its primary anchor, Pindustry.

The proposed sign is 35 feet tall and 660 square feet in total (including all sign faces) and will promote the HiFi at Flatiron Crossing development and advertise its anchor tenants and businesses. The sign will include “Welcome to Broomfield” prominently displayed to motorists travelling along US 36. The sign would be illuminated and include a digital area for variable messages to promote Flatiron Crossing and HiFi at Flatiron Crossing businesses, tenants and events. The City may utilize the digital area to advertise City sponsored community events or other City provided messaging. The following is an excerpt from the applicant’s letter of intent:

### ***Project Description***

The proposed HiFi Monument Sign Easement Agreement is intended to allow Macerich to construct a Monument Sign along the US36 Highway on City and County of Broomfield Property. The HiFi Sign will provide the Flatiron Crossing Mall Village Reinvestment Area (“HiFi”) an opportunity to have visibility from the US36 to attract customers and showcase events behind held within HiFi and Broomfield. Having this visibility is of utmost importance for the HiFi Tenant’s, specifically Pindustry. Pindustry is only willing to move forward with opening in HiFi if they have the US36 visibility. Please see below for further information on these improvement.

The full letter and additional details follow.

### **Application Materials:**

- [Letter of Intent](#)
- [Sign Package](#)
- [Sign Location Exhibit](#)
- [Agreement](#)

The current Broomfield Sign Code prohibits all signs larger than 400 square feet, except for government signs. Recognizing that there is a joint economic and community interest in the Flatiron Crossing Mall, and recognizing that a highway sign presents the opportunity to welcome people to Broomfield and for Broomfield to promote community events, Broomfield staff has worked with the mall’s ownership on a joint use sign which will be owned by Broomfield and located on Broomfield property. The proposed joint use sign serves a governmental purpose while simultaneously promoting the HiFi at Flatiron Crossing development. If the sign is approved, it would be exempt from the size limit of 400 square feet that is imposed by the municipal code.

## Financial Considerations

The proposed sign will be constructed and maintained by Flatiron Property Holding LLC. The proposed sign will both welcome visitors and residents to Broomfield, further increase Broomfield's exposure as a welcoming and exciting place to visit and shop/dine, and encourage patronage to the HiFi development and the Flatirons area.

The benefit of the proposed sign is both to support the success of Broomfield and the HiFi area as a place to shop, dine, and be entertained. The success of the Flatiron and HiFi development will provide a positive economic and fiscal benefit to Broomfield by increasing tax revenues (sales and property) and strengthening business and employment opportunities.

There is no financial cost to Broomfield; therefore, the sign is expected to result in a net positive fiscal benefit.

## Prior Council or Other Entity Actions

Flatiron Crossing PUD and SDP - Approved on September 22nd, 1998

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

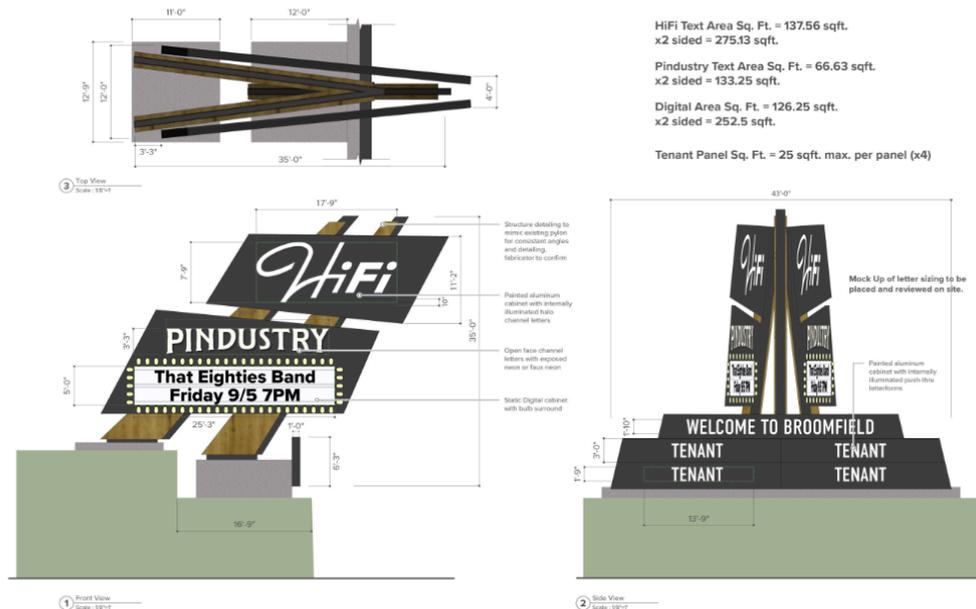
If Council desires to approve the application, the appropriate motion is...  
**That Resolution 2025-167 be adopted.**

## Alternatives

Council could vote to continue consideration of this application to another date or deny the application.

## Detailed Description

The proposed sign is 35 feet tall and 660 square feet in total sign area (all sign faces). The proposed sign includes three panels, each double-sided. The lower panel contains the “Welcome to Broomfield” messaging and the City and County logo, facing southward toward the highway. The second panel includes the logo for anchor “Pindustry,” as well as a variable message board (or similar digital display). The uppermost sign panel displays the name of the HiFi at Flatiron Crossing mixed-use outdoor shopping area.



Proposed Sign Elevations

## Operational Details

As a part of the proposed agreement, Broomfield would secure, at no cost to the city, the right to advertise City-sponsored community events or other City-provided messaging or services on the message board or digital display. This use would be coordinated with the sign’s operator and limited to no more than fifteen percent (15%) of the messaging capacity available from the board or display, except in the case of an emergency, when this can exceed the limitation as needed.

The sign and the digital display would include lighting. All sign lighting will comply with the Broomfield Sign Code regulations for Illumination and for Digital Signs.

## Site Layout

The subject site is significantly sloped, rising from Rock Creek on the north side of the property upward to the outer ring road of the mall parking lot on the upper (south) side of the hill. The park is a connecting node along several regional trails, including the US 36 Bikeway trail, a recently completed trail leading into Superior, and a trail leading to the mall itself.

The proposed location of the sign is on the sloped hillside south of a park pathway and Rock Creek. For reference, the US 36 Bikeway, which runs parallel to US 36, is located north of Rock Creek.



*Proposed Sign Location*

## Construction Access

Flatiron Crossing would have the right of ingress, egress, and use of the property for purposes of accessing the site and constructing, operating, and maintaining the sign. Any damage to the property that results from such access must be repaired and restored by Flatiron Crossing. The mall must provide the city with at least 24 hours written notice prior to commencing any work on the property. In addition, the city has asked that any construction access utilizing the existing concrete trail be designed to minimize impact to trail users, including construction fencing offset from the trail at least two feet to keep construction vehicles and staging areas away from the trail to minimize and prevent impact for trail users.

# RESOLUTION NO. 2025-167

A Resolution Approving a Construction, Maintenance and Operations Agreement Concerning a Joint Use Monument Sign at Flatiron Crossing

## Section 1.

The Construction, Maintenance and Operations Agreement by and between the City and County of Broomfield and Flatiron Property Holding LLC for a Joint Use Monument Sign at Flatiron Crossing is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

## Section 3.

This resolution is effective on the date of approval by the City Council.

Approved on December 9, 2025.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

*KF*

\_\_\_\_\_  
City and County Attorney

**WHEN RECORDED RETURN TO:**

FLATIRON PROPERTY HOLDING, L.L.C.  
401 Wilshire Boulevard, Suite 700  
Santa Monica, California 90401  
Attention: Legal Department

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**CONSTRUCTION, MAINTENANCE AND OPERATIONS AGREEMENT  
CONCERNING A JOINT USE MONUMENT SIGN AT FLATIRON CROSSING**

1.0 Parties. THIS CONSTRUCTION AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2025 ("**Effective Date**") by and between (i) THE CITY AND COUNTY OF BROOMFIELD, COLORADO, a home-rule municipality and county, state of Colorado ("**City**") and (ii) FLATIRON PROPERTY HOLDING, L.L.C., a Delaware limited liability company ("**Mall Owner**") and FLATIRON PROPERTY HOLDINGS II LLC, a Delaware limited liability company ("**HiFi Owner**" and together with Mall Owners, collectively, "**Flatiron Crossing**"), jointly and severally. The parties may be collectively referred to herein as the "**Parties**" and individually as a "**Party**".

2.0 Intent. The intent of this CONSTRUCTION AND MAINTENANCE AGREEMENT is to commemorate commitments made by the Parties relating to the construction and on-going maintenance of a joint use monument sign to be located as more particularly shown on **Exhibit A** attached hereto and within Tract A, Flatiron Crossing Subdivision Filing No. 3 in the City and County of Broomfield, State of Colorado.

3.0 Recitals. The Recitals to this Construction and Maintenance Agreement are incorporated herein by this reference though fully set forth in the body of this agreement.

3.1 The City is the owner of certain real property legally described as Tract A, Flatiron Crossing Subdivision Filing No. 3, in the City and County of Broomfield, State of Colorado (the "**Property**").

3.2 Mall Owner is the owner and operator of a regional shopping mall more particularly described on **Exhibit B** attached hereto (collectively, the "**Mall**") located immediately adjacent to and within close proximity to the Property.

3.3 The City desires to establish a “Welcome to Broomfield” monument sign to be located within the Property and which is visible from US Highway 36.

3.4 HiFi Owner is the owner of certain property more particularly described on Exhibit C attached hereto (“HiFi Property” and together with the Mall, collectively, the “Center”), which property HiFi Owner and its affiliates are currently developing into HiFi at FlatIron Crossing, a re-envisioned 25-acre mixed-use outdoor community hub comprising shopping, dining, entertainment and living located immediately adjacent to the Mall.

3.5 FlatIron Crossing desires to construct a monument sign for the HiFi Property on the Property that is visible from US Highway 36. A separate FlatIron Crossing monument sign (the “Existing Sign”) already exists nearby that supports the Mall and its anchor businesses.

3.6 The Parties have agreed that constructing a single joint use monument sign on the Property that welcomes people to Broomfield and supports the HiFi Property development is preferred to having two separate monument signs in close proximity on the Property. The Existing Sign would remain in its current location.

3.7 The joint use of the Sign (as defined below) would be owned by the City and located on the Property, which is owned by the City. The Sign will include “Welcome to Broomfield” or a similar branding and permanent message that is highly visible to US Highway 36 and the City will have the right to advertise community events on the variable message board or similar digital display.

3.8 The HiFi Property will be prominently incorporated into the Sign and include advertising for businesses and tenants of the Center, including the HiFi Property development. A variable message board or similar digital display advertising businesses and events at the Center will be included.

3.9 FlatIron Crossing would construct, operate, and maintain the Sign on behalf of the City in accordance with this Agreement.

3.10 The Parties desire to set forth in this Agreement the details concerning the ownership, access, construction, maintenance, and operation and use of the Sign.

4.0 Terms and Conditions. In consideration of the mutual covenants and promises of the Parties contained herein, the Parties agree as follows:

4.1 Recitals. The Recitals set forth above are incorporated herein by reference.

4.2 Joint Use Sign; Location, Design, Digital Display.

4.2.1 Location. The Parties have agreed to the placement of the Sign to be located upon the Property as more specifically sited and shown on **Exhibit A** attached hereto (the "**Site**"). The Sign shall be lighted and visible at all times to vehicles traveling east and west on US Highway 36.

4.2.2 Design. The Sign shall be of high quality design and as substantially shown on **Exhibit D** or as otherwise approved by the City (the "**Sign**"). The Sign will include "Welcome to Broomfield" or a similar branding and permanent message and will advertise and promote the businesses and tenants of the Center, including the HiFi Property development.

4.2.3 Digital Display. The Sign will incorporate a variable message board or similar digital display. The lighting and operation of the digital display shall be in conformance with Section 17-44-080(E)(3) of the Broomfield Municipal Code (BMC).

4.3 Ownership. The joint use monument Sign will be owned by the City and located on the Property, which is also owned by the City. Except as referenced in Section 4.2.3, the Sign is exempt from Chapter 17-44 of the BMC.

4.4 Grant of Easements; Access and Use of Site. The City hereby grants for the benefit of the Center and FlatIron Crossing, its contractors, affiliates, agents, designees and assigns certain non-exclusive easements over, across, under and through the Property for the right of ingress, egress, and use of the Property for purposes of accessing the Site; constructing, operating, repairing, replacing and maintaining the Sign; and performing the obligations of FlatIron Crossing under this Agreement. All use of the Property should be minimized to only such portions of the Property as are needed for this purpose. Any damage to the Property that results from such access and use shall be repaired and restored by FlatIron Crossing or its contractors, affiliates, agents and assigns, as the case may be, to a condition substantially and reasonably similar to the

condition that existed immediately prior to its use that caused the damage, and the repairs and restoration shall be commenced and completed as soon as is reasonably practical. FlatIron Crossing will provide the City with at least twenty-four (24) hours' written notice prior to commencing any work on the Property, emergencies excepted.

4.5 Construction of the Sign. FlatIron Crossing agrees to construct the Sign in the location shown in **Exhibit A** and consistent with the design shown on **Exhibit D** or as otherwise approved by the City. FlatIron Crossing shall be responsible for all costs to construct the Sign and shall obtain all approvals and permits from the City as are required for the construction.

4.6 Operations and Maintenance. FlatIron Crossing agrees to manage day to day operations of the Sign and provide for any necessary maintenance and repairs at no cost to the City, including the costs of capital replacement. Maintenance shall be consistent with the standards and care FlatIron Crossing provides for the maintenance of the Existing Sign at FlatIron Crossing. Reasonable repairs requested by the City due to safety concerns resulting from the Sign or due to the deterioration of the City's branding shall be promptly addressed, subject to reasonable extensions, following FlatIron Crossing's receipt of written notice from the City making a request for said repairs.

4.7 Utilities. Electric utility service may be installed across the Property to service the Site. Installation of electrical service shall be arranged by FlatIron Crossing. All electric service to the Site shall be separately metered and all fees incurred shall be the responsibility of FlatIron Crossing and at no cost to the City, provided any infrastructure installed in connection with such electric utility service shall be owned by the City.

4.8 City's Use of Message Board or Digital Display. The City shall have the right with prior notice to FlatIron Crossing to advertise City sponsored community events or other City provided messaging or services on the message board or digital display. This use shall be coordinated with FlatIron Crossing and limited to no more than fifteen percent (15%) of the messaging capacity available from the board or display, except in the case of emergency when said use can exceed the limitation as needed. Said use by the City shall be at no cost to the City.

4.9 Content. No content shall be allowed on the Sign that violates local, state, or federal laws. Advertising shall be limited to the following: (1) promotion

of the businesses and tenants of the Center, including the HiFi Property (including the trade names, logos, and scheduled calendar events of the Center and such businesses and tenants); (2) public events (including events that may require an admission fee) hosted at the Center, including the HiFi Property; and (3) community events sponsored or hosted by the City.

5.0 Term. This Construction, Maintenance and Operations Agreement shall commence on the date first shown above, and shall be in full force and effect and, subject to this Section 5.0, continue until the twenty-fifth (25th) anniversary of the Effective Date (the "**Term**"), subject to FlatIron Crossing's extension options set forth below. Additionally, the City hereby grants FlatIron Crossing three (3) successive options to extend the Term for an additional five (5) years each. Notwithstanding the foregoing, if this Agreement is not otherwise terminated prior to the then-current expiration date of the Term, the Term shall be automatically renewed for succeeding terms of one (1) year each.

6.0 Removal and Restoration. In the event of a termination or expiration of this Agreement, FlatIron Crossing shall remove the Sign from the Site within ninety (90) days thereof subject to reasonable extensions. Such removal shall be done in workmanlike and reasonably careful manner and without interference or material damage to Property. FlatIron Crossing shall restore the Site to the reasonable satisfaction of the City. All costs for removal of the Sign and restoration of the Site shall be borne by FlatIron Crossing.

At the City's option, upon termination or expiration of this Agreement, the Sign may be left in place and all future obligations for the operation, repair, replacement and maintenance of the Sign, including electric service fees, shall become the responsibility of the City. In the event the City elects for the Sign to be left in place, FlatIron Crossing shall have the right to approve any portion of the Sign or its content related to the Center or the businesses or tenants of the Center, including the HiFi Property. This Section 6 shall survive the earlier termination or expiration of this Agreement.

7.0 Successors and Assigns; Run with the Land. This Agreement is a covenant running and any easements granted by this Agreement run with the Center and the Property, and the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of FlatIron Crossing and the City, provided, however, notwithstanding anything to the contrary contained in this Agreement, (i) a Party's right to exercise such Party's rights and privileges under this Agreement shall only run and can only be

assigned upon the execution and recordation in the Official Records of Broomfield County (the "Official Records") of a written assignment and assumption agreement pursuant to which such Party assigns such Party's rights under this Agreement to an assignee and such assignee agrees to assume the obligations of such Party under this Agreement and (ii) provided a written assignment is executed and recorded in the Official Records in accordance with the foregoing clause (i), FlatIron Crossing may transfer FlatIron Crossing's interest in this Agreement to another entity that controls, is controlled by or under common control with FlatIron Crossing (including, without limitation, a transfer of Mall Owner's interest in this Agreement to HiFi Owner and vice versa), without the prior consent of the City.

8.0 Protection of Property. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by FlatIron Crossing while performing services pursuant to this Agreement. FlatIron Crossing shall be held responsible for repairing or replacing any and all property that is damaged by reason of their work to the reasonable satisfaction of the City within three (3) weeks of the written notification of such damage, subject to reasonable extensions.

9.0 Financial Obligations of the City. All financial obligations of the City, if any, under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

10.0 Notice. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent either (a) by a method which confirms delivery (or refusal of delivery) by either the United States Postal Service or a recognized national courier service (such as, but not limited to, Federal Express or United Parcel Service), postage prepaid and addressed to the other party's address or (b) by email, provided that such email notice is promptly followed by written notice delivered in accordance with foregoing clause (a) and such notice shall be deemed to have been given when the email was sent and received. Notices shall be delivered to the following addresses:

For the City:

CITY AND COUNTY OF BROOMFIELD  
1 DesCombes Drive

Broomfield, Colorado 80020  
Attention: City & County Manager  
Email: [manager@broomfield.org](mailto:manager@broomfield.org)

For FlatIron Crossing:

FLATIRON PROPERTY HOLDING, L.L.C.  
One West FlatIron Crossing Drive, Suite 1083  
Broomfield, Colorado 80021  
Attention: Kate Taggart, General Manager  
Email: [kate.taggart@macerich.com](mailto:kate.taggart@macerich.com)

with a copy to:

FLATIRON PROPERTY HOLDING, L.L.C.  
401 Wilshire Boulevard, Suite 700  
Santa Monica, California 90401  
Attention: Legal Department  
Email: [jamie.tran@macerich.com](mailto:jamie.tran@macerich.com)

A party to this Agreement may change its notice address at any time by giving written notice of such change to the other parties to this Agreement in the manner provided herein at least ten (10) days prior to the date such change is effected.

11.0 Indemnification. Except to the extent related to the City's gross negligence or willful misconduct, FlatIron Crossing expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by FlatIron Crossing or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof pursuant to Section 10.0.

12.0 Insurance. To assure the City that FlatIron Crossing is always capable of fulfilling specified indemnification obligations, FlatIron Crossing shall purchase and maintain insurance of the kind and in the amounts required by the City, from

an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit E. Current proof of such insurance is attached at Exhibit E, incorporated by this reference.

13.0 Event of Default. FlatIron Crossing shall not be in default of this Agreement unless FlatIron Crossing shall have failed to perform any of its obligations herein and such failure continues for a period of thirty (30) days after FlatIron Crossing receives written notice of such failure from the City (provided, however, that if such failure cannot reasonably be cured within such thirty (30) day cure period, such cure period shall be extended for such additional period as shall be reasonably required to complete such cure, so long as FlatIron Crossing commences to cure such default within ten (10) days after receipt of such notice and thereafter continuously and diligently prosecutes such cure to completion). Any such notice shall specify with reasonable particularity the nature of the failure claimed and shall set forth the action which the City proposes to be taken in order to cure the claimed failure.

14.0 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15.0 No Third-Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

16.0 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

17.0 Severability. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

18.0 Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the

same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. All documents must be properly notarized, if applicable.

19.0 Minor Changes. The Parties executing this Agreement, upon delivering prior written notice, are authorized to make non substantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

20.0 Days. If the day for any performance or event provided for herein is a Saturday, Sunday, or holiday or closure day of the City, such day therefore shall be extended until the next day on which the City is open for the transaction of business.

21.0 Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

22.0 Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other Party.

23.0 Exhibits. All exhibits referred to in this Agreement, if any, are by reference incorporated herein for all purposes.

24.0 Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the Broomfield Combined Courts, Broomfield County, Colorado.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and

county

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Office of the City & County Clerk

(SEAL)

APPROVED AS TO FORM:

*KF*  
\_\_\_\_\_  
City & County Attorney



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }

On November 24, 2025 before me, Alice Jung, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Alison Wais  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ACKNOWLEDGMENT**

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State of California }  
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On November 24, 2025 before me, Alice Jung, Notary Public,  
Date Here Insert Name and Title of the Officer

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description and Map of Site)

See attached.

## EXHIBIT A

### PARCEL DESCRIPTION

A PORTION OF TRACT A, FLATIRON CROSSING SUBDIVISION FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2200601 IN THE RECORDS OF BOULDER COUNTY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY AND COUNTY OF BROOMFIELD CONTROL POINT "FC-1 RESET", AS MONUMENTED BY A RECOVERED 3-1/4" BRASS CAP, WHENCE CITY AND COUNTY OF BROOMFIELD CONTROL POINT "ENERGY", AS MONUMENTED BY A RECOVERED 3-1/4" BRASS CAP STAMPED "ENERGY 1977" IN CONCRETE BEARS SOUTH 50°54'23" EAST, A DISTANCE OF 14,182.55 FEET, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;  
THENCE NORTH 62°59'57" WEST, A DISTANCE OF 1555.85 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 30°27'32" WEST, A DISTANCE OF 51.53 FEET;  
THENCE NORTH 59°32'28" WEST, A DISTANCE OF 33.21 FEET;  
THENCE NORTH 30°27'32" EAST, A DISTANCE OF 51.53 FEET;  
THENCE SOUTH 59°32'28" EAST, A DISTANCE OF 33.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,711 SQUARE FEET OR 0.0393 ACRE, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

  
**PRELIMINARY**  
THIS DOCUMENT SHALL  
NOT BE RECORDED FOR  
ANY PURPOSE AND  
SHALL NOT BE USED OR  
VIEWED OR RELIED  
UPON AS A FINAL  
SURVEY DOCUMENT  

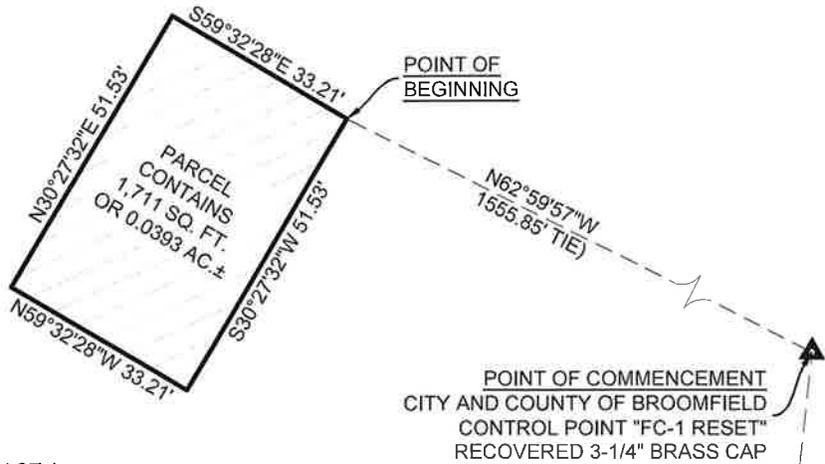

---

DARREN R. WOLTERSTORFF, PLS 38281  
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

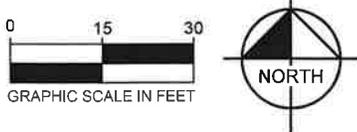
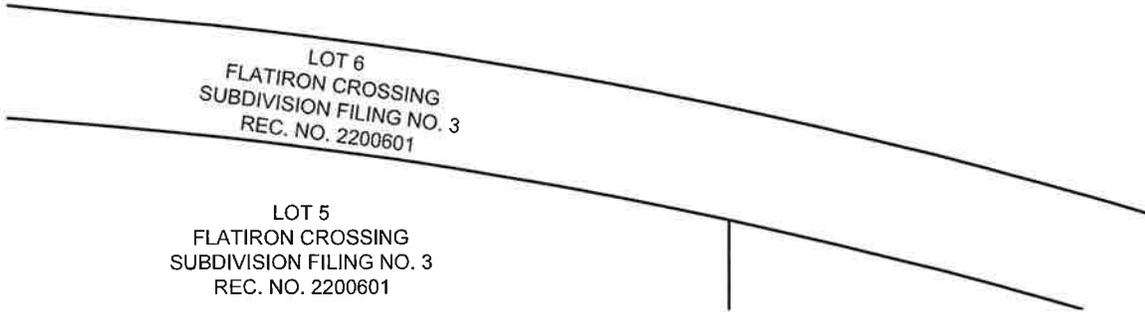
# EXHIBIT A

A PORTION OF TRACT A, FLATIRON CROSSING SUBDIVISION FILING NO. 3  
 SITUATED IN THE NORTHEAST QUARTER OF SECTION 29  
 TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

**PRELIMINARY**  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT



TRACT A  
 FLATIRON CROSSING  
 SUBDIVISION FILING NO. 3  
 REC. NO. 2200601



CITY AND COUNTY OF BROOMFIELD  
 CONTROL POINT "ENERGY"  
 RECOVERED 3-1/4" BRASS CAP  
 STAMPED "ENERGY 1977" IN CONCRETE

**NOTES:**  
 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.  
 2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

**Kimley»Horn**  
 6200 SOUTH SYRACUSE WAY, #300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	PTM	DRW	2025-11-21	096292020	2 OF 2

**EXHIBIT B**  
(Legal Description of Mall)

Lot 1, FlatIron Crossing Subdivision Filing No. 8, recorded \_\_\_\_\_, 2025, at  
Reception No. \_\_\_\_\_, in the records of the City and County of Broomfield,  
State of Colorado.

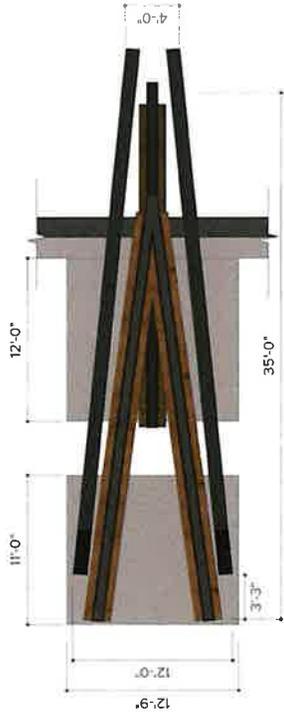
**EXHIBIT C**

(Legal Description of HiFi Property)

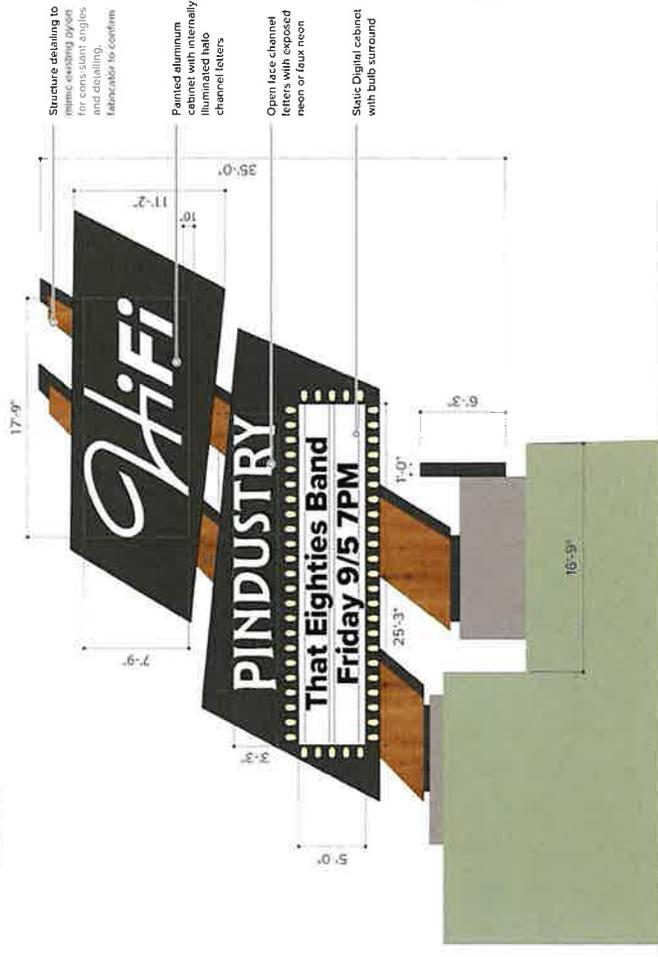
Lot 1, FlatIron Crossing Subdivision Filing No. 7, recorded September 17, 2025, at Reception No. 2025007583, in the records of the City and County of Broomfield, State of Colorado.

**EXHIBIT D**  
(Graphic Design of Sign)

See attached.



3 Top View  
Scale: 1/8"=1'



1 Front View  
Scale: 1/8"=1'



2 Side View  
Scale: 1/8"=1'

**EXHIBIT E**  
(Insurance Requirements)

**City and County of Broomfield Insurance Requirements**  
**Including General Liability, Automobile, and Workers' Compensation**

**General Requirements** (Version dated December 2024)

1. All insurers shall be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers shall have an A.M. Best Company rating of at least A- Class VII.
3. Additional Insured. City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, umbrella liability, excess liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage. Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver. All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits. The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates. Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.

10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield 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.

## **Insurance Requirements**

The Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense, and for the duration of the Agreement including any warranty periods under which the Agreement are satisfied, the following:

### **Commercial General Liability**

Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, and products and completed operations. For contracts involving vendor/contractor contact with minors or at risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements and listed on the certificate.

Minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project aggregate for construction contracts)
- \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)

### **Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos).

Minimum limits:

- \$1,000,000 each accident combined single limit
- If hazardous materials are transported, an MCS 90 form shall be included on the policy

### **Workers' Compensation**

Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act and when such contractor or subcontractor provides an appropriate sole proprietor letter.

Employer's Liability with minimum limits:

- \$100,000 Each Accident
- \$100,000 Each Employee by Disease
- \$500,000 Disease Aggregate

**Deviations**

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to [RiskManagement@broomfield.org](mailto:RiskManagement@broomfield.org)

**Certificate Holder/Certificate of Insurance (COI)**

On all Certificates of Insurance the following shall be named an Additional Insured and included on the Certificate provided:

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability, Excess Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.

City and County of Broomfield  
One DesCombes Drive  
Broomfield, CO 80020-2495  
certificates@broomfield.org



**F. Resolution - Renewal of Badger Water Meters**

Meeting	Agenda Group
Tuesday, December 9, 2025, 6:00 PM	Consent Items Item: 6F.
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-54 authorizes and approves the purchase of water meters and electronic reading systems from Badger Meters, Inc. In addition, the resolution authorizes the City and County Manager, or designee to approve purchase orders to Badger meters for three additional one-year periods, subject to annual budget appropriations by the City Council. Such purchase orders shall not exceed the appropriated amount.

### **Attachments**

[Council Memo for Badger Meter.pdf](#)

[Resolution No. 2025-54.pdf](#)

# Summary

[View Correspondence](#)  
[View Presentation](#)

## Badger Resolution for Renewal for Water Meters: Protecting Broomfield’s Essential Infrastructure

Water Utilities Department staff consistently evaluates smart meter technologies, including the Advanced Metering Infrastructure (AMI) which is a cellular-based meter that is capable of providing real-time data, and the Badger AMR drive-by system providing efficient meter readings, reducing manual effort and improving billing accuracy over the previous water meters.

Badger Orion Automated Meter Reading (AMR) system remains the most cost-effective and appropriate technology for our existing infrastructure and operational requirements. Implementation of the proactive 12-year Water Meter Replacement Program will continue, utilizing new Badger AMR meters.

The evaluation is summarized below:

System	Estimated Implementation Cost	Estimated Annual Operating Cost
Current Badger Orion AMR (Drive-by)	\$13.8 million (12-year replacement program)	(Included in current operations)
Badger AMI (Cellular-based)	\$20.5 million	\$255,000 per year (additional cost)

### Cost-Benefit Analysis:

- AMI Benefits: Offers real-time data, enhanced customer access, and improved leak detection.
- AMI Drawbacks: The \$6.7 million increased capital investment, plus \$255,000 in additional annual operating costs, is not currently justified.
- Current Conditions: Current demand for leak/usage services is low (0.2% of residents inquire), and most leaks are negligible or obvious. System-wide leakage is low.

Conclusion: The increased capital and operational investment for AMI would be better allocated to operational efficiencies or critical infrastructure repairs at this time. Broomfield will continue to monitor AMI developments for future adoption if the technology becomes more cost-effective.

### Strategic Water Meter Replacement Program

In 2025, Water Utilities began a 12-year program to replace all 23,050 existing water meters with Badger Meter ultrasonic meters via a sole-source agreement. During the first year, 2025, staff replaced 1,568 meters. Overall, the replacement program will average 1,870 meters per year. These new meters have a 20-year lifespan, allowing the City and County to transition from a 12-year replacement cycle to a 20-year cycle, thus reducing future staffing costs.

## Necessity for Proactive Replacement

Existing mechanical meters degrade and slow over time, causing inaccurate measurements, which results in the City and County not fully recovering water production costs. Failure risks also include corrosion and residential damages.

## Benefits of the New Badger Ultrasonic Meters

The Badger ultrasonic meters, made of low-lead brass with no moving parts, minimize failure risk and offer a 20-year battery life, leak detection, and high accuracy (within 1.5% under normal flow and 3.0% over extended low flow ranges).

## Economic Rationale and Program Benefits

This proactive replacement ensures accurate water consumption measurement, reduces future staffing costs via the longer replacement cycle, and ensures accurate utility billing, including tier rates and sewer charges, for residents.

## Public Communication and Public Notice

Residents will be notified of the upcoming water meter replacement by Utility Billing. New construction water meter sets will be completed within 48 hours of Utility Billing notification.

## Proposed Resolution:

- Proposed Resolution No. 2025-54 authorizes and approves the purchase of water meters and electronic reading systems from Badger Meters, Inc. In addition, the resolution authorizes the City and County Manager, or designee, to approve purchase orders to Badger meters for three additional one-year periods, subject to annual budget appropriations by the City Council. Such purchase orders shall not exceed the appropriated amount.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
2026 Operating Fund - Replacement and Repairs (XUT0060)	\$188,000.00
2026 Operating Fund - New Development (XUT0040)	\$216,659.00
2026 Capital Improvement - Residential Meter Replacement (02Z0112)	\$1,064,281.00
<b>2026 Operating Fund - Replacement and Repairs</b>	
	<b>-\$188,000.00</b>
<b>2026 Operating Fund - New Development</b>	
	<b>-\$216,659.00</b>
<b>2026 Capital Improvement - Residential Meter Replacement</b>	
	<b>-\$1,064,281.00</b>
<b>Projected Balance</b>	<b>\$0</b>

### **Prior Council or Other Entity Actions**

On March 29, 2022, City Council approved [Resolution No. 2022-43](#) for the purchase of water meters and electronic reading systems from Badger Meter, Inc.

### **Boards and Commissions Prior Actions and Recommendations**

N/A

### **Proposed Actions / Recommendations**

If Council desires to delegate authority to the City and County Manager for the purchase of Badger meters, registers, and Orion AMR transmitters from Badger Meter, Inc. up to annual budgets amounts, the appropriate motion is...

**That Resolution 2025-54 be adopted.**

### **Alternatives**

Do not authorize the purchase.

# RESOLUTION NO. 2025-54

A Resolution Authorizing and Approving the Purchase of Water Meters and Electronic Reading Systems from Badger Meters, Inc.

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The City and County Manager is authorized to approve purchase orders in an amount not to exceed the annual approved budget to Badger Meters, Inc., for the purchase of Badger meters and Orion Automatic Meter Reading transmitters to support Broomfield’s meter installation and replacement programs using funds appropriated in the 2026 approved budget.

## Section 2.

The City and County Manager, or designee, is hereby authorized to approve purchase orders to Badger Meters, Inc., for three additional one-year periods, subject to annual budget appropriations approved by the City Council. Such purchase orders shall not exceed the appropriated budget.

## Section 3.

This resolution is effective upon its approval by the City Council.

Approved on December 9, 2025

The City and County of Broomfield, Colorado

\_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney



# BROOMFIELD CITY COUNCIL

---

**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Katie Allen

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6G.

**Subject:** Resolution - Intergovernmental Agreement (IGA) with North Metro Fire Rescue District

- Resolution 2025-162 authorizing an Intergovernmental Agreement for the construction of utilities for new fire station #68 between the City and County of Broomfield, and North Metro Fire Rescue District

**Goals:** N/A

---

## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com) (link to project page OR remove if not applicable)

[View Presentation](#)

### UPDATE AS NECESSARY FROM MEMO

Proposed Resolution No. 2025-162 will approve an Intergovernmental Agreement (IGA) with Jefferson County and North Metro Fire Rescue District for the construction of utilities of a new fire station #68 . This IGA is in lieu of a Letter of Credit. This is an intergovernmental agreement (IGA), and pursuant to City Charter, requires a two-thirds affirmative vote of the entire City Council for approval.

### **Attachments**

[IGA NMFRD Utilites for Fire Station 68.pdf](#)

[Resolution 2025-162 NMFRD.pdf](#)

[CCOB & NMFRD IGA Station 68 IGA.pdf](#)

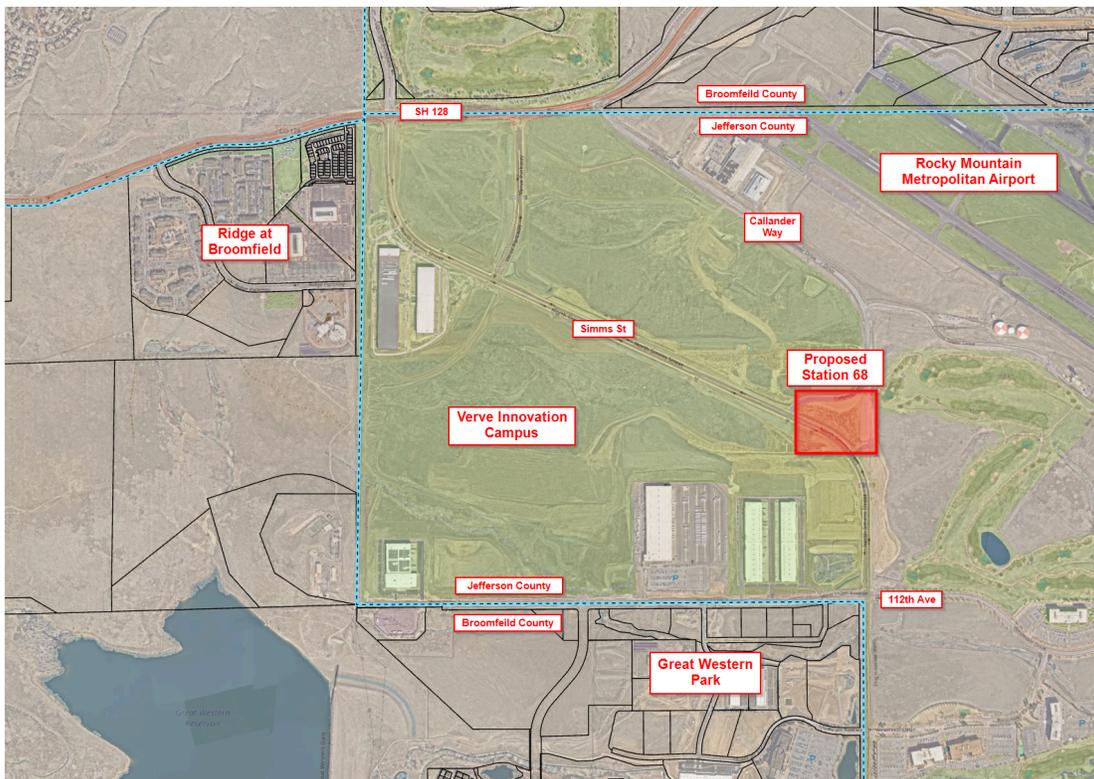
# Summary

[View Correspondence](#)

[View Presentation](#)

The North Metro Fire Rescue District (NMFRD) provides fire protection services to the City and County of Broomfield in addition to Northglenn and unincorporated areas of Adams, Boulder, Jefferson, and Weld counties. NMFRD currently has [five \(5\) fire stations](#) located in Broomfield. NMFRD has identified the need to expand their coverage area in the southwest section of Broomfield with the addition of a new Fire Station (Station 68) in the area of 112th and Simms.

Proposed Resolution No. 2025-162 will approve an Intergovernmental Agreement (IGA) with North Metro Fire Rescue District (NMFD) for the construction of utilities for the new Fire Station #68 near Rocky Mountain Metropolitan Airport (RMMA).



NMFD is willing to provide assurances, as requested by Broomfield, that the funds stated in this IGA will be committed for the performance of this project and include the funds necessary to construct the improvements. This IGA is in lieu of a Letter of Credit. This is an intergovernmental agreement (IGA), and pursuant to City Charter, it requires a two-thirds affirmative vote of the entire City Council for approval.

Prior to becoming a city and county, Broomfield agreed to provide wastewater and water service to what was then known as the Jefferson County Airport and is now known as RMMA. Additionally, Broomfield agreed to provide wastewater and water services to a 311-acre parcel owned by Jefferson County adjacent to RMMA.

NMFD is proposing Fire Station #68 within the 311-acre area and will require the extension of Broomfield's water and sewer networks to serve the building. New waterline, hydrants, and sewer manholes will be

installed by NMFD as part of the new fire station. NMFD has appropriated the necessary funds for these utility improvements.

## Financial Considerations

Broomfield has no funding obligation for the project.

North Metro Fire Rescue District is assuring that \$48,412 has been allocated for the public water main and public sanitary sewer line associated with the fire station project in its capital improvements budget and that the funds are committed for the performance of the project. The commitment of the funds fulfills the obligation for a performance guarantee/financial surety.

## Prior Council or Other Entity Actions

[September 25, 1990](#), City Council adopted Resolution No. 103-90 Approving a Wastewater Services Agreement with Jefferson County Airport Authority.

[September 9, 1997](#), City Council adopted Resolution No. 137-97 Approving an Annexation Agreement, First Amendment to the Wastewater Service Agreement, and an Intergovernmental Agreement for Water Services Regarding the Annexation.

[January 13, 2015](#), City Council adopted Resolution No. 2015-24, Approving the Second Amendment to the Wastewater Service Agreement, Resolution No. 2015-23, Approving the First Amendment to an Intergovernmental Agreement for Water Services, and Resolution No. 2015-22, Approving an Intergovernmental Agreement with Jefferson County for the Installation and Connection of Utility Services.

[September 14, 2021](#), City Council adopted Resolution No. 2021-142, Approving an Intergovernmental Agreement with Jefferson County for the Installation and Connection of Water and Sewer Services for the Verve Innovation Park Filing No. 2.

[January 11, 2022](#), City Council adopted Resolution No. 2022-05, Approving an Intergovernmental Agreement with Jefferson County for the Installation and Connection of Water and Sewer Services for the Verve Innovation Park Filing No. 3.

[June 23, 2023](#), City Council adopted Resolution No. 2023-78, Approving an Intergovernmental Agreement with Jefferson County for the construction of water and sewer improvements to the [Verve Innovation Park Filing No. 4](#) development

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the IGA with North Metro Fire Rescue District, the appropriate motion is...  
**That Resolution 2025-162 be adopted.**

## Alternatives

Do not approve the Intergovernmental Agreement.

# RESOLUTION NO. 2025-162

A resolution approving an Intergovernmental Agreement with North Metro Fire Rescue District for the construction of utilities to the new North Metro Fire Rescue District Fire Station #68

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The Intergovernmental Agreement between North Metro Fire Rescue District and the City and County of Broomfield for the construction of utilities to the new North Metro Fire Rescue District Fire Station #68 is hereby approved

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

## Section 3.

This resolution is effective upon its approval by the City Council.

Approved on December 9, 2025

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

**CITY AND COUNTY OF BROOMFIELD IMPROVEMENT AGREEMENT  
FOR  
NORTH METRO FIRE RESCUE – STATION #68**

THIS IMPROVEMENT AGREEMENT (this “Agreement”), is dated for reference purposes only this \_\_\_\_ day of December, 2025, is made and entered into by and between the CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county, (the “City”), and NORTH METRO FIRE RESCUE DISTRICT, a political subdivision of the State of Colorado (“North Metro” or “Developer”), collectively, the “Parties,” or individually, a “Party.”

**RECITALS**

- A. Jefferson County is the owner of approximately 436 acres of land zoned for non-aviation uses and approximately 170 acres of land zoned for aviation uses located within Jefferson County, Colorado near the Rocky Mountain Metropolitan Airport, which is currently being developed as the Verve Innovation Park.
- B. North Metro desires to construct a new fire station on approximately 3.40 acres of land it owns legally described in **Exhibit A** attached hereto (the “Property”); The Property is located within the Verve Innovation Park in Jefferson County.
- C. The Property is served by water and sanitary sewer utilities from the City and County of Broomfield.
- D. In connection with the development of the Property, North Metro is required to expand the domestic water network servicing the Property and wishes to obtain the City’s approval of Construction Drawings, a copy of which is described in **Exhibit B** and is incorporated by this reference (the “Site Plans”).
- E. In order to get water to the Property, North Metro is required to connect to an existing water tap located on property owned by Jefferson County which is adjacent to the Property.
- F. Jefferson County has agreed to grant to the City and North Metro an access and utility easement over, upon, and across its property for the water line required for the new fire station (the “Water Line Easement”).
- G. North Metro and the City desire to enter into this Agreement to detail the rights and obligations of the Parties relating to the development of the Property.

**AGREEMENT**

In consideration of the premises cited hereinabove and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. **Improvements.** North Metro, as the Developer of the Property consistent with the Site Plans, shall furnish and install, at its own expense, the improvements described on the Schedule of

Improvement Agreement for  
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Improvements in **Exhibit C** attached hereto and incorporated by this reference (the “Improvements”).

- 1.1. **Design and Construction.** The Improvements shall be constructed in strict conformance with the Site Plans prepared by the Developer and reviewed and accepted by the City and County Engineer (the “City Engineer”) and with all policies, standards, the current City and County of Broomfield Standards and Specifications and the Broomfield Municipal Code adopted by the City relating thereto (collectively, the “Standards and Specifications”). The City’s review and acceptance of the Site Plans shall not limit or affect the Developer’s responsibility for the design and construction of the Improvements which will be further defined in the approved construction plans.
- 1.2. **Testing.** The Developer shall employ, at its own expense, a qualified testing company, which testing company shall be pre-approved in writing and reasonably acceptable to the City, to perform all testing of materials or construction that may be required by the City. Upon completion of the testing, the Developer shall deliver to the City copies of any test results.
- 1.3. **Inspection.** At all times during construction of the Improvements, the City shall have the right, but not the duty, to inspect materials and workmanship, and all materials and work shall conform to the Site Plans, the approved construction plans and the Standards and Specifications. Any material or work not conforming to the Site Plans, the approved construction documents, and the Standards and Specifications shall promptly be removed or replaced to the reasonable satisfaction of the City Engineer or their designee at the Developer’s expense.
- 1.4. **Utilities.** Intentionally Omitted – Not Applicable.
- 1.5. **Completion of Improvements.** The Developer shall perform and satisfy all obligations of the Developer set forth in this Section 1 (including all subparagraphs thereof) and the Improvements shall be accepted by the City prior to the installation of the water meter servicing the Property.
  - 1.5.1. No Improvements shall be deemed complete until the City has issued a written Construction Acceptance into Warranty, as described in the Section 5 below, that the Improvements have been completed in substantial conformance with the Site Plans, the approved construction documents and the Standards and Specifications.
  - 1.5.2. The Developer shall provide the City with a sworn affidavit provided by the City, signed by the Developer’s authorized representative, that the Improvements have been completed and paid for in full by the Developer and that there are no liens for unpaid materials or construction work performed on the Property. The written affidavit will be reviewed by the City, but the City shall assume no responsibility or liability to any party regarding the veracity of the information provided.

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NORTH METRO FIRE RESCUE – STATION #68

- 1.5.3. Before the City accepts the Improvements, the Developer shall furnish to the City reproducible “as constructed” drawings of the Improvements, certified as true and correct by the Developer’s Engineer as defined in Section 3 below.
  - 1.5.4. The Improvements within the Property may be constructed by the Developer in one or more phases as approved by the City and as more particularly described in **Exhibit C**, if applicable. All items within an identified phase must be completed prior to submission for acceptance of that phase. If no phases are identified, submission for acceptance shall occur upon completion of all of the Improvements.
- 1.6. **Fees.** The Developer is responsible for all permit fees associated with the construction or installation of the Improvements. These fees may include, but are not limited to, public/private improvement permit fees, grading permit fees, over-excavation permit fees, water and sewer license fees, water tap and meter fees, building permit fees and contractor license fees. The Developer is also responsible for any and all permit and review fees required by third parties, including but not limited to, Colorado Department of Transportation (“CDOT”), Burlington North Sante Fe Railroad (“BNSF”), Farmers Reservoir and Irrigation Company (“FRICO”), and the Regional Transportation District (“RTD”).
2. **Rights-of-Way and Easements.** Intentionally Omitted – Not Applicable.
3. **Engineering Services.** The Developer shall furnish, at its own expense, all engineering services required to prepare the Site Plans, the construction plans and permits and to construct the Improvements on the Property. Engineering services provided to the Developer shall be performed by a professional engineer registered in the State of Colorado (the “Developer’s Engineer”). The engineering services shall conform in all respects to the Standards and Specifications. Engineering services shall consist of, but is not be limited to, preparation of the surveys, site and utility designs, the Site Plans, the construction plans, estimates of construction costs, construction supervision, and the furnishing of necessary documents in connection therewith. All engineering plans as described in this Section shall be submitted for review by, and be subject to the stamped acceptance of the City. The City’s review and acceptance of any plans does not relieve the Developer, or the Developer’s Engineer, of the responsibility for design and construction of the Improvements.
4. **Liability.**
  - 4.1. **Release of Liability.** To the extent permitted by law, the Developer shall indemnify, defend and hold harmless the City from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Improvements, except for matters arising out of the gross negligence or willful misconduct of the City or the City’s officers, agents, employees and independent contractors including the City Engineer; and the Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim with respect to such construction of the

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Improvements together with all reasonable expenses and attorney’s fees incurred by the City in defending any such suit, action or claim. The Developer shall maintain (and shall require that all contractors and other third parties engaged in construction of the Improvements maintain) adequate workmen’s compensation insurance and public liability coverage. In addition, all such Developer parties shall comply with the Federal Occupational Safety and Health Act (“OSHA”).

- 4.2. **Drainage Liability.** To the extent permitted by law, the Developer and its successors shall indemnify, defend and hold harmless the City from any liability the City may have on account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this Property or the construction of the Improvements.
- 4.3. **Tax Liability.** The Developer shall pay all property taxes on property dedicated to the City to the extent such taxes are due as of the date of dedication or conveyance, and the Developer shall indemnify, defend and hold harmless the City from any such property tax liability.
5. **Acceptance.** If the Improvements are satisfactorily completed, then upon written request of the Developer, accompanied by any documents required by the Standards and Specifications, the City shall accept the Improvements in accordance with then-applicable Standards and Specifications (the “Construction Acceptance into Warranty”). Upon issuance of the Construction Acceptance into Warranty by the City, the Improvements listed under the “Public Work Summary Table” in **Exhibit C** shall become public facilities and property of the City, subject to maintenance, repair, and replacement as set forth in the Standards and Specifications. Until Construction Acceptance into Warranty, the Developer shall bear all risk of loss, damage, or failure of any of the Improvements.
  - 5.1. **Placed Into Service - Not Acceptance.** If desired by the City, portions of the Improvements may be placed in service when completed, inspected, and approved for public use by the construction inspection supervisor; but being placed into service shall not constitute an acceptance by the City into warranty.
  - 5.2. **Maintain, Repair and Replacement of Improvement Placed Into Service But Prior to Acceptance.** Until the issuance of Construction Acceptance into Warranty, the Developer shall be solely liable for any maintenance, repairs, or replacements to the Improvements which, in the reasonable opinion of the City Engineer, shall become necessary to conform to the Standards and Specifications. If, within thirty (30) days after the Developer’s receipt of written notice from the City requesting such repairs or replacements, the Developer has not undertaken with due diligence such repairs or replacements, the City may make such repairs or replacements at the Developer’s expense. In such an event, the City shall be entitled to draw upon the Performance Guarantee described in Section 7 below, either, before undertaking such repairs, or at any time thereafter. If the amount of the Performance Guarantee exceeds the costs incurred by the City to complete the repairs or replacement, the City shall refund any excess amounts to the Developer upon release of the Performance Guarantee as described in Section 7 below. In case of emergency, such thirty (30)

day written notice shall be waived, and the City shall proceed as it deems necessary at the Developer's expense. To the extent the Performance Guarantee described in Section 7 below does not cover the costs of the repairs and replacements, the Developer shall reimburse the City for any additional costs in excess of such amount.

5.3. **Intentionally Omitted.**

5.4. **City's Right to Enter Property.** In consideration of approval of the Site Plans, the Developer hereby consent and authorize the City to enter onto the Property to construct, install, inspect, maintain, and/or replace all or any portion of the Improvements. Except in the case of an emergency, the City shall give reasonable notice of entry during normal business hours. The Developer hereby unconditionally waives and releases the City from any and all claims or other legal liability that arise out of or are attributable to constructing, installing, inspecting, maintaining and/or replacing the Improvements as provided in this Agreement. This consent, waiver and release extends to the City and all its officials, attorneys, agents, employees, and contractors completing work on the Improvements.

5.5. **Estoppel Letters.** The Developer, or any of its prospective purchasers or lenders, may request an estoppel letter for the Property from the City at any time. Upon receipt of a request for an estoppel letter, within a reasonable period of time as determined by the City, the City shall prepare and deliver a letter detailing the outstanding obligations under this Agreement as well the terms and provisions of this Agreement that have been modified.

6. **Warranty.** After the Construction Acceptance into Warranty of the Improvements and during the two (2) year warranty period or such other warranty period, as applicable, for such Improvements as set forth in the Standards and Specifications, the Developer shall, at its own expense, make all needed repairs or replacements that the City reasonably determines are necessary for such Improvements to conform to the Standards and Specifications. If, within thirty (30) days after the Developer's receipt of written notice from the City requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make such repairs or replacements, the City may make such repairs or replacements at the Developer's expense and shall be entitled to draw upon the Performance Guarantee described in Section 7 below either before undertaking such repairs or at any time thereafter. In case of emergency, such thirty (30) day written notice shall be waived, and the City shall proceed as it deems necessary, at the Developer's expense. To the extent the Performance Guarantee described in Section 7 below does not cover the costs of the repairs and replacements, the Developer shall reimburse the City for any additional costs in excess of such amount. If the amount of the Performance Guarantee exceeds the costs incurred by the City to complete the repairs or replacement, the City shall refund any excess amounts to the Developer upon release of the Performance Guarantee as described herein.

7. **Performance Guarantee.**

7.1. **Performance Guarantee Types.** Intentionally Omitted – Not Applicable.

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- 7.1.1. Developer acknowledges and affirms that funds have been allocated for the Improvements in its capital improvements budget in the amount of \$48,412.00 (the “Funds”) and that the Funds are committed for the completion of the Improvements. It is expected that the Funds are sufficient to complete the Improvements. In the event that the completion of the Improvements should require more than the specified amount of the Funds, additional funds will have to be appropriated by the Developer in accordance with Colorado law. In the event of any conflict or inconsistency in the terms of the Construction Plans and this Agreement, particularly with respect to the Funds required for the Improvements and any financial assurances or security, this Agreement shall control.

The City may permit the Developer to furnish the City with a Performance Guarantee consistent with the above amounts for each phase or any combination of phases within the Property for the Improvements described in **Exhibit C**, if applicable. The Performance Guarantee shall be maintained at an amount sufficient to fund all outstanding Improvements within phases under construction, said amount to be reasonably determined by the City Engineer, until the Developer has received Construction Acceptance into Warranty for all Improvements.

- 7.2. **Increases in Performance Guarantee.** The estimated cost of completion of the Improvements may increase in the future. Accordingly, the City reserves the right to review and adjust the cost estimates for the Improvements as set forth on **Exhibit C** at any time, before or after, the Developer provides its Performance Guarantee as described in Section 7.1 above. If the City Engineer determines a cost adjustment is reasonably necessary, the City shall give written notice to the Developer of the amount of the cost adjustment calculated using the Construction Cost Index for Denver, Colorado published by the *Engineering News Record*. The Developer shall, within thirty (30) days after receipt of such written notice, provide the City with the additional Performance Guarantee required. If the Developer refuses or fails to provide the City with adjusted Performance Guarantee, the City may withhold the installation of the water meter servicing the Property until such adjusted Performance Guarantee is provided. Revisions to the Performance Guarantee amount described in this Section may be processed administratively without a formal amendment to this Agreement.

8. **Availability of Utilities.** The City will use every reasonable means to plan for and provide water and sewer services for the Property. However, it is expressly understood by the Developer that the City cannot guarantee its ability to provide water or sewer services. The Developer, for itself, its heirs, successors, and assigns hereby acknowledges the municipal utility limitations of the City and agrees to accept and comply with all policies, ordinances, development criteria, and platting restrictions currently in effect or enacted in the future to allocate or regulate the use of the City’s utility resources.
9. **Breach of Agreement.** If at any time this Agreement, or any part hereof, has been breached by the Developer or if satisfactory progress has not been made on the Improvements and

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NORTH METRO FIRE RESCUE – STATION #68

after thirty (30) days written notice of such breach from the City and the Developer fails to cure such breach, the City shall be entitled to (1) draw on the Performance Guarantee, (2) withhold the installation of the water meter servicing the Property, and (3) until the breach has been corrected by the Developer, the City shall be under no obligation to approve or to issue any additional building permits, certificates of occupancy or water licenses for any project of the Developer or its affiliate within the City. For purposes of this Agreement, “affiliate” shall mean any person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Developer. If the City draws on the Performance Guarantee, it shall be under no obligation to complete the Improvements. The City may use the proceeds for engineering expenses, consultants’ fees and charges, legal fees and costs, the Improvements, reimbursements, or other reasonable expenses connected with the Improvements. Notwithstanding the rights guaranteed by this paragraph, the City may pursue whatever additional remedies it may have at law or in equity. If the City brings legal action against the Developer or the issuer of the Performance Guarantee, and if the City is substantially successful in such litigation, the Developer shall pay the City’s reasonable costs and attorneys’ fees. The waiver of any one or more breaches of the Agreement shall not constitute a waiver of the remaining terms thereof. Each of the City and the Developer expressly waives any right to recover and shall not seek any consequential, special, indirect or punitive damages.

10. **Recording of Agreement.** This Agreement shall be recorded against and encumber the Property so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof. Upon completion of the Improvements and expiration of all warranty periods described herein, at the written request of a Party, the City shall cause to be recorded in the land records a certificate of completion of the Improvements.
11. **Title and Authority.** North Metro expressly warrants and represents to the City that it is the record owner in fee simple of the Property and is solely responsible for completion of the Improvements. North Metro further represents and warrants that the undersigned individuals have full power and authority to enter into this Agreement.
12. **Transfer or Assignments.** In the event of any sale or transfer of any part of the Property to a party that is not party to this Agreement, except to a bona-fide home buyer, special district or metropolitan district, the seller, or transferor, and the buyer, or transferee, shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or sale, a statement of rights and obligations delineating and allocating between the transferor and the transferee the various rights and obligations of this Agreement has been approved by the City and County Manager, which approval shall not be unreasonably withheld, conditioned or delayed.
13. **Conflicts within the Contract Documents.** In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits, the terms and conditions of this Agreement shall control.
14. **Force Majeure.** No Party shall be deemed in violation of this Agreement if such Party is prevented from performing any of its obligations by reason of, strikes, shortages, boycotts,

embargos, fires, floods, storms, war, explosions, pandemics, acts of God or any other circumstance which is beyond the reasonable control of such Party.

15. **Special Provisions.**

15.1. **Completion of Public and Private Improvements. (Applies to all)**

15.1.1. **Public Improvements.** Prior to Broomfield setting the water meter in place, all public improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

15.2. **Governmental Immunity.** Nothing in this Agreement is intended, and shall not be construed, as a limitation on or waiver of the rights, privileges, immunities, benefits, limitations on damages, and defenses provided to the City or North Metro and their respective directors, officers, employees, and agents under federal and state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

15.3. **Non-Appropriation.** Notwithstanding anything set forth in this Agreement to the contrary, all direct and indirect financial obligations of the City, Jefferson County, and North Metro under this Agreement shall be subject to their respective Board of Directors (“Board”) appropriating funds to meet such financial obligations in an upcoming calendar year. If any Board fails to appropriate the funds, this Agreement shall automatically terminate on December 31 of the year in which the non-appropriation occurred with no liability to the terminating party beyond any remaining funds that were appropriated to meet the terminating party’s financial obligations in the year in which the nonappropriation occurred.

16. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The Parties may change their representative at any time by notice to the other Parties. The Parties each designate an authorized representative as follows:

16.1. The City designates the City Engineer as its authorized representative under this Agreement. Email address is [Planning@broomfield.org](mailto:Planning@broomfield.org).

16.2. North Metro designates Mark Daugherty, Fire Chief as its authorized representative under this Agreement. Email address is [mdaugherty@northmetrofire.org](mailto:mdaugherty@northmetrofire.org).

If any Party is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, legal notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).

Improvement Agreement for  
NORTH METRO FIRE RESCUE – STATION #68

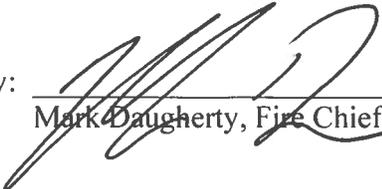
17. **Counterparts.** This Agreement may be executed in a number of identical counterparts and, if so, executed, each such counterpart is deemed an original for all purposes, and all such counterparts shall collectively constitute one Agreement.
18. **Amendment.** This Agreement may be amended from time to time by a written instrument signed by all Parties hereto or signed by only the Developer and the City once the Property has been conveyed to the Developer, and following the appropriate City process for an amendment to similar agreements.
19. **Binding Effect.** This Agreement and all restrictions contained herein shall run with the land and shall extend to and be binding upon all successors, assigns, and heirs of the parties thereto.

*[The remainder of this page is intentionally left blank.]*

Improvement Agreement for  
NORTH METRO FIRE RESCUE – STATION #68

The Parties hereto have caused this Agreement to be executed on the day and year first above-written.

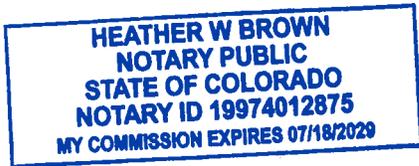
NORTH METRO FIRE RESCUE DISTRICT  
a political subdivision of the State of Colorado

By:   
Mark Daugherty, Fire Chief

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2025, by Mark Daugherty, as Fire Chief of North Metro Fire Rescue District, a political subdivision of the State of Colorado.

WITNESS my hand and official seal.



  
Notary Public

Improvement Agreement for  
NORTH METRO FIRE RESCUE – STATION #68

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City and County Clerk's Office

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney's Office

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1, Verve Innovation Park Filing 4, Adjustment 4, County of Jefferson, State of Colorado.

**EXHIBIT B**  
**SITE PLANS**

Verve Innovation Park Filing 4, Adjustment 4 Plat recorded on July 2, 2025, at Reception No. 2025041225 in County of Jefferson, State of Colorado real property records.

**EXHIBIT C**  
**SCHEDULE OF IMPROVEMENTS**

<b>Public Work Summary Table</b>				
<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>Public Sanitary Sewer</b>				
4' Sanitary Manholes	1	EA	\$1,500.00	\$1,500.00
Connect to Existing 8" Main	1	EA	\$500.00	\$500.00
<b>Public Sanitary Sewer Main Total</b>				<b>\$2,000</b>
<b>Public Water Main</b>				
6" PVC Main	64	LF	\$34.00	\$2,176.00
12" PVC Main	580	LF	\$46.40	\$26,912.00
2" Domestic Meter/Pit	1	EA	\$3,000.00	\$3,000.00
Main Bends/Fixtures	11	LUMP	\$2,500.00	\$2,500.00
6" Valves	2	EA	\$2,000.00	\$4,000.00
12" Valves	3	EA	\$2,500.00	\$7,500.00
Fire Hydrant Assembly	2	EA	\$750.00	\$1,500.00
Connect to Existing 16" Main	2	EA	\$500.00	\$1,000.00
<b>Public Water Main Total</b>				<b>\$46,412</b>
<b>Grand Total Required with Letter of Credit</b>				<b>\$48,412</b>

**EXHIBIT D**  
**[INTENTIONALLY OMITTED]**

**EXHIBIT E**  
**[INTENTIONALLY OMITTED]**



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Lynn Merwin

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM  
**Agenda Category:** Action Items  
**Agenda Item:** 7A.  
**Subject:** Public Hearing - Knudson Airpark 36 Site Development Plan

- Resolution No. 2025-165 A resolution approving the Knudson Subdivision Filing No. 1, Lot 3 (Airpark36) Site Development Plan Amendment

**Goals:** Thriving, Diverse, Safe and Welcoming Community

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## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com)  
[View Presentation](#)

The applicant has submitted a proposal for consideration of a Site Development Plan (SDP) amendment for a new flex industrial development on an approximately 7.91 acre site, located at 10355 W 120th Ave. The application proposes to amend the previously approved UPS Broomfield SDP (2022). The amended proposal includes the construction of a 122,000 square foot flex industrial building, with the primary anticipated uses being light industrial, office and warehousing.

### **Attachments**

[Knudson Flex Building SDP-A Council Memo.pdf](#)

[Resolution 2025-165 Knudson Airpark36 SDP-A.pdf](#)

## Summary

[View Correspondence](#) and [BroomfieldVoicePage](#)  
[View Presentation\(s\)](#)

**Property Owner:** BT-OH LLC  
**Applicant:** Silverpoint Development LLC  
**Address:** 10355 W 120th Avenue

**Location:** Knudson Filing No 1, Lot 3

The applicant has submitted a proposal for consideration of a Site Development Plan (SDP) amendment for a new flex industrial development on an approximately 7.91 acre site, located at 10355 W 120th Ave. The application proposes to amend the previously approved UPS Broomfield SDP (2022). The amended proposal includes the construction of a 122,000 square foot flex industrial building, with the primary anticipated uses being light industrial, office and warehousing.

The applicant is requesting to maintain a prior approved variance as part of this development application. This variance seeks approval for parking/drive area coverage, including the truck court, to be 40% of the total lot area, instead of the maximum permitted 35%. This variance was previously requested and approved within the UPS Broomfield SDP, which was approved in January 2022. Ultimately, the previously approved variance is proposed to be carried over to the new SDP amendment proposal for this development application.

### Application Materials:

- [Site Development Plan Amendment](#)
- [Project Description](#)
- [Color Elevation Renderings](#)

## How to Submit Public Comments on this Proposal

Email directly to [Planning@broomfield.org](mailto:Planning@broomfield.org)

## Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...  
**That Resolution 2025-165 be adopted.**

## Alternatives

Council could vote to remand the case to the Land Use Review Commission, continue the hearing to a date certain, or deny the application.

## Applicable City and County of Broomfield Plans

### Relationship to Comprehensive Plan

The Broomfield Comprehensive Plan land use designation for the project location is “Commercial” and the proposal is consistent with this designation.

## Goals and Policies

Elements of the proposed project could help meet the following Comprehensive Plan goals:

- Goal OP-B: Interconnected Public Open Lands System - Connect public spaces with paths and greenways within and between existing and new areas of the community. The proposed development includes extending an existing regional trail along the north property line of the subject lot.
- Goal LU-F: Industrial Areas - Encourage and support a variety of industrial land use types and intensities in designated areas that are both supported by and compatible with surrounding land uses. The proposed development offers a flexible space that can be utilized by a variety of light industrial uses.

## Economic Outcomes and Financial Plan

The proposed development calls for a 122,000 sq ft mixed commercial building. The anticipated tenants are expected to range from logistics to office, and may include multiple or a single tenant. Current market conditions would suggest multiple tenants with a variety of uses coexisting within the buildings. With the four planned dock/loading locations in the building, the orientation of the space will accommodate craft (smaller scale) manufacturing, company logistics, business and residential services, and design/engineering activities. These activities typically may have a lower level of direct-to-customer activities occurring on site, and thus the primary economic outcomes will result in increased employment and career opportunities, business to business (B2B) activities (purchases, sales and services), and non-retail business activities. The resulting fiscal impact will directly come through increased real and business personal property tax revenues and indirectly through sales tax revenues from employee spending and earnings.

While the specific tenants are not determined at this time, it would be reasonable to estimate an average wage of \$80,000 and with an employment level of 120-200 persons (average employee per square feet ranges from 400-1,000 sq ft for the anticipated building). Thus, the estimated total payroll for the combined firms in this space would be \$10-15.0M annually.

The anticipated fiscal impact from the proposed development is a net positive \$185,000 annually, based on the 2026 *draft* Long Range Financial Plan. It should be noted that the specific amount may vary, as the final users of the proposed development are not determined at this time. Nevertheless, the fiscal impact is expected to remain net positive. The proposed development and uses are consistent with the land use assumptions established for the property in the Long-Range Financial Plan.

## Neighborhood/Subarea Plan

This property is within the boundaries of the U.S. 36 Sub-Area Plan. The U.S. 36 Sub-Area Plan designates this area as “Employment”, and the proposed land use is consistent with the Sub-Area Plan land use map. The U.S. 36 Sub-Area Plan also includes various design standards. This proposed development and the approved Knudson PUD Plan, are generally consistent with the standards within the U.S. 36 Sub-Area Plan.

## Urban Renewal Plan

The subject site is not within an urban renewal area plan boundary.

## Prior Council Action

City Council approved a Site Development Plan for the subject site, [Knudson Filing No. 1, Lot 3 Site Development Plan](#) on January 25, 2022, which was for a similar light industrial development. This project did not move forward to building permit submission and was ultimately never constructed. The subject proposal is to amend this prior approved plan.

## Zoning and Status of the Development

### Zoning

The zoning for this parcel is Planned Unit Development (PUD) and the property is located within the [Knudson Filing No. 1 PUD](#) area. The PUD plan allows for a wide variety of business and industrial uses to occur on the parcel including but not limited to offices, research facilities, manufacturing, medical offices and clinics, laboratories and retail sales. The proposed flex industrial use is consistent with applicable land uses permitted in the PUD.

### Concept Review

An online concept review for the subject development proposal was conducted through the Broomfield Voice, and was completed on May 15, 2025. There were no concerns or issues raised by the general public on the online platform.

## Area Context

The immediate surrounding area is primarily made up of a mix of commercial and industrial uses. The adjacent property to the west is also located within the Knudson PUD Plan area and is developed as a flex industrial facility. The parcel to the east is currently vacant. The Rocky Mountain Metropolitan Airport is located directly south of the subject property. The Interlocken office park is located to the north across Interlocken Loop (State Highway 128). There is no direct access to Interlocken Loop due to significant grade changes between the two properties. A vicinity map of the surrounding area is provided below.

*This area has been left blank intentionally.*



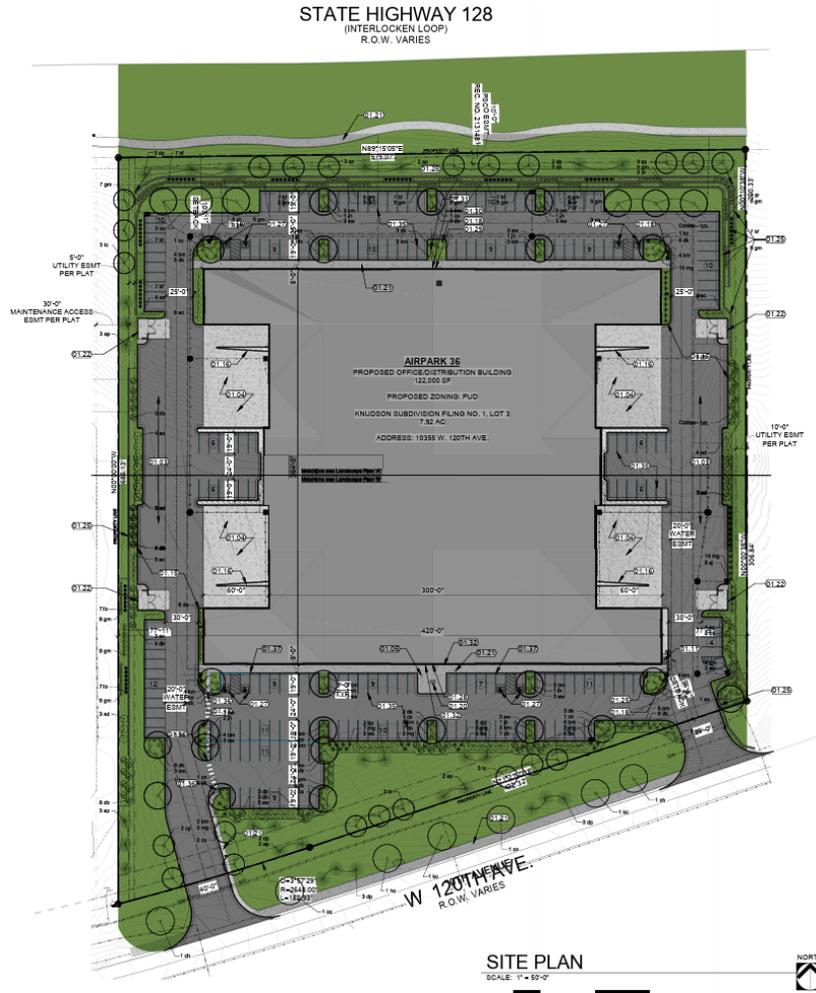
*Project Location Map*

## Current Application - Detailed Description and Staff Review

### Description

The applicant is proposing an SDP amendment to construct a new flex building to be located at 10355 W 120th Ave within the Knudson subdivision and PUD plan area. The building will be 36 feet tall and approximately 122,000 square feet with loading docks on the east and west elevations. Anticipated uses for the building include light industrial, office and warehousing. This is consistent with the PUD plan for the property. Parking will be provided to the north, south, east and west of the building with a total of 223 spaces.

Access to the project site will be along W 120th Ave to the south, and detention will be provided in the northeast corner of the site. Landscaping will be provided throughout the site, consistent with the city landscape code. The northern portion of the site will include retaining walls to help manage the grade change on the property. The existing sidewalk along Interlocken Loop to the north will be extended along the north property boundary, but is not anticipated to provide a direct connection to this parcel due to the elevation change. A colored site plan is provided below.



Color Site Development Plan with Proposed Landscaping

## Site Layout Summary

### Vehicular Access, Circulation, and Parking

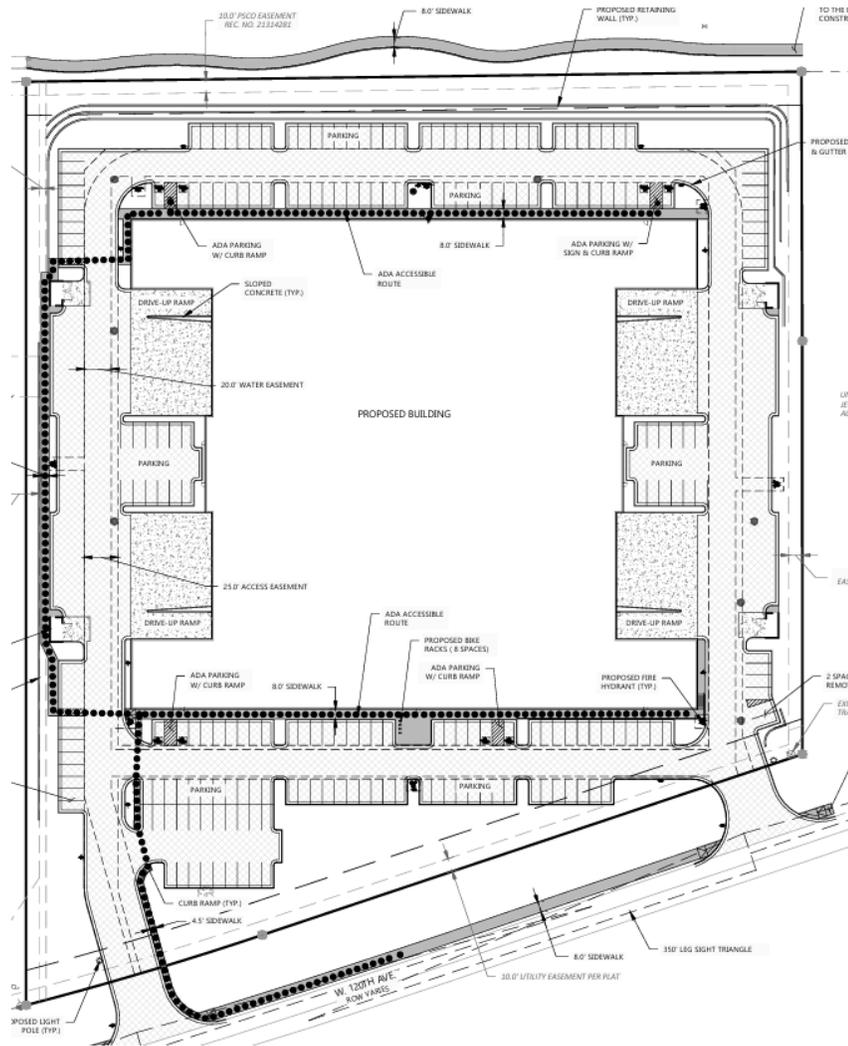
The primary entrance to the site will be from W 120th Ave. to the south. Vehicular access has been reviewed by Traffic Engineering and North Metro Fire Rescue District, and no issues were identified. Pedestrian access is provided by on-site 8-foot-wide pathways connecting with the sidewalks along W 120th Ave. The development proposal also includes extending the existing 8-foot-wide regional trail, located north of the subject site along State Highway 128 (Interlocken Loop).

The applicant is proposing a total of 223 parking spaces to serve the 122,000 sf flex industrial building, which exceeds the minimum required 184 parking spaces for the general office/warehouse use. Staff notes that the subject site is not within a Parking Reduction Area. Per [Broomfield Municipal Code \(BMC\) 17-32-040](#), the maximum allowable parking is set as 125% of the minimum required. Therefore, in this case, the maximum allowable parking would be 230 parking spaces, and therefore the proposed 223 spaces complies with code.

The proposed parking will include eight (8) EV installed spaces, sixteen (16) EV-ready spaces, forty-five (45) EV-capable spaces, and eight (8) ADA parking spaces. The light industrial development will also include eight (8) bicycle parking spaces, located by the front entrance of the proposed building. The proposed EV and bicycle parking comply with code.

### Transit Access and Walkability

The proposal would result in infill development in the area near the Rocky Mountain Metropolitan Airport. There are existing segments of sidewalks along portions of W 120th Ave and Interlocken Loop. As part of their development, the applicant will be required to extend an 8-foot sidewalk along their property frontage along W 120th Ave, and also extend the 8-foot pedestrian path along the northern property line, adjacent to Interlocken Loop.



*Pedestrian and Bike Circulation Plan*

The project area is within the Regional Transportation District’s service area. There are eastbound and westbound bus stops for Route 228 located within 500 feet of the project area along W 120th Ave. The site plan below depicts the planned pedestrian connectivity to, through, and adjacent to the property.

### Architecture, Lighting and Signage

The applicant has provided exterior elevations in the proposed SDP amendment. The proposed building is 36 feet tall, which is below the maximum building height of 55 feet permitted by the PUD. The elevations

feature a neutral color scheme. The primary entrance into the facility is proposed to face south, with an additional egress on the north side of the building, connecting to the sidewalk that borders the building and circulates the site. The applicant has provided example renderings of the proposed building, which have been included below.



*Color Building Rendering of southwest-Elevation*

Site lighting will include shields on light poles, and all fixtures are proposed to be full cut-off and directed down in full cut-off position. The lighting plan shows light levels at the property line are generally at 0 footcandles.

Any signage shown on the submitted elevations for the proposed buildings are provided for conceptual purposes. All signage, including any freestanding signs, will be reviewed for conformance with the Broomfield Sign Code (Chapter 17-44) at the permit application stage.

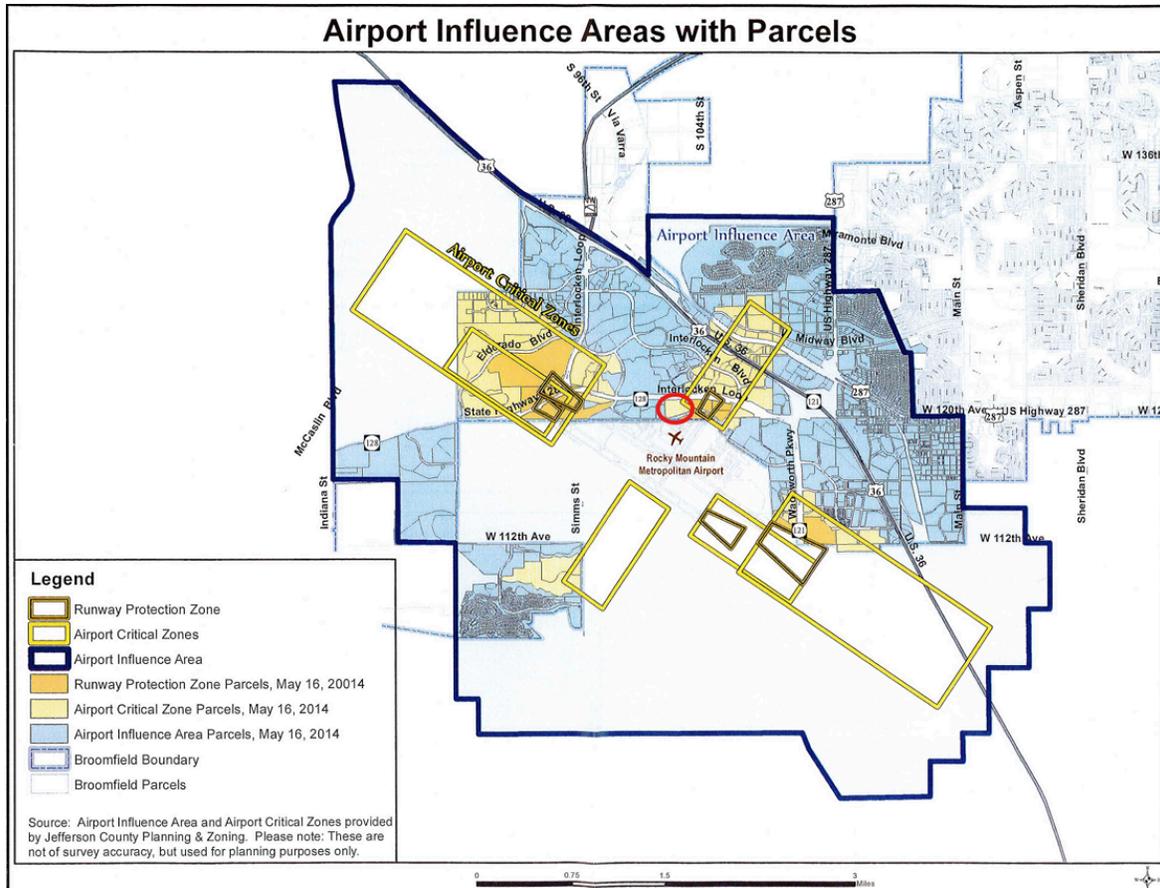
### **Landscaping and Amenities**

The proposal includes landscaping that follows Broomfield's new low-water Landscape Code. The proposed landscape plan includes 135 new trees, which include 56 shade trees and a variety of shrubs to fill out the remainder of the site. The site plan also includes sidewalks along W 120th Ave and Interlocken Loop with shrubs and ornamental trees located between the parking lot curb and adjacent walkways. Private open areas, which include landscaping and walkways, comprise 25% of the site, which complies with the minimum 25% required for commercial areas.

### **Airport Influence Area**

The proposed development is adjacent to the Rocky Mountain Metropolitan Airport. Certain areas around airports have the potential to be more impacted by, and have more impact on, airport activities. These areas are called the Airport Critical Zones, which include the Runway Protection Zones and Approach Zones. Per the Airport Influence Area and Airport Critical Zones Map, provided by Jefferson County Planning & Zoning, the subject parcel falls within the Airport Critical Zone Parcels. See the referenced map below, with the subject site circled in red.

The Jefferson County Environs Land Use Plan 2010 established a primary objective to consider land use options to minimize the impacts of, and to, the Airport Critical Zones. The Land Use Plan indicates that certain uses should not be located in the Airport Critical Zones including schools, churches, shopping centers, or stadiums. Federal Aviation Regulations prohibit schools, day care centers and residences in the Runway Protection Zones. The airport has reviewed the proposed facility and did not object to the facility height, nor did they identify any other issues with the proposal.



*Airport Influence Area and Airport Critical Zones Map*

## Sustainability

The subject proposal will provide low-water landscaping and electric vehicle parking as required by the Broomfield Municipal Code and described above. The applicant has not indicated any additional voluntary sustainability measures with this proposed development. Generally, voluntary sustainability measures will be at the discretion of future tenants of the development.

## Variances

The applicant is requesting to maintain a prior approved variance as part of this development application. This variance seeks approval for a drive/parking area, including the truck court, which totals 40% of the site, as opposed to the 35% maximum limit established by the PUD Plan. This variance was previously requested and approved, within the UPS Broomfield SDP, in January 2022. Ultimately, this variance is proposed to be carried over to the new SDP Amendment. The proposed site layout includes 25% allocated to open area such as landscaping and walkways, which is consistent with the PUD Plan.

## Oil and Gas Facilities

The property is not within 2,000 feet of any plugged or abandoned oil and gas wells.

## Improvement Agreement

The subject proposal includes a three-party improvement agreement (IA) between the developer and the City and County of Broomfield (City). This agreement includes an itemized list of public improvements and associated cost estimates (Exhibit C) for the development. This agreement is subject to approval by the City Manager following City Council's action on the development proposal. The special provisions of the agreement are summarized below.

## 15.0 Special Provisions.

### 15.1. Completion of Public and Private Improvements.

15.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all Public Improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

15.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in **Exhibit C** and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping and private lift station, unless other arrangements acceptable to the City have been made for the completion of the private improvements.

## Neighborhood Outreach and Communication

The City and County of Broomfield standard public notice requirements have been met for this case. These requirements include:

- Mail notices were sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- A public notice sign was posted on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Publication in the newspaper (Broomfield Enterprise) more than five days before the hearing.

The developer held a required neighborhood meeting for the subject proposal on March 12, 2025. There were no comments submitted, or members of the public present, at the neighborhood meeting. Public notice requirements for this neighborhood meeting are as follows:

- A sign posted on the property ten days in advance to advertise the conceptual review
- Mail notice to property owners within 1000 feet of the parcel boundaries

## Land Use Review Commission Recommendation

On October 27, 2025 the Land Use Review Commission held a public hearing concerning the proposal. The commission voted unanimously (6-0) to recommend approval to the City Council with no conditions.

## Staff Review of Key Issues

Staff has not identified any key issues with the subject proposal.

## Applicable Standards for Consideration

A public hearing is required. At the conclusion of the public hearing, the City Council reviews and makes a decision on the application based on the following standards of the Broomfield Municipal Code:

### Site Development Plans and Site Development Plan Amendments

#### **17-38-220 - Review standards.**

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed site development plan meets the following standards:

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for open area at a rate of not less than 30% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should include any common areas serving the site, and adequate provisions should be made for the ownership and maintenance of such areas.
- (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (K) The proposal should be consistent with the approved PUD plan.
- (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

# RESOLUTION NO. 2025-165

A Resolution Approving the Knudson Subdivision Filing No. 1, Lot 3 (Airpark36)  
Site Development Plan Amendment

## Recitals

Whereas, the owner, BT-OH LLC and applicant, Silverpoint Development, submitted an application for a Site Development Plan Amendment for a flex building.

Whereas, a public hearing was heard by the Land Use Review Commission on October 27, 2025, at which time the Land Use Review Commission by formal resolution recommended approval of the site development plan amendment.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on December 9, 2025.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1. Findings

Giving consideration to the Broomfield Municipal Code, recommendations from the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments of all interested parties, the City Council finds as follows:

- A. The proper posting, publication and public notice were provided as required by law for the hearings before the Land Use Review Commission and the City Council, and the Community Development case file is hereby incorporated into the record.
- B. That the hearing before the City Council was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.

SDP Findings:

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.

- G. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.
- H. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- I. The land uses within the proposal are compatible with one another and with nearby properties.
- J. The proposal provides for open area at a rate of not less than 25% as established in the approved planned unit development plan, as amended.
- K. The proposal is in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- L. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- M. The proposal is consistent with the approved PUD plan.

**Section 2. Action**

On the basis of the above and pursuant to the provisions of Chapter 17-38 of the Broomfield Municipal Code, the Knudson Subdivision Filing No. 1, Lot 3 (Airpark36) Site Development Plan Amendment is hereby approved.

This resolution is effective on the date of approval by the City Council.

Approved on December 9, 2025.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

*NCR*

\_\_\_\_\_  
City and County Attorney



**B. Resolution - Utility Pipe Rehabilitation**

Meeting	Agenda Group
Tuesday, December 9, 2025, 6:00 PM	Action Items Item: 7B.
Presented By	
Ken Rutt	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-127 is regarding approving purchasing authority for services over \$200,000 under a Construction Agreement with Insituform Technologies, LLC d/b/a/ C&L Water Solutions for Utility Pipe Infrastructure Rehabilitation for 2026.

### **Attachments**

[Memo for Utility Pipe Rehabilitation \(1\).pdf](#)

[Resolution No. 2025-127.pdf](#)

[2026 Cooperative Agreement for C&L Water Solutions Inc. Vendor Signed \(1\)\\_Redacted.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

### Strategic Utility Pipe Rehabilitation Program: Protecting Broomfield's Essential Infrastructure

The City and County of Broomfield's sanitary sewer and stormwater collection systems represent critical, yet often unseen, underground infrastructure networks. These infrastructure networks are essential for public health and environmental protection. The scale of this infrastructure is significant:

- Sanitary Sewer System: Comprising 326 miles of main pipe and 8,408 manholes.
- Stormwater System: Includes 174 miles of main pipe, 2,732 manholes, 3,553 inlets, 15 miles of surface drainage, and 511 detention basins/ponds.

This section emphasizes the vital role and extensive reach of the utility infrastructure being addressed by the rehabilitation program.

During the 1960's through the 1980's a majority of sewer and stormwater piping installed was clay and concrete pipe. These sewer and stormwater lines are approaching or have passed the end of their typical 50 year lifespan. Common failures for this type of pipe include internal and external corrosion, which lead to breaks and leaks and potential contaminant leaching that affects water quality. Factors like soil corrosivity increase the deterioration rate, leading to reduced wall thickness and increased break rates. This degradation increases the risk of structural failure, which poses a direct threat to service reliability and the City's ability to maintain environmental compliance.

#### Strategic and Cost-Effective Trenchless Rehabilitation

To counter the escalating risks and costs associated with reactive maintenance, Broomfield has implemented a highly effective asset management utility pipe rehabilitation program. This program is centered on identifying defective infrastructure before it fails.

The primary diagnostic tool for this initiative is the Closed-Circuit Television (CCTV) inspection program. Specialized cameras are navigated through the pipes to identify defects such as cracks, joint failures, blockages, and pipe ovality. This systematic inspection allows the City to prioritize repairs based on the pipe's condition and risk profile.

The economic rationale for this proactive, planned approach, particularly through the use of trenchless rehabilitation technologies (such as Cured-In-Place Pipe or CIPP lining):

- Cost-Savings: The average cost for trenchless rehabilitation is approximately \$180 per linear foot.
- Emergency Cost-Avoidance: This is a substantial saving compared to the estimated cost of an emergency dig-and-replace operation, which can average over \$800 per linear foot. Emergency operations are significantly more expensive due to unforeseen conditions, expedited labor rates, pavement replacement, and traffic control requirements.

#### Project Scope

The 2026 Sewer and Stormwater Rehabilitation Project will rehabilitate approximately 26,994 linear feet of aging infrastructure across four areas using UV-cured-in-place-pipe (UV CIPP) liner technology in the amount of \$5,522,114.

The sewer projects identified for the 2026 program include (\$4,304,114):

- The Broomfield Industrial Park Area includes 17,909 feet of sanitary sewer mains ranging from 8-inch to 20-inch diameter clay and concrete pipes.
- The Broomfield Garden Center area includes 3,023 feet of 8-inch diameter clay and concrete sanitary sewer pipes.

The stormwater projects identified for the 2026 program include (\$1,217,970):

- Broomfield Heights 2 includes 4,032 feet of stormwater pipes ranging from 18-inch to 48-inch diameter corrugated metal and concrete pipes.
- Broomfield Heights 1 includes 2,030 feet of stormwater pipes ranging from 12-inch to 24-inch diameter corrugated metal and concrete pipes.

The map below represents this year's Sewer and Stormwater rehabilitation sites:



All utility pipes will undergo a complete rehabilitation using UV Cured-in-Place Pipe (CIPP) liner installation along their full length. This process effectively creates new, corrosion-resistant pipes within the existing infrastructure, eliminating the need for excavation.

The UV CIPP Liner Installation procedure involves the following steps:

1. Preparation: This includes setting up bypass pumping, thoroughly cleaning the existing pipe, and conducting a pre-installation Closed-Circuit Television (CCTV) inspection.
2. Liner Material: A UV-cured, resin-impregnated CIPP liner, specifically sized for the diameter of the Sewer or Stormwater collection pipes, will be utilized.
3. Installation: The UV CIPP liner is inserted into the pipe using an inflatable bladder. The liner is pulled through the pipe from end to end and then inflated with air.
4. Curing: UV light is used to cure the resin-impregnated liner. This process bonds the liner to the pipe's inner surface, forming a strong, durable, and impermeable new liner.
5. Final Steps and Quality Control: Lateral connections are reopened using a robotic cutter, followed by a final CCTV inspection for quality assurance.

## **Benefits of the Proactive Program:**

Broomfield's dedication to this proactive strategy yields numerous benefits for the community and the environment:

- **Safeguards Long-Term System Functionality:** By renewing the structural integrity of the pipes, the program extends the useful life of the entire collection system for approximately 50 years.
- **Prevents SSOs and Flooding:** Rehabilitated pipes maintain flow capacity, eliminating common causes of blockages and collapses that lead to unsanitary overflows and property damage from flooding.
- **Reduces Service Interruptions:** Planned trenchless work minimizes the time residents are without sewer service, unlike emergency repairs, which often require extensive, multi-day excavations.
- **Ensures Regulatory Compliance:** Maintaining a functioning, leak-free system is essential for adhering to state and federal environmental protection standards.
- **Minimizes Community Disruption:** Trenchless technologies dramatically reduce the need for extensive excavation, leading to less noise, fewer lane closures, and preservation of existing landscaping and infrastructure (e.g., sidewalks, driveways, and street pavement).
- **Saves Significant Public Costs:** The cost-benefit analysis overwhelmingly favors planned rehabilitation, translating into a prudent use of taxpayer dollars and freeing up resources for other critical municipal services.

## **Public Notice**

- **Postcard Notification** - Residents will be notified of the upcoming construction two weeks before construction starts, with postcard notifications to residents within 1000 ft of the project area.
- **Variable Message Boards** - Variable message boards (VMB) will be placed in the vicinity of the project at least 1 week before the start of the project.

All traffic control plans will be approved by Broomfield's Traffic Engineer. Due to the location of the existing stormwater lines within the street sections, detours, flagging, and minor street closures may be required.

## **Proposal-Competitive Solicitation Process**

[Chapter 3-20 of the Broomfield Municipal Code](#) allows for the purchase of items through cooperative procurement with other organizations. C&L Water Solutions was originally selected through a competitive solicitation conducted by the City of Westminster, an award that allows other local governments to utilize the contract through a cooperative purchasing effort. Broomfield has successfully used this agreement with C&L Water Solutions for the past four years and has entered into a new agreement for additional terms under the authority of the City and County Manager. The current sewer pipeline rehabilitation agreement with C&L Water Solutions was approved on May 25, 2021, and expires on December 31, 2025. The current stormwater pipeline rehabilitation agreement with C&L Water Solutions was approved on April 22, 2025, and expires on December 31, 2025.

Under this Cooperative Agreement, Broomfield shall have the ability to leverage the City of Westminster's agreement and pricing through the full term of C&L's agreement with the City of Westminster. The process to obtain services will be similar to that used under Broomfield's master services agreements, where services are approved by purchase orders as they are needed.

Staff expects that the aggregate amount of services from C&L Water Solutions will exceed \$200,000 in a year, and staff desires that City Council delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation. Proposed Resolution No. 2025-127 contains this delegation.

C&L Water Solutions has provided excellent service and consistently remained within budget over the last four years. The Cooperative Agreement with the delegation of authority will allow the City and County of Broomfield to continue using C&L Water Solutions under the attached terms and conditions and subject to budget limits.

If the delegation of authority to the City and County Manager is approved, construction will begin in early 2026, depending on contractor availability. Construction is expected to be completed by fall 2026. Once the resolution is approved, the contractor will begin procurement of materials, and an exact start date will be determined. Projects in the following years of the agreement are expected to begin within the same general time frame each year, subject to contractor availability and material procurement timelines.

**Proposed Resolution:**

- Proposed Resolution No. 2025-127 delegating authority to the City and County Manager to approve purchase orders with Insituform Technologies, LLC d/b/a/ C&L Water Solutions for Utility Pipe Infrastructure Rehabilitation for the next three budget years, subject to annual budget appropriations and so long as the cooperative agreement with the City of Westminster remains in effect.

**Financial Considerations**

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Fund 1 (45-70020-55200 0AZ0004) Sewer Line Replacement and Rehabilitation - City Wide	\$4,304,144
Fund 2 (49-70810-55200 0AZ0084) Stormwater Rehabilitation - City Wide	\$1,217,970
Total	\$5,522,114
Sources and Uses of Funds	Amount
Fund 1 (45-70020-55200 0AZ0004) Sewer Line Replacement and Rehabilitation - City Wide	-\$3,873,730
Construction Contingency (10%)	-\$430,414
Fund 2 (49-70810-55200 0AZ0084) Stormwater Rehabilitation - City Wide	-\$1,096,173
Construction Contingency (10%)	-\$121,797
<b>Projected Balance</b>	<b>\$0</b>

**Prior Council or Other Entity Actions**

[Proposed Resolution No. 2021-90 Authorizing and Approving an Agreement with C & L Water Solutions, Inc. for the 2021 Sewer Mainline Rehabilitation Pipe Lining Project](#) - May 25, 2021

[Proposed Resolution Construction Agreement for Utility Infrastructure Rehabilitation](#) - April 22, 2025

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the project and approve the delegation of purchasing authority for sewer and stormwater rehabilitation, the appropriate motion is...

**That Resolution 2025-127 be adopted.**

## Alternatives

Do not approve the spending authority. Any expenditures over \$200,000 would each need to come to Council for separate approval, which would delay the high-priority rehabilitation needed on the sewer and stormwater mainlines and leave the system susceptible to failure because of age and structural defects, leading to sanitary sewer overflows, service interruptions, and the closure of roadways due to failures.

# RESOLUTION NO. 2025-127

A Resolution Delegating Authority to the City and County Manager to approve Purchase Orders with Insituform Technologies, LLC d/b/a/ C&L Water Solutions for Utility Pipe Infrastructure Rehabilitation Services

## Recitals.

Whereas, the City of Westminster completed a competitive solicitation for utility infrastructure repairs and selected Insituform Technologies, LLC d/b/a/ C&L Water Solutions to provide such services and permitted other local governments to utilize the terms through a cooperative purchasing effort; and

Whereas, the Procurement Division and the Water Department desire to use the terms of the cooperative contract approved by the City of Westminster for services within Broomfield; and

Whereas, Broomfield has entered into a contract incorporating the terms of the cooperative purchasing arrangement into the agreement and intends to follow a process similar to Broomfield's master services agreements, where, as services are needed, they are approved by purchase orders; and

Whereas, the aggregate amount of services will exceed \$200,000 in any given year and staff desires that City Council delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The City and County Manager or a designee is authorized to approve purchase orders and change orders under the agreement up to the amount indicated in the annual budget appropriation. For 2026, the budget currently contemplates \$4,304,114, funded out of the sewer fund, and \$1,217,970 funded out of the stormwater fund for rehabilitation services.

## Section 2.

The City and County Manager or designee is authorized to amend and issue purchase orders up to the amount indicated in the annual budget appropriation for each type of service in each of the next three budget years, so long as the cooperative agreement with the City of Westminster remains in effect during that time.

## Section 3.

This resolution is effective upon its approval by the City Council.

Approved on December 9, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND INSITUFORM TECHNOLOGIES, LLC DBA C&L WATER SOLUTIONS, INC. FOR UTILITY  
INFRASTRUCTURE REPAIRS AND REHABILITATION

1. **PARTIES.** The parties to this Agreement for Utility Infrastructure Repairs And Rehabilitation (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Insituform Technologies, LLC DBA C&L Water Solutions, Inc. (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
  - 2.1. The City seeks to purchase utility infrastructure repairs and rehabilitation.
  - 2.2. The City of Westminster completed a competitive solicitation for utility infrastructure repairs and selected the Contractor to provide such services which other local governments can utilize through a cooperative purchasing effort as documented in the contract attached hereto as Exhibit A (the “Cooperative Contract”).
  - 2.3. The City desires to utilize the terms of the Cooperative Contract with the agency indicated above, and the Parties therefore desire to enter into an Agreement for completion of the services further described herein.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. **Term.** The Term of this Agreement shall commence on the execution date of this Cooperative Contract and extend and continue until the Cooperative Contract expires or terminates. To the extent the Cooperative Contract terminates earlier, this Agreement shall terminate as well except as otherwise terminated by the City pursuant to Section 31 below.
  - 3.2. **Scope.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Cooperative Contract attached hereto as Exhibit A and incorporated by this reference and the projects as more particularly specified by the City described herein or in a purchase order (the “Work”). The Contractor shall perform the Work in a first-class, workmanlike manner to the satisfaction of the City and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the contract documents shall be allowed for any

misunderstanding of the Work or of the terms and provisions contained in the contract documents.

- 3.3. **Price.** The City shall pay the Contractor for goods and services set forth in the Cooperative Contract in accordance with the amount or amounts shown in **Exhibit B.** and in accordance with any amendments and renewals of the Cooperative Contract. The Contractor shall provide the City upon request with the current pricing or renewal amendment as requested by the City from time to time to verify the current pricing.
  - 3.3.1. ***Purchase Orders.*** Once the City has identified a project for which it desires to obtain the Contractor's services, it shall issue a request for services to the Contractor to provide the service. The Contractor will submit a proposal based on that request in accordance with the pre-established rates set forth in this Agreement and consistent with the pricing established pursuant to the Cooperative Contract, and if accepted by the City, the City will issue a written purchase order ("Purchase Order") for those services including a mutually acceptable scope of work developed by the Parties based on the services described in **Exhibit A.** A written Purchase Order shall, at a minimum, contain a description of the project/Work, any applicable construction plans for the project, the Purchase Order price, the period of performance for the Work, liquidated damages amount and the insurance requirements if different from the requirements specified herein.
  - 3.3.2. ***City Council Approvals.*** The Parties acknowledge and agree that any single purchase order in excess of \$200,000, or any cumulative combination of individual purchase orders exceeding \$200,000 in one fiscal year, must be approved by City Council in accordance with City Council's policies and procedures as such policies and procedures may be updated from time-to-time.
- 3.4. **Access and Inspection.** The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the

Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.

- 3.5. Work By Owner and Coordination. The City reserves the right to perform work related to this Agreement and any Purchase Orders with its own forces, and to award separate contracts in connection with other portions of work on the site that are outside the scope of this Agreement. The City will provide for the coordination of the work of its own forces and of each separate contractor, as applicable, with the Work of the Contractor, who shall cooperate with the City in coordinating all of the work. The Contractor shall indemnify, defend and hold harmless the City from claims by other contractors that the Contractor interfered with work performed by other contractors or caused damage to property or work of other contractors.
- 3.6. Coordination with an Engineer. The City may have a separate contract with an engineer to design the projects described in a Purchase Order and to provide contract administration services necessary to ensure that the Work conforms to the Contract Documents prepared by the engineer. Both the Contractor and the applicable engineer shall be given direction by the City, or the City's designated and authorized representative(s) as more particularly described below. The relationship between the Contractor and the engineer is intended to be cooperative and proactive, with both participating on the same team with the City. The Contractor covenants with the City to utilize the Contractor's best skills, efforts, and judgment and to fully cooperate with the applicable engineer in furthering the interest of the City regarding any Purchase Order. Further, the Contractor covenants to furnish comprehensive and efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in the best, most expeditious and most economical manner consistent with the interests of the City. The Contract Documents shall not be deemed to create any contractual relationship between the engineer and the Contractor or any separate contractors, subcontractors of any tier or suppliers on any Purchase Order; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the City, the project engineer or Contractor which does not otherwise exist without regard to the Contract Documents.
- 3.7. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the

Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

- 3.8. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
- 3.9. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Purchase Order Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.
- 3.10. Secure Areas. For Work performed in secured areas as determined by the City, the Contractor shall work with the City to develop a procedure to sign all workers in and out, and inventory all tools and equipment used in the Work. No later than two weeks prior to the start of the Work all workers will be required to provide the City with information required to perform security background checks. The City will approve all workers after a review of the security background checks and criminal histories and will have the right to reject any worker based on the worker's criminal history. Any changes in personnel during the project shall be subject to the security background check review and approval requirements contained herein prior to accessing the facility. Continuous surveillance of the Work may be provided by the City.
- 3.11. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders

and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

- 3.12. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.
- 3.12.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:
- 3.12.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
  - 3.12.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.
- 3.12.2. Contractor acknowledges that no request for a change order or modification in the Purchase Order Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.
- 3.13. Period of Performance. The Contractor shall begin the Work on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Work on such project and fulfill all its obligations within the number of days set forth in each Purchase Order. The notice to proceed shall also set forth the Start Date and the Completion Date. All time limits are of the essence in this Agreement. The Contractor acknowledges that a notice to proceed with a Purchase Order will not be issued until the City has received acceptable certificates of insurance and bonds, if applicable.
- 3.14. Project Schedule. If applicable, the Contractor shall submit, prior to commencement of the Work, a completion schedule in accordance with any project special provisions from the Purchase Order and shall update the schedule for approval by the City Representative as specified in the Purchase

Order. No time extensions will be granted for delays in the schedule approval. Failure by the Contractor to comply with the project schedule, other than for approved time extensions by the City, shall constitute a material breach of this Agreement. The initial progress payment shall not be made to the Contractor until the City Representative approves the completion schedule, if applicable. No subsequent payments shall be made until the City Representative approves a schedule update for each payment.

- 3.15. Payment. The City shall pay the Contractor for performance of the Work the amount set forth in each Purchase Order issued for each specific project (the “Purchase Order Price”) based upon the unit prices set forth in the Cooperative Agreement and as mutually agreed upon and set forth in the Purchase Order. The Contractor will timely issue invoices for products and/or services delivered or rendered pursuant to this Agreement. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. Invoices shall be paid within thirty (30) days of approval by the City representative. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. The City will notify the Contractor of any dispute with respect to an invoice in writing. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.
  - 3.15.1. Projects Without Retainage. For all Purchase Orders with a Purchase Order Price less than \$150,000, the Contractor shall submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed as more particularly described below under Invoices. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.
  - 3.15.2. Project With Retainage. For all Purchase Orders with a Purchase Order Price in excess of \$150,000, the City shall pay the Contractor according to the following schedule:
    - 3.15.2.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Purchase Order Price based on the calculated value

of the Work completed (the “Partial Payments”) and shall retain five percent (5%) of the amount due to the Contractor (the “Retained Amount”) until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.

3.15.2.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.

3.15.3. Change Orders. The Contractor will do nothing to cause the Purchase Order Price to increase without prior execution of a change order by the City. The City will issue no change order requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement. Except as provided below and as provided in C.R.S. 24-91-103.6, the City shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the City requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement. For emergency services, the Contractor shall use commercially reasonable efforts to notify the City if the scope of the Work is greater than what was originally anticipated and obtain authorization to proceed.

3.15.4. Performance and Payment Bonds. In accordance with C.R.S. §38-26-105, if the Purchase Order Price exceeds \$50,000, prior to commencing Work under the Purchase Order, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Purchase Order Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of

the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Construction Acceptance into Warranty, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.

- 3.15.5. Colorado Labor. If the Purchase Order Price exceeds \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the several classifications of skilled and common labor to perform the work under this Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.
- 3.15.6. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion") for acceptance to warranty. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.
- 3.15.7. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Construction Acceptance into Warranty"). For Purchase Orders with a Purchase Order Price in excess of \$150,000, the payment shall not be made until the City Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The City shall condition publication and final settlement upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and final settlement shall be made in full.

4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

4.1. The City designates Water Utilities Manager as the authorized representative of the City under this Agreement. Email address is [thill@broomfield.org](mailto:thill@broomfield.org).

4.2. The Contractor designates Whitney Schulte as the authorized representative of the Contractor under this Agreement. Email address is WSchulte@Azuria.com.

If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).

5. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

5.1. Remedy. If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this Section.

5.2. Time Extensions. Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.

5.3. Definitions. The following words shall have the meaning set forth below:

5.3.1. "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.

5.3.2. "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the City or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.

- 5.3.3. "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City's Representative.
- 5.3.4. "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.
- 5.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.
- 5.5. Price Adjustment. An adjustment in the Purchase Order Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Purchase Order Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Purchase Order Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 5.6. Mitigation. An adjustment in a Purchase Order Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 5.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay

costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

6. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
7. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services pursuant to this Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the City hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the City, or its agents and employees. This indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102(8), as amended from time to time. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.
8. **WARRANTY.**
  - 8.1. **Warranty Period.** The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of 2 years, commencing on the date of Construction Acceptance into Warranty of the Work by the City Representative (the

“Warranty Period”). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 8.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the Contractor shall submit a written request for Final Acceptance/Release from Warranty in accordance with Section 200 of the City and County of Broomfield Standards and Specifications. The City shall make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”) in accordance with the City and County of Broomfield’s Standards and Specifications. The Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period in accordance with the City and County of Broomfield’s Standards and Specifications, which indicates all deficiencies shall be corrected within 30 calendar days of receipt of the punch list. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty. The City Engineer shall approve or deny all requests for extensions based on the Contractor’s justification.
9. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit B. Current proof of such insurance is attached at Exhibit B, incorporated by this reference. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and

Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

10. DEFAULT. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform.
11. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.
12. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
13. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. For the express purpose of complying with the City's financial obligations hereunder, the City will appropriate funds equal to or in excess of the Purchase Order Price. The City will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Agreement to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the City Representative. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by

the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.

14. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
15. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.
16. 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 the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
17. SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
18. 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.
19. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
20. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
21. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than

three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.

22. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
23. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
24. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
25. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and 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.
26. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
27. 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 such Party.
28. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
29. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

30. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. 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.
31. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
32. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
33. TERMINATION. The City reserves the right to terminate this Agreement, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
34. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
35. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law on or before July 1, 2024,

the Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

36. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

*[The remainder of this page is intentionally left blank.]*

This Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 2025.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

~~City and County Manager~~ Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

*Kourtney Hartmann*  
Kourtney Hartmann (Sep 26, 2025 12:55:11 MDT)

City and County Attorney's Office

Insituform Technologies, LLC  
DBA C&L Water Solutions, INC.

By: *Whitney Schulte*  
Name: Whitney Schulte  
Address: 580 Goddard Avenue, Chesterfield, MO 63005

EXHIBIT A  
COOPERATIVE CONTRACT

City Project No. PWU-24-445-C&L

**CONSTRUCTION CONTRACT (CITY PROJECT MANAGER)  
FOR THE FOLLOWING PROJECT:  
On-Call Utility Infrastructure Repairs**

This Construction Contract, effective July 01, 2024, by and between **Insituform Technologies, LLC** (hereinafter, “Contractor”), a limited liability company organized pursuant to the laws of the State of Delaware and located at P.O. Box 674060 Dallas, TX 75267-4060 and the **CITY OF WESTMINSTER** (hereinafter, “City” or “Owner”), a home-rule municipal corporation organized pursuant to the laws of the State of Colorado, located at 4800 West 92nd Avenue, Westminster, Colorado, 80031, provides that the Contractor and City, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**PART 1 – WORK; TIME**

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within ten (10) days after receipt of the Notice to Proceed and agrees that the Work will be completed within twelve (12) months of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such approval does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor.

1.04 The term of this Construction Contract shall be commenced upon receipt of the Notice to Proceed. The initial term shall begin on the date of commencement of the project and shall expire on June 30, 2025. Subject to annual appropriation by the City, and subject to the provisions of section 2.05, below, this Construction Contract may renew for four (4) additional 12 month terms unless the City gives written notice of its intent not to renew this agreement no less than sixty (60) days prior to its expiration.

**This Agreement is expressly contingent upon the appropriation of funds by the City of Westminister's City Council for each year of the Agreement. In the event the Westminister City Council does not appropriate the funds after the first 12 months of the Agreement it will be treated as if the City had given its notice to terminate the Agreement in compliance with Article VI. As a result, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.**

**PART 2 - CONTRACT PRICE AND PAYMENT**

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Proposal, not to exceed five hundred thousand dollars (\$500,000.00) annually.

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the

City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Contract Sum for renewal periods following the initial term shall be negotiated and agreed to in writing by both parties, and any adjustment shall not exceed the annual percent change of the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers and All Items not seasonally adjusted (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual CPI-U reference period shall be January to January. The adjustment of the Contract Sum for renewal periods shall not be retroactive, and shall apply only to services provided after agreement on such adjustment.

### PART 3 - CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized himself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

### PART 4 - CONTRACT DOCUMENTS

4.01 In the event of inconsistencies among two or more Contract Documents, precedence will be given in the same order as enumerated, or if two documents share the same numerical value, to the more specific of the documents. The following enumerated documents comprise the Construction Documents, which

comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

1. Change Orders;
2. Construction Contract;
3. The following Addenda, if any;
4. Special Conditions (Exhibit B)
5. City of Westminster Construction Contract General Conditions (Exhibit A);
6. Notice to Proceed;
7. Notice of Award;
8. Invitation for Bid;
9. Bid Bond, if any;
10. Submitted Proposal (Appendix C);
11. 2024 Rate Sheet (Appendix D);
12. Information and Instructions to Bidders;
13. Original Request For Proposal (Appendix E);
14. Performance Bond and Payment Bond;
15. Insurance Certificates; and
16. Work Schedule (if applicable).

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

#### PART 5 – PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Andrew Hawthorn, PE  
Address: 6575 W. 88<sup>th</sup> Ave Westminster, CO 80031  
Telephone: 303-658-2428

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

#### PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This

restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

## PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster.

7.02 This Construction Contract shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the Owner's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

## PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor state in each task order as outlined below a minimum of five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor.

It is the City's intent that liquidated damages may be established based on the project. By submitting a bid response, the contractor has acknowledged that the City reserves the right to establish liquidated damages criteria on task order requests. If the Vendor shall fail to pay such liquidated damages promptly upon demand therefore, the Surety on the Performance Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Vendor. The City and the Vendor recognize that time is of the essence in this Construction Contract and that the City may suffer financial loss if the Work is not substantially completed within the time specified on the Task Order(s), plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Vendor agree that as liquidated damages for delay (but not as a penalty) the Vendor shall pay the City an amount identified on a Task Order for each day that expires after the time specified in the Task Order until the Work is complete. By signing the Task Order, Vendor agrees that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Vendor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Vendor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - AUTHORITY

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

PART 11 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of Westminster's City Council of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Construction Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO Public Works and Utilities DEPARTMENT, ATTENTION: Andrew Hawthorn, PE.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

Insituform Technologies, LLC

CITY OF WESTMINSTER

By: Whittney Schulte

By: Mark A. Freitag

Printed Name: Whittney Schulte

Printed Name: Mark A. Freitag

Title: Contracting & Attesting Officer

Title: City Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

ATTEST:

[Signature]  
City Clerk

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

by \_\_\_\_\_ the  
(name)  
\_\_\_\_\_ of  
(title)  
\_\_\_\_\_



Witness my hand and official Seal

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

APPROVED AS TO LEGAL FORM

By: [Signature]  
City Attorney

I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.

Mark A. Freitag  
City Manager

Account No. Multiple

Address for giving notice:

P.O. Box 674060  
Dallas, TX 75267-4060

Address for giving notice:

4800 West 92nd Avenue  
Westminster, Colorado 80031

City Project No. PWU-24-445-C&L

**GENERAL CONDITIONS TO THE CONSTRUCTION  
CONTRACT (CITY PROJECT MANAGER)**

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## ARTICLE 1

### GENERAL PROVISIONS

**1.0 This Construction Contract is expressly contingent upon the approval of the City of Westminster's City Council of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by City Council neither Party shall be bound to the terms of this Construction Contract.**

#### 1.1 DEFINITIONS

1.1.1 "Application for Payment" means the Contractor's request for payment submitted to the Project Manager according to the process set forth in paragraphs 9.3.1- 9.3.4.

1.1.2 "Bidding Documents" means the Bid Packet including its Bid Notice, Invitation to Bid, Instructions to Bidders, Bid Form, Non-Collusion Affidavit of Prime Bidder, Bidder's Certification, Bid Bond, and any attachments and exhibits to the Bid Packet.

1.1.3 "Certificate for Payment" means the amount approved for payment by the Project Manager after the receipt of the Contractor's Application for Payment, as more fully defined in paragraph 9.4.1.

1.1.4 "Change Order" means a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; or the extent of the adjustment in the Contract Time, if any, as more fully defined in paragraph 7.2.

1.1.5 "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Construction Contract, or other disputes between the Owner and Contractor arising out of or relating to the Construction Contract.

1.1.6 "Construction Change Directive" means a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, as defined more fully in paragraphs 7.3.1-7.3.9.

1.1.7 "Construction Contract" or "Contract" means the entire and integrated agreement between the parties hereto, evidenced by the Contract Documents, which supersedes all prior negotiations, representations, or agreements, either written or oral, subject only to amendment or modification as permitted by Article 7.

1.1.8 "Contract Documents" means the Construction Contract, the Conditions of the Contract (General, Special, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all other documents listed in the Contract, including the Bidding Documents, the Notice of Award, Notice to Proceed; Performance Bond; Payment Bond; Certificates of Insurance; and Tax-Exempt Certificates. Nothing contained in the Contract Documents creates any contractual relationship between the Owner any subcontractor, sub-subcontractor, or supplier of equipment or materials (except as provided in paragraph 5.4 hereof).

1.1.9 "Contract Sum" means the amount stated in paragraph 2.01 of the Construction Contract and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for

the performance of the Work under the Contract Documents.

1.1.10 “Contract Time” means the period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto.

1.1.11 “Contractor” means the person or entity identified as such in the Construction Contract or an authorized representative thereof.

1.1.12 “Date of Commencement of the Work” is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Construction Contract or such other date as may be established therein.

1.1.13 The “Date of Substantial Completion” is the date certified by the Project Manager in accordance with paragraph 9.8.

1.1.14 “Day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

1.1.15 “Drawings” are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.16 “Final Completion” means the finding by the Project Manager that the final Certificate for Payment should be issued based on his knowledge, information and belief that the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate for Payment, is due and payable, as more fully defined in paragraph 9.10.1.

1.1.17 “Modification” means (1) a written amendment to the Construction 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 approved by the Owner pursuant to paragraph 7.4.

1.1.18 “Notice to Proceed” means the form issued by the City and accepted in writing by the Contractor that notifies Contractor to begin work on or before a date certain, establishes an end date, and returns bid security.

1.1.19 “Order for a Minor Change in the Work” means an order issued by the Project Manager adjusting the Contract Sum or extending the Contract Time as permitted by paragraph 7.4.1.

1.1.20 “Owner” means the person or entity identified as such in the Construction Contract or an authorized representative thereof. The term “City” may be used interchangeably with the term “Owner.”

1.1.21 “Project” means 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 or by separate contractors.

1.1.22 “Project Manager” means the City representative identified as such in Part 5 of the Contract.

1.1.23 “Project Manual” means the volume usually assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contract, and Specifications.

1.1.24 “Specifications” or “Project Specifications” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

1.1.25 “Subcontractor” means a person or entity who has a direct contract with the Contractor to perform any of the Work at the site or an authorized representative thereof. "Subcontractor" does not include any separate contractor or his subcontractor.

1.1.26 “Substantial Completion” means the stage in the progress of the Work when the Work (or designated portion thereof that the Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or use the Work for its intended use as more fully explained in paragraph 9.8.1.

1.1.27 “Sub-subcontractor” means a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the site or an authorized representative thereof.

1.1.28 “Underground Utilities” means any below ground line, structure, facility or installation used by a utility or service provider including, but not limited to, telephone company lines, cable and conduit; cable television lines, cable and conduit; internet lines, cable and conduit; sewer lines and water lines, including individual sewer and water service lines; stormwater lines; gas lines; electrical lines, cables and conduit; and traffic signal lines, cable and conduit.

1.1.29 “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 for the completed construction required by the Contract Documents. The Work may constitute the whole or a part of the Project.

## 1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor and shall be maintained by the Project Manager.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the Site, and having familiarized himself with the urban site construction circumstances of the Project, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Project Manager of such fact.

1.2.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences within the Drawings themselves or within the Specifications themselves have been

referred to the Owner by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all Bidders.

If any such differences or conflicts were not called to the Owner's attention prior to submission of bids, the Project Manager shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and subject to the approval of the Owner, the Contractor shall perform the work at no additional cost or time to the Owner in accordance with the Project Manager's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the 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.

1.2.5 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an." 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.

1.2.7 Interpretation of Contract Documents - masculine includes both the masculine and the feminine; singular includes the singular and the plural; headings are for reference only and are not substantive

### 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 The Drawings, Specifications, and other similar or related documents and copies thereof are furnished to the Contractor for the purpose of performing the Work and are, and shall remain, the property of the Owner. The Contractor may retain one record set. Neither the Contractor nor any subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other similar or related documents, and Owner will retain all common law, statutory, and other reserved rights, in addition to the copyright (including, without limitation, the right to create derivative works therefrom). All copies of such documents shall be returned to the Owner upon completion of the Work. The Drawings, Specifications, and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, subcontractors, sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and solely for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of any copyright or other reserved rights.

## ARTICLE 2

### OWNER

## 2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations, if such utilities are the property of Owner, for the site of the Project, and a legal description of the site, if necessary. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine site characteristics and conditions. In connection with the foregoing, Contractor shall locate prior to performing any work, all Underground Utilities. If utility locate services are provided in the field by utility owners, Contractor nonetheless remains solely responsible to determine the actual location of all Underground Utilities.

2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Such approvals and the like shall be provided by Owner within a time and in a manner as to avoid any unreasonable delays in the Work or schedule of Contractor and shall include only such approvals for permanent facilities which are necessary to perform the Work as set forth in the Contract Documents.

2.1.3 Information or services required to be furnished by Owner shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.

2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

2.1.5 The Owner shall forward all instructions to the Contractor through the Project Manager.

2.1.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9, and 11 respectively.

## 2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work as required by Paragraph 12.2 or fails to carry out the Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or fails to remove and discharge (within ten days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of the Project Manager or Owner when based on the requirements of the Contract Documents, the Owner or the Project Manager, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner and the Project Manager to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under paragraph 2.3.1 hereof, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued

deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation and additional services and expenses made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### ARTICLE 3

#### CONTRACTOR

##### 3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 In addition to and not in derogation of Contractor's duties under paragraphs 1.2.2 and 1.2.3 hereof, Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission discovered. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents hereof unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Owner. If the Contractor performs any construction activity involving an error, inconsistency or omissions in the Contract Documents that Contractor recognized or reasonably should have recognized, without such notice to the Owner, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.1.1.1 If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its subcontractors, the Contractor shall be responsible for notifying the Owner in writing of such error, inconsistency, or omission before proceeding with the Work. The Owner will take such notice under advisement and within a reasonable time commensurate with job progress, render a decision. If Contractor fails to give such notice and proceeds with such work, it shall correct any such error, inconsistency, or omission at no additional cost to Owner.

3.1.2 In addition to and not in derogation of Contractor's duties under paragraphs 1.2.2 and 1.2.3 hereof, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Project Manager at once.

3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to paragraph 3.12.

##### 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely (subject to the terms and provisions of Article 4 hereof), responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall review any specified construction or installation procedure, including those recommended by manufacturers, and shall advise the Owner if the specified procedure deviates from

good construction practice or if following the procedure will affect any warranties, and may propose any alternative procedure which the Contractor will warrant.

3.2.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract or other arrangements with the Contractor. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

3.2.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Project Manager in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 13.7 by persons other than the Contractor.

3.2.4 The Contractor shall be solely responsible for locating all existing underground installations, including Underground Utilities and their service connections, in advance of excavating or trenching, by contacting the owners thereof and prospecting. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor remains ultimately responsible to determine the actual location of all Underground Utilities, facilities, structure, or installations. The Contractor shall use his own information and shall not rely upon any information shown or not shown on the plans or on field locates provided by the utility owner concerning existing Underground Utilities, facilities, structure, or installations. Any delay, additional work, or extra cost to the Contractor caused by existing Underground Utilities, facilities, structures or installations shall not constitute a claim for extra work, additional payment, or damage.

3.2.5 The Contractor has the responsibility to ensure that all equipment and material suppliers and subcontractors, their agents, and employees adhere to the Contract Documents, and that they order material and equipment on time, taking into account the current market and delivery conditions and that they provide equipment and materials on time. The Contractor shall coordinate its Work with that of all others on the Project, including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient methods of overall installation.

3.2.6 The Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner before commencing work, and review the placement of the structure(s) and permanent facilities on the site with the Owner after all lines are staked out and before foundation work is started. Contractor shall provide access to the Work for the Owner, the Project Manager, other persons designated by Owner, and governmental inspectors. Any encroachments, as revealed by an improvement survey, made by Contractor or its subcontractors (of any tier) on adjacent properties due to construction, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole expense, either by the removal of the encroachment (and subsequent reconstruction on the project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion)

allowing the encroachments to remain.

### 3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

3.4.3 Materials shall conform to manufacturer's standards in effect at the date of execution of the Construction Contract and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

3.3.4 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by the Contractor in accordance with the Contract Documents.

### 3.4 RESERVED

### 3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Experienced manufacturer's representatives shall be used to supervise the installation of equipment as may be required by the Owner. Any special tools or equipment which may be required for first class work shall be provided by the Contractor.

3.5.3 The acceptance at any time of materials or equipment by or on behalf of the Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity, to the material or equipment specified, or are not as represented to the Owner.

3.5.4 In the absence of detailed specifications, all materials shall conform to the latest standards of the American Society for Testing Materials (ASTM) available at the time notice inviting Contractors to bid is published unless otherwise indicated.

3.5.5 Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of such standard specifications or specifications available at the time notice inviting contractors to bid is published unless otherwise indicated.

3.5.6 Within one year after the date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency, the Contractor will be notified and shall correct and make repairs within the necessary time constraints. Failure of the Contractor to respond to the notification shall result in the Owner making the necessary repairs at the Contractor's expense. This obligation shall survive termination of the Contract.

3.5.7 Should the Owner claim by written communication before the warranty period expires that certain defects exist and that these require repair or replacement, the warranty period and applicable surety shall be automatically extended for as long as these defects remain unremedied.

### 3.6 TAXES

3.6.1 All sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the Owner are exempt from State and other State-collected sales and use taxes and from Westminster sales and use taxes. However, such materials may be subject to sales and use taxes imposed by other local taxing authorities.

3.6.2 Prior to City's issuance of the Notice to Proceed and start of work, the Contractor shall deliver to the Project Manager two copies of the completed and executed "Application for Exemption Certificate" with the approval of the Department of Revenue, State of Colorado, affixed. These certificates will serve as an indication to the Owner that the Contractor has acquired the necessary exemption for State and other State-collected sales and use taxes. The Contractor also agrees to make the same requirement, as contained above, of the material suppliers and subcontractors on this project.

3.6.3 Westminster use tax will be due on construction tools and equipment used on the Project if a legally imposed local sales or use tax was not paid on the full purchase price of these items. If such local sales or use tax was less than that of the City of Westminster, Contractor, equipment suppliers, and subcontractors shall pay to Westminster the difference between such local sales or use tax and the tax imposed by Westminster. Any sales or use tax due Westminster may be prorated according to the time the tools or equipment are located within the City, providing an equipment declaration form is properly filed with the City. This paragraph 3.6.3 shall apply to all construction tools and equipment which had a purchase price of \$2,500 or more.

3.6.4 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by the City for three years after the completion of the Project.

3.6.5 All applicable taxes are to be paid by Contractor and are to be included in appropriate bid items; except that, the Contractor shall not be reimbursed for any State or other sales or use taxes incurred as a result of failure to obtain an exemption certificate prior to City's issuance of the Notice to Proceed.

3.6.6 A copy of the Construction Equipment Declaration for Proration of Municipal Use Tax form shall be obtained from the City's Finance Department.

### 3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall obtain any necessary building permits and applicable inspections and shall secure and pay for all other permits and governmental fees, licenses and inspections, including but not limited to City right-of-way permits and street cut impacts fees, necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and are legally required. Contractor shall secure and pay for such permits, fees, licenses, and inspections as may be required for the Work by any jurisdiction.

3.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes or in the exercise of due care should observe that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager in writing, and any suggested changes shall be made to the Owner. The Contractor shall notify the Project Manager of all conflicts between the Drawings and Specifications and any laws, ordinances, rules, regulations, or restrictions that come to the Contractor's attention or should have come to his attention in the exercise of due care.

3.7.4 It is the responsibility of the Contractor to make certain that all his Work is done in accordance with applicable laws, statutes, building codes and regulations, and the Contractor shall bear any costs related to his failure to do so.

3.7.5 If the Contractor performs Work, including without limitations, the installation of any materials or equipment that it knows, or reasonably should know, would be contrary to laws, statutes, ordinances, building codes, rules, and regulations, the Contractor shall assume full responsibility for such work and shall bear all costs attributable to the correction thereof or related thereto, including all fines and penalties.

### 3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid unreasonable delay in the Work;
- .2 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- .3 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- .4 whenever the cost is more than or less than the allowance, the Contract Sum shall be

adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

### 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 the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

3.9.2 Contractor shall assign a person to be and remain the Superintendent to generally and directly supervise and coordinate the performance of the Work. The naming of such person is and was a material inducement to Owner to enter into the Contract. If such person is not the Superintendent or does not remain the Superintendent for any reason whatsoever, the Owner reserves the right to review and approve or disapprove said Superintendent's replacement, in Owner's sole discretion. If said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause.

3.9.3 Owner shall have the right, upon notice, to demand that the Superintendent or other key personnel retained by Contractor be replaced by Contractor. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contract, may, at Owner's option, be terminated for cause.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1 A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Contractor, at the preconstruction conference, shall prepare and submit for the Owner's review and approval a Contractor's construction schedule for the Work, in such form and detail as Owner may require. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Project Manager with Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to the Owner for its review and approval, a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts (with hours of work approved by the Project Manager). In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

3.10.2 The Contractor shall prepare and keep current, for the Project Manager's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Project Manager reasonable time to review submittals.

3.10.3 The Contractor shall conform to the most recent schedules.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections (all changes and selections to be approved by the Owner in advance) made during construction, and approved Shop Drawings, Product Data and Samples and similar required submittals. These shall be available to the Project Manager and shall be delivered to him for the Owner upon completion of the Work.

3.11.2 At the date of Substantial Completion and as a condition precedent to Final Payment, the Contractor shall furnish the following documents (unless directed otherwise by Owner) to the Project Manager for submittal to the Owner: record drawings showing the field changes and selections affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the Drawings. The Contractor shall maintain at the job site one (1) set of Drawings and indicate thereon each field change as it occurs.

3.11.3 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be maintained and delivered in hard copy **and** in an electronic/digital format acceptable to the Owner.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any 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 a material, product or system for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 The Contractor shall review, approve and submit to the Owner, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

3.12.5 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Owner. Such Work shall be in accordance with approved submittals.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has 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 not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's or Project Manager's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has 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, Samples or similar submittals by the Owner's approval thereof.

3.12.8 The Contractor shall direct specific attention, in writing, on resubmitted Shop Drawings, Product Data, Samples, or similar submittals to revisions other than those required by the Owner on previous submittals.

3.12.9 When professional certification of performance criteria of materials, systems, or equipment is required of the Contractor by the Contract Documents, the Owner shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications. If any or all such calculations or certifications are found to be inaccurate or incomplete, Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of Owner's additional services associated with the verification of such calculations or certifications, and the expense of Owner's additional services made necessary by the failure of such calculations or certifications to be accurate or complete.

3.12.10 Contractor shall furnish Owner with copies of all operator's instructions, service and parts manuals, and all other literature received by Contractor from the manufacturer or supplier of equipment furnished under the Contract. All operator's instructions, service and parts manuals, and all other such literature shall be bound in permanent binders satisfactory to the Project Manager.

3.12.11 Copies of any manufacturer's guaranty or certificate as may be required by the Contract Documents or normally included with the product, shall be submitted to the Owner through the Project Manager prior to Substantial Completion of the Work issued by the Owner.

3.12.12 Throughout the progress of construction, the Contractor shall maintain a careful up-to-date record of all changes on the plans and drawings during actual construction. Upon completion of Work, and prior to Substantial Completion issued by the Owner, the Contractor shall file with the Project Manager one set of complete drawings with all changes and Contractor's field construction notes neatly and legibly recorded thereon. Such drawings shall indicate in part the exact routing, if changed from drawing location, of Underground Utilities, oxygen supply, condenser water lines, fuel oil tanks and lines, fire protection lines and any other major buried utility lines, and routing of conduit runs which are buried or concealed in concrete slabs. Such information may be used to prepare record drawings for the Owner.

3.12.13 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be maintained and delivered in hard copy **and** in an electronic/digital format acceptable to the Owner.

## 3.13 USE OF SITE

3.13.1 The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use due care in placing construction tools, equipment, excavated materials, materials and equipment for installation and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Project Manager. If it is necessary or desirable that the Contractor use land outside the

Owner's right-of-way, the Contractor shall obtain consent from, and shall execute a written agreement with, the owner and tenant of the land and shall be responsible for all associated costs, including clean-up and restoration.

3.13.2 The Contractor shall protect, shore, brace, support and maintain all Underground Utilities, drains, and underground construction uncovered or otherwise affected by the construction work performed by him.

### 3.14 CUTTING AND PATCHING OF WORK

3.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. It is the intent of the Contract Documents that all areas requiring cutting and patching shall be restored to a completely finished condition acceptable to the Owner.

3.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering such work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the prior written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

### 3.15 CLEANING UP

3.15.1 The Contractor at all times shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### 3.16 COMMUNICATIONS

3.16.1 The Contractor shall forward all communications to the Owner through the Owner's Project Manager, except as the Owner may otherwise direct in writing.

### 3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall protect, defend, indemnify and save harmless the Owner, and each of Owner's officers, agents, servants and employees, including the Project Manager from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, or the Owner's officers, agents, servants, or employees, unless otherwise specifically stipulated in the Contract Documents.

3.17.2 If the Contractor uses any design, device or materials covered by letters patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor or his Surety shall indemnify and save harmless the Owner from any and all

claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.17.3 The Contractor shall pay all royalty and license fees.

### 3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and the Project Manager and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Contractor, any subcontractor, any sub-subcontractor, supplier of equipment or materials, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 3.18.

3.18.2 In any and all claims against the Owner or any of Owner's agents or employees by any employee of the Contractor, any subcontractor, any sub-subcontractor, any supplier of equipment or materials, 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 Paragraph 3.18 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, sub-subcontractor, supplier of equipment or materials under the workers' compensation act, disability benefit acts, or other employee benefit acts.

### 3.18.3 RESERVED

3.18.4 The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees hereunder would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that the Contractor shall not be obligated to so protect, defend, indemnify, and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

### 3.19 ATTORNEYS FEES

3.19.1 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Construction Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

## ARTICLE 4

### ADMINISTRATION OF THE CONTRACT

#### 4.1 PROJECT MANAGER

4.1.1 Subject to the limitations set forth in paragraph 5.01 of the Construction Contract, the Project Manager is empowered to act for Owner during the construction of the Work.

4.1.2 In case of termination of employment of the Project Manager, Owner may at any time employ or retain any other person it may deem qualified to perform all or any part of the duties of the Project Manager hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing, setting forth the scope of said replacement of Project Manager's duties and responsibilities, prior to making this change.

#### 4.2 PROJECT MANAGER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Project Manager will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction and until final payment is due. The Owner's instructions to the Contractor shall be forwarded through the Project Manager. The Project Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 OMITTED

4.2.3 The Project Manager will not have control or charge of safety precautions and programs or any construction means, methods or decision-making in connection with the Work.

4.2.4 The Project Manager shall at all times have access to the Work wherever it is in preparation and progress.

4.2.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized by Owner, the Owner and Contractor shall endeavor to communicate through the Project Manager, provided, however, that Owner may instruct, correspond, or negotiate with Contractor directly. Communications by and with subcontractors and suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Project Manager.

4.2.6 Based on the progress and quality of the Work, an evaluation of the Contractor's Applications for Payment, and all other information available, the Project Manager will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in paragraph 9.4.

4.2.7 The Project Manager will have the responsibility and authority to reject Work which does not conform to the Contract Documents. Whenever the Project Manager considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Paragraph 13.7 whether or not such Work has been fabricated, installed or completed.

4.2.8 The Project Manager will promptly review and approve or reject or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and Samples, for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Project Manager's reasonable judgment to permit adequate review. The Project Manager's review of the Contractor's submittals shall not relieve the Contractor of any of Contractor's obligations under the Contract Documents. The Project Manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Project Manager will prepare Change Orders in accordance with Article 7, and will have authority to order Minor Changes in the Work as provided in paragraph 7.4.1. All Change Orders,

Construction Change directives, and Field Directives shall require the approval of Owner in writing to be binding on Owner.

4.2.10 The Project Manager shall determine the date(s) of Substantial Completion and Final Completion, shall issue a Certificate of Substantial Completion when and as required by the Contract Documents, will receive, review, and maintain written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

#### 4.3 CLAIMS AND DISPUTES

4.3.1 Claims must be made by written notice to the Project Manager. The responsibility to substantiate claims shall rest with the party making the claim.

#### 4.3.2 OMITTED

4.3.3 Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making and acceptance 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; or
- .4 Faulty or defective Work appearing after Substantial Completion.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. If the Owner 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 Owner shall so notify the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within twenty-one (21) days after the Owner has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be subject to further proceeding pursuant to paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3.

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Project Manager, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive. Such claims shall be subject to Paragraph 8.3.

4.3.8 Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein 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. Such claims shall be subject to Paragraph 8.3

4.3.9 Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 11 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in paragraphs 4.3.7 OR 4.3.8.

#### 4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Project Manager will review all claims by the Contractor and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting data from the Contractor, (2) submit a schedule to the Contractor indicating when the Owner expects to take action, (3) reject the claim in whole or in part, stating reasons for rejection, (4) recommend approval of the claim by the Owner, or (5) suggest a compromise. The Owner may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

4.4.2 If a claim has been resolved, the Project Manager will prepare or obtain appropriate documentation.

4.4.3 If a claim has not been resolved, the Contractor shall within ten (10) days after the Project Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Project Manager, (2) modify the initial claim, or (3) notify the Project Manager that the initial claim stands.

4.4.4 If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Project Manager, the Project Manager will notify the Contractor in writing that the Project Manager's decision will be made within seven (7) days, which decision shall be considered advisory only and not binding in the event of litigation in respect of the claim. Upon expiration of such time period, the Project Manager will render to the parties the Owner's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be 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.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Construction Contract, shall furnish to the Project Manager in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity.

5.1.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable and timely objection under the provisions of paragraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.1.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by paragraph 5.1.1.

5.1.4 The Contractor shall make no substitution for any subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

#### 5.2 SUBCONTRACTUAL RELATIONS

5.2.1 By an 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract

Documents to which the subcontractor will be bound by this paragraph 5.3, and, upon written request of the subcontractor, identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to his sub-subcontractors.

### 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contractor hereby assigns to Owner (and Owner's assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements and purchase orders, and (2) Owner shall be required to compensate the designated subcontractors or suppliers only for compensation accruing to such parties for work done or materials delivered from and after the date on which Owner determines to accept the subcontract agreements or purchase orders. All sums due and owing by Contractor to the designated subcontractors or suppliers for Work performed or material supplied prior to Owner's acceptance of the subcontract agreements or purchase orders shall constitute a debt between such parties and Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver or cause to be delivered to Owner a written acknowledgment in form and substance satisfactory to Owner from each of its subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

## ARTICLE 6

### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Construction Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Contract.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule as requested by

the Owner. If the Contractor claims additional cost or time or both because of any such revisions, the Contractor shall make such claim as provided elsewhere in the Contract Documents. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## 6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors access to the site and all areas of the Work as may be reasonably necessary for the performance of their work, reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for proper execution and results of Contractor's Work or render it incompatible with Contractor's Work. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work, except as to defects not then reasonably discoverable.

6.2.3 Subject to Paragraph 8.3 hereof, any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor cause damage to the work or property of the Owner, or to other completed or partially completed construction or property on the site or to property of any adjoining owner or other party, the Contractor shall promptly remedy such damage as provided in paragraph 10.2.4.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, employees, and agents, to the full extent as agreed to under paragraph 3.18.

## 6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor, separate contractors, and the Owner as to their responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in paragraph 3.15, the Owner may clean up and allocate the cost thereof among the contractors responsible therefor.

# ARTICLE 7

## CHANGES IN THE WORK

### 7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Construction Contract, and without invalidating the Construction Contract, only 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 between the Owner and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Project Manager alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

## 7.2 CHANGE ORDERS

7.2.1 A Change Order is a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in paragraph 7.3.3.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Construction Contract, order changes in the Work within the general scope of the Construction 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 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in paragraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

7.3.6 If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner 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, a percentage fee for overhead and profit not to exceed five percent (5%) of such Work's actual cost for Contractor and ten percent (10%) of such Work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For Work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this paragraph 7.3.6, actual costs shall be defined as and limited to the following:

- .1 costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;
- .3 reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such Work, whether rented from the Contractor or others; and
- .4 costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such Work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

7.3.7 Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Project Manager. 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.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Paragraph 8.3 hereof.

7.3.9 When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### 7.4 MINOR CHANGES IN THE WORK

7.4.1 The Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

### ARTICLE 8

#### TIME

##### 8.1 DATE OF COMMENCEMENT OF THE WORK

8.1.1 The Date of Commencement of the Work shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

##### 8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Construction Contract. By executing the Construction Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall begin the Work on the Date of Commencement of the Work. The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

##### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed, disrupted, or otherwise interfered with at any time, or from time to time, in the performance of the Work, the rights and obligations of the parties with respect to such delay shall be as set forth in this subsection 8.3. Contractor's exclusive remedy for any delay, disruption, or interference shall be as set forth in this subsection 8.3.

8.3.1.1 Any delay within the control of the Contractor or within the control of any subcontractor, agent or supplier thereof (including, without limitation, delay within the joint control of the Contractor or one or more of his subcontractors, agents or suppliers) shall be the sole responsibility of the Contractor, and the Contractor shall not be entitled to any extension of time or to any increase in the Contract Sum as the result of any such delay.

8.3.1.2 Upon the occurrence of any delay which will affect the date of Substantial Completion caused by

fire, flood, unusually severe weather or other act of God, or by court order, unforeseen, concealed, or differing condition related to the Work or other factors beyond the reasonable control of any party hereto or his agents, employees or subcontractors, then the period of performance specified herein shall be extended by Change Order or Construction Change Directive, on a day-for-day basis, but such extension shall not result in any increase in the Contract Sum, and provided that Contractor complies with subsection 8.3.1.4 below.

8.3.1.3 Upon the occurrence of any delay which will affect the date of Substantial Completion not concurrent with delays described under subsections 8.3.1.1 and 8.3.1.2 above, which is proximately caused by acts or omissions within the control of the Owner, his agents or employees, the period of performance specified herein shall be extended by Change Order or Construction Change Directive on a day-for-day basis and the Contractor shall be entitled to reimbursement of actual, proven costs reasonably and necessarily incurred as a direct consequence of such delay, but not in excess of the amount above the Contract Sum for each day of such delay as specified in the Contract Documents.

8.3.1.4 Any claim for an extension of time under subsections 8.3.1.2, and 8.3.1.3 above, and any claim for additional compensation authorized by subsection 8.3.1.3 above, shall be made as follows:

- .1 The Contractor shall, within five (5) days after the onset of any delay, notify the Project Manager in writing of the causes of delay, the facts relating thereto, and the requested time extension. In the case of a continuing delay, only one claim is necessary. Proof of any recoverable delay costs shall be submitted within fifteen (15) days after the end of any period of delay.
- .2 The Project Manager shall determine whether the cause for the claim for an extension of time is beyond the control of the Contractor pursuant to subsections 8.3.1.1, 8.3.1.2, AND 8.3.1.3 above. Owner shall either approve or disapprove the extension requested or claim made.
- .3 Should a time extension or delay cost claim be granted by the Owner, a Change Order or other notice, signed by the Owner, shall be issued to indicate the new date for completion, and/or the adjustment to the Contract Sum.
- .4 Failure by Contractor to timely provide, in writing, a request for time extension, claim for delay costs, or proof of such costs, shall constitute a waiver by Contractor of any time extension or reimbursement of delay costs which Contractor may have otherwise been granted pursuant to this subsection 8.3.
- .5 Nothing herein shall prevent Contractor from requesting, and Owner granting, an extension of time contingent upon payment by Contractor of an agreed amount of liquidated damages in consideration of the time extension.

8.3.2 Contractor expressly acknowledges and confirms his obligation to minimize the cost impact of any delay, delay charges being an unproductive expenditure of public funds. Therefore Contractor shall, to the best of his ability, re-assign personnel and equipment, commence or accelerate unaffected portions of the Work, and otherwise employ all prudent measures available to minimize delay costs. In no event shall the Owner be liable for payment of delay costs which could have been avoided or mitigated by any means reasonably available to the Contractor.

ARTICLE 9

## PAYMENTS AND COMPLETION

### 9.1 CONTRACT SUM

9.1.1 The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages or additional costs incurred because of a difference between the estimate of any item and the amount of the item actually required, or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the Work as may be required to bring the cost of the Work within the limits of available funds.

### 9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Project Manager a schedule of values allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Project Manager may direct. This Schedule, when approved by the Project Manager, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment.

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Construction Contract, the Contractor shall submit to the Project Manager an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Project Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing for subsequent incorporation in the Work. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.4 When application for payment includes materials stored off the project site or stored on the project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the project site shall be a bonded warehouse or appropriate storage approved by Owner with the stored materials properly tagged and identifiable for this project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole discretion.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor in writing his reasons for withholding a certificate in whole or in part as provided in paragraph 9.5.1.

9.4.2 No Certificate for Payment shall be issued unless it appears to the Project Manager that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, but without in any way waiving any of Owner's rights or claims under the Contract Documents, the quality of the Work is in accordance with the Contract Documents and that all certificates required under the Contract Documents have been furnished in proper form. However, the issuance of a Certificate for Payment will not be a representation that the Project Manager has 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 Project Manager may decline to certify payment and may withhold his certificate in whole or in part, to the extent reasonably necessary to protect the Owner, if in his opinion he is unable to make the determinations as provided in paragraph 9.4.2. If the Project Manager is unable to make such determinations as provided in paragraph 9.4.2 and to certify payment in the amount of the application, he will notify the Contractor as provided in paragraph 9.4.1. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Certificate for Payment for the amount for which he is able to make such determinations. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective Work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to subcontractors or 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 another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or

that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to maintain accurate and up-to-date as-built drawings.

9.5.2 When the above grounds are removed, Certificates for Payment shall be made by the Project Manager for amounts withheld because of them.

## 9.6 PROGRESS PAYMENTS

9.6.1 After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in a timely manner not to exceed thirty (30) days from the time the Project Manager issued the Certificate for Payment. The Owner may refuse to make payment on any Certificate for Payment for any default of the Construction Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

9.6.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

9.6.3 The Project Manager may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager on account of Work done by such subcontractor.

9.6.4 The Owner shall not have any obligation to pay or to see the payment of any monies to any subcontractor except as may otherwise be required by law.

9.6.5 Payment to suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3, and 9.6.4.

9.6.6 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

## 9.6.7 RETAINAGE

9.6.7.1 In addition to any amounts withheld from payment pursuant to any other provision of this Construction Contract, Owner shall retain from each progress payment five percent (5%) until such time payment is due under the terms and conditions governing final payment.

## 9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the

Owner does not, for reasons other than a default of the Construction Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.8, pay the Contractor within thirty (30) days after the date established in the Contract Documents any amount certified by the Project Manager, then the Contractor may, upon seven (7) additional days' written notice to the Owner, 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 shut-down, delay and start-up, which shall be effected by appropriate Change Order.

## 9.8 SUBSTANTIAL COMPLETION

9.8.1 The Work will not be considered suitable for Substantial Completion review until all project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Construction Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the date of Substantial Completion.

9.8.2 When the Contractor considers that the Work, or a designated portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Project Manager will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Project Manager. The Contractor shall then submit a request for another inspection by the Project Manager to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, the Project Manager will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, which time shall be no longer than thirty (30) days after the scheduled completion date. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Project Manager, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in 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 of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "partial occupancy"). Such partial occupancy may commence whether or not the applicable portion of the Work is Substantially Complete.

9.9.2 In the event of partial occupancy, the Contractor shall promptly secure endorsement from its insurance carriers and consent from its sureties, if any.

9.9.3 In the event of partial occupancy before Substantial Completion as provided above, the Contractor shall cooperate with the Owner in making available for the Owner's use and benefit such building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid portion or portions, the Contractor shall make every reasonable effort to complete such Work or make temporary provisions for such Work as soon as possible so that the aforementioned building services may be put into operation and use. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.4 In the event of partial occupancy prior to Substantial Completion, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of the operation and cost of necessary security, maintenance and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Owner shall assume proportionate and reasonable responsibility for the cost of the above services, reduced by any savings to Contractor for such services realized by reason of partial occupancy. Further, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of insurance and damage to the Work. Contractor's acceptance of arrangements proposed by Owner in respect of such matters shall not be unreasonably withheld, delayed, or conditioned. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.5 In each instance, when the Owner elects to exercise its right of partial occupancy as described herein, Owner will give Contractor advance written notice of its election to take the portion or portions involved, and immediately prior to partial occupancy, Contractor, and the Project Manager shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the conditions of the same.

9.9.6 It shall be understood, however, that partial occupancy shall not: (1) constitute final acceptance of any Work, (2) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents; provided that Contractor shall not be liable for ordinary wear and tear resulting from such partial occupancy.

9.9.7 Subject to the terms and conditions provided herein, if the Contractor claims that delay or additional cost is involved because of partial occupancy by the Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for payment, the Project Manager will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Construction Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The

Project Manager's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in paragraph 9.10.2 have been fulfilled. Final Payment is also subject to all City Charter and City Code requirements. Warranties required by the Contract Documents shall commence on the date that the Project Manager issues a final Certificate of Payment to the Owner.

9.10.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager:

9.10.2.1 Evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents, including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedules, sub-master and special keys, (c) delivery to Owner of Contractor's general warranty as described in Paragraph 3.5, and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Project Manager's review and delivery to Owner, (d) delivery to Project Manager of printed or typewritten operating, servicing, maintenance and cleaning instructions for the Work; parts lists and special tools for mechanical and electrical work;

9.10.2.2 If required by the Owner, (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (b) consent of surety, if any, to final payment, and (c) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Construction Contract, to the extent and in such form as may be designated by the Owner, and (d) a final waiver of liens in a form satisfactory to Owner, covering all Work including that of all subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized;

9.10.2.3 In addition to the foregoing, all other submissions required by other articles and paragraphs of the specifications including final construction schedule shall be submitted to the Project Manager before approval of Final Payment;

9.10.2.4 If any 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 any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, 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 the issuance of Change Orders affecting final completion, and the Project Manager so confirms, the Owner shall, upon application by the Contractor and certification by the Project Manager, and without terminating the Construction Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the 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 all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents,
- .4 terms of any special warranties required by the Contract Documents, or
- .5 replacement of material or equipment which is rejected if found, after the date of final payment, to be defective, or inferior in quality or uniformity, to the material or equipment specified, or is not as represented to the Project Manager and Owner.

9.10.5 The acceptance of final payment by the Contractor, a subcontractor, or supplier shall constitute a waiver of all claims by that payee.

## ARTICLE 10

### PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.1.2 Unless otherwise provided in the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless, upon written direction of Owner.

10.1.3 Unless otherwise provided in the Contract Documents, the Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

#### 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

- .1 all persons involved in or affected by the Work;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including but not limited to trees, shrubs,

lawns, walks, pavements, roadways, structures, private property, and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property for their protection from damage, injury or loss, including but not limited to the Occupational Safety and Health Act (OSHA), as applicable.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 The Contractor shall promptly remedy all damage or loss at its sole cost and expense (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor. Utility locate services provided in the field by the Owner shall not be deemed an act or omission that relieves Contractor of its responsibility hereunder. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 3.5.

10.2.5 The Contractor shall designate a responsible member of his 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.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### 10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Paragraph 4.3, Paragraph 8.3 and Article 7.

### 10.4 USE OF EXPLOSIVES, DRIVING OR REMOVAL OF PILES, WRECKING, EXCAVATION WORK OR OTHER SIMILAR AND POTENTIALLY DANGEROUS WORK.

10.4.1 When the use of explosives, driving or removal of piles, wrecking, excavation work or other similarly potentially dangerous work is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care so as not to endanger life or property and shall carry on such activities under the supervision of properly qualified personnel. The Contractor shall be fully responsible for, and shall save and hold Owner harmless from, any and all damages, claims, and for the defense of any actions against the Owner resulting from the prosecution of such Work in connection with or arising out of the Construction Contract.

10.4.2 The Contractor shall notify each public utility company or other owner of property having

structures or improvements in proximity to the site of the Work, of his intent to perform potentially dangerous work. Such notice shall be given sufficiently in advance to enable the companies or other owners of property to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damages, claims, or the defense of any actions against the Owner resulting from the performance of such Work in connection with or arising out of the Construction Contract.

10.4.3 All explosives shall be stored in a secure manner and all storage places shall be marked clearly "EXPLOSIVES - KEEP OFF" and shall be in the care of competent watchmen at all times.

## 10.5 UNDERGROUND UTILITIES

10.5.1 Known Underground Utilities and other underground structures are shown on the Drawings only to the extent such information has been made available to or discovered by the Owner. It is expected that there may be discrepancies and omissions in the location and quantities of actual Underground Utilities and other underground structures and those shown. This information is shown for the convenience of the Contractor, but is not guaranteed to be either correct or complete, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by Owner. The Contractor shall, ahead of excavation, confirm the location of all Underground Utilities and other underground structures so that they will not be accidentally damaged by the construction operation. Contractor shall be responsible for contacting all utility owners concerning location of all above ground utilities and Underground Utilities before proceeding with the Work. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor shall verify actual location, and Contractor remains solely responsible for any claims or damage to Underground Utilities or other facilities or structures caused by excavating. Contractor is responsible for, at no additional cost to the owner, potholing all existing Underground Utilities to be crossed or that may otherwise affect their means and methods for constructing the Project prior to beginning any construction on the Project.

## ARTICLE 11

### INSURANCE REQUIREMENTS

#### 11.1 CONTRACTOR'S INSURANCE

11.1.1 Neither the Contractor nor any of its Subcontractors may commence work under this Agreement until all insurance required by the contract documents has been obtained and such insurance has been approved by Owner. For the duration of this Agreement, the Contractor and Subcontractors must maintain the insurance coverage required in this section.

11.1.2 The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

11.1.3 Contractor shall procure and maintain, and shall cause each Subcontractor to procure and maintain (or shall insure the activity of Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and \$TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each accident with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

11.1.4 The policies required, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include Owner, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, or its officers or employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. If the Work includes excavation or drilling of any kind the insurance required shall not contain any exclusion for pollutants. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

11.1.5 Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by Owner. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to Owner. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

11.1.6 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Owner may immediately terminate the Construction Contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.

11.1.7 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Construction Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Owner, its officers, or its employees.

11.1.8 Umbrella/Excess Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Umbrella (excess) Liability policy throughout the entire term of its obligations to Owner. A copy of the policy or a signed certificate of insurance shall be on file with Owner at all times. The policy shall be in excess of all underlying insurance including employer's liability. The policy shall not contain any exclusions for hazards, or contractual hazards. Limits of liability shall be a minimum of TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.

## 11.2 BUILDER'S RISK/PROPERTY INSURANCE

11.2.1 Unless otherwise directed in writing by Owner, before starting Work, the Contractor shall purchase and maintain a Builder's Risk Policy upon the entire Project and Work at the site to the full cost of replacement at the time of loss, including existing structures. The policy shall include the interests of Owner, the Contractor, subcontractors and sub-subcontractors in the Work as additional insureds, provide that such insurance is primary with respect to claims made by the additional insureds. The policy shall be in the form of "all risk" insurance for physical loss or damage with all exclusions deleted. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contractor shall procure and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in a Request for Payment under paragraph 9.3.2.

11.2.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractor shall be responsible for payment of appropriate parts of any deductibles in the event claims are paid on their part of the Project.

11.2.3 This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner.

## 11.3 GENERAL REQUIREMENTS

11.3.1 All insurance policies and/or certificates of insurance required under the Contract Documents shall be issued subject to the following stipulations by the Insurer:

.1 Underwriter shall have no right of recovery or subrogation against Owner, it being the intent of the parties that the insurance policy so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

.2 The clause entitled "Other Insurance Provisions" contained in any policy including Owner as an additional insured shall not apply to Owner.

.3 The insurance companies issuing the policy or policies shall have no recourse against Owner for payment of any premiums due or for any assessments under any form of any policy.

.4 Any and all deductibles contained in any insurance policy shall be assumed by and shall be the sole liability of the Contractor.

11.3.2 Additional coverages or higher limits of liability may be required by the Owner should the scope or nature of the work change during the course of the Construction Contract. All liability insurance and

builder's risk/property insurance policies required by this Article shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorneys' fees.

11.3.3 The Contractor shall be solely responsible for ensuring that all subcontractors obtain and maintain in force, for the term of this Construction Contract, insurance policies sufficient to meet the minimum coverages required under the Contract Documents.

11.3.4 Nothing contained in this Article 11 shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Construction Contract. The Contractor agrees that it alone shall be completely responsible for procuring and maintaining full insurance coverage to adequately insure against the risk attendant to the performance of this Construction Contract. Any approvals of the Contractor's insurance coverages by Owner or the Project Manager shall not operate to the contrary.

11.3.5 The risk of loss to any property to be provided by the Contractor to Owner pursuant to this Construction Contract shall be upon the Contractor until Owner issues a signed certificate of substantial completion.

11.4.7 Nothing in this Article 11 shall be deemed or construed as a waiver of any of the protections to which Owner may be entitled under the Constitution of the State of Colorado or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

11.3.6 The Contractor shall provide the certificates of insurance and any endorsements to a policy required under the Contract Documents before commencing any Work. **It shall be an affirmative obligation of the Contractor to provide written notice to Owner within ten (10) days of the cancellation of or substantive change to any of the policies required herein and failure to do so shall constitute a breach of the Contract.**

11.3.7 All insurance required under the Contract Documents shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and approved by Owner and shall be maintained until the Work is accepted by Owner. The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. Owner may, in writing, specifically indicate its approval or disapproval of each separate policy provided pursuant to the Contract Documents.

11.3.8 All policies under the Contract Documents that are scheduled to expire prior to the time the Work is finally accepted by Owner shall be renewed prior to the scheduled expiration date and evidence of such renewal shall be submitted to Owner for approval.

11.3.9 If any of the policies required under the Contract Documents shall be or at any time become unsatisfactory to Owner as to form or substance, or if an Insurer issuing any such policy shall be or at any time become unsatisfactory to Owner, Owner shall so advise the Contractor who shall promptly obtain a new policy, submit the same to Owner for approval, and thereafter submit a certificate of insurance as hereinabove provided.

11.3.10 All liability insurance and builder's risk/property insurance policies required by this Article shall be occurrence-based policies.

## ARTICLE 12

## UNCOVERING AND CORRECTION OF WORK

### 12.1 UNCOVERING OF WORK

12.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager or Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for his observation and shall be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

12.1.2 If any other portion of the Work has been covered which the Owner or Project Manager has not specifically requested to observe prior to being covered, the Project Manager or Owner 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 cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for the payment of such costs.

### 12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager as incomplete, defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional services made necessary thereby.

12.2.2 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after Final Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year 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 performance of the Work. This obligation shall survive acceptance of the Work and termination of the Construction Contract. The Owner shall give such notice promptly after discovery of the condition by the Owner.

12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected or accepted by the Owner.

12.2.4 If the Contractor fails to correct defective or nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.3.

12.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an

appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused, in whole or in part, by the Contractor's correction or removal of Work which is defective or not in accordance with the requirements of the Contract Documents.

12.2.7 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof, or under law or in equity. The establishment of the time period of one year after the Date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

### 12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1. If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

#### 13.1 GOVERNING LAW

13.1.1 The Construction Contract shall be governed by the law of the State of Colorado. Those provisions of law applicable but discretionary because of the Owner's status as a home-rule municipality shall be binding at the Owner's election.

#### 13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Construction Contract shall assign, sublet, or transfer (by operation of law or otherwise) any interest in the Construction Contract without the prior written consent of the other. The Contractor shall not assign the whole or any part of the Construction Contract or any monies due or to become due thereunder without the prior written consent of the Owner and of the surety on the Contractor's bond. Any assignment without such written consent shall be void. A copy of such consent of surety, together with a copy of the assignment, shall be filed with the Project Manager. In case the Contractor assigns all or part of any monies due or to become due under the Construction Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims and liens of all persons, firms and corporations for services rendered; for the payment of all laborers and

mechanics for labor performed; for the payment of all materials and equipment used or furnished and for payment of all materials and equipment used or rented in the performance of the Work called for in the Construction Contract; and for the payment of any liens, claims, or amounts due the Federal, State or local governments or any of their funds. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

### 13.3 WRITTEN NOTICE

13.3.1 All notices to be given hereunder shall be in writing, and may be given, served, or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by delivering the same in person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in the Construction Contract from and after the fourth day next following the date deposited in the mail, or when actually received, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices to be given shall be sent to or made at the last business address known to the party giving notice.

### 13.4 CLAIMS FOR DAMAGES

13.4.1 Should either party to the Construction Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims by Contractor against Owner that are within the scope of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, shall be subject to, and brought in accordance with, the provisions of said Act.

### 13.5 PERFORMANCE AND PAYMENT BOND

13.5.1 The Contractor will be required, simultaneously with the execution of the Construction Contract, to furnish separate Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Contract Sum. Said bonds shall be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the Construction Contract and the terms and conditions herein contained and the maintenance of the proposed improvements in good repair according to the terms contained in the Construction Contract. Accompanying the bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond. Such bonds shall be on forms provided by the Owner.

13.5.2 The Contractor shall deliver said bonds to the Project Manager no later than the date of execution of the Construction Contract. If the Contractor fails or neglects to deliver the bonds, as specified, he shall be considered to have abandoned the Construction Contract and his bid security will be forfeited.

### 13.6 RIGHTS AND REMEDIES

13.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents.

13.6.2 No action or failure to act by the Owner, Project Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be

specifically agreed in writing.

13.6.3 In all actions by the Owner to enforce its rights and remedies hereunder, whether at law or equity, the Owner, in addition to all other remedies, shall be entitled to recovery of its reasonable attorney's fees and costs.

13.6.4 The Contractor agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under the Construction Contract.

### 13.7 TESTS AND INSPECTIONS

13.7.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. 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. The Contractor shall give the Project Manager and the Owner timely notice of its readiness so the Project Manager and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals.

13.7.2 If the Project Manager or public authority having jurisdiction determines that any Work requires additional or special inspection, testing, or approval which paragraph 13.7.1 does not include, the Project Manager may instruct the Contractor to order such additional or special inspection, testing or approval, and the Contractor shall give notice as provided in paragraph 13.7.1. If such additional or special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, the Contractor shall bear all costs of such testing, inspection, and approval procedures, including compensation for any additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

13.7.3 Required certificates of inspection, testing or approval, unless otherwise required by Contract Documents, shall be secured by the Contractor and promptly delivered by him to the Project Manager.

13.7.4 If the Project Manager is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the normal place of testing.

13.7.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid delay in the Work.

### 13.8 LITIGATION AND WORK PROGRESS

13.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

### 13.9 EQUAL EMPLOYMENT OPPORTUNITY

13.9.1 In connection with the execution of this Construction Contract, the Contractor shall not

unlawfully discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, age, sex, handicap, immigration status, gender identity or expression, sexual orientation, disability, or national origin, if otherwise qualified. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor represents that it will require a similar affirmation of nondiscrimination in all contracts it enters into with subcontractors as part of the execution of this Construction Contract.

#### 13.10 COMMERCIAL DRIVER'S LICENSE SUBSTANCE SCREENING

13.10.1 The Contractor shall provide written assurance to the Owner that each driver that provides services requiring a commercial driver's license pursuant to this Construction Contract participates in an alcohol and controlled substances testing program that meets the requirements of the Federal Motor Carrier Safety Regulations found at 49 C.F.R. Part 382.

### ARTICLE 14

#### TERMINATION OF THE CONTRACT

##### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Construction Contract if the Work is stopped for a continuous period of sixty (60) days through no act or fault of the Contractor or a subcontractor, sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Project Manager has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in paragraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment (without cause) within the time stated in the Contract Documents; or
- .4 if repeated suspensions, delays, or interruptions by the Owner as described in paragraph 14.3 constitute in the aggregate more than 100 percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon fourteen (14) days' written notice to the Owner, terminate the Construction Contract, unless this reason is cured prior to the expiration of the notice period. Contractor may recover from the Owner payment for Work properly executed in accordance with Contract Documents (the basis for such payment shall be as provided in the Construction Contract) and payment for costs directly related to work thereafter performed by Contractor in terminating such work, including reasonable demobilization and cancellation charges. The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in paragraphs 14.1.1 and 14.1.2.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

### 14.2.1 The Owner may terminate the Construction Contract if the Contractor:

- .1 refuses or fails to supply, in a timely manner, enough properly skilled workers or proper materials or equipment;
- .2 fails to make payment to subcontractors or suppliers for materials, equipment, or labor in accordance with the respective agreements between the Contractor and the subcontractors or suppliers;
- .3 disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- .4 disregards the instructions of Owner when such instructions are based on the requirements of the Contract Documents;
- .5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or
- .6 otherwise does not fully comply with the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and Contractor's surety, if any, seven (7) days' written notice, (except in cases of emergency as reasonably determined by Owner), terminate the services of the Contractor and may:

- .1 take possession of the site and project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by the Contractor; and
- .2 finish the Work by whatever method the Owner may deem expedient.

14.2.3 When the Owner terminates the Construction Contract for one of the reasons stated in paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 To the extent the costs of completing the Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Construction Contract.

14.2.5 In addition to Owner's right to remove Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of the Work or any subcontract or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of the Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated, if any. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.2.6 In the event of termination pursuant to paragraph 14.2.5, Owner shall pay as the sole amount due to Contractor in connection with the Construction Contract, (i) sums due for Work properly executed in accordance with Contract Documents to date, including allowable profit and overhead (except retainage sums shall not be paid prior to one hundred twenty (120) days following the date of termination); (ii)

reasonable cost of demobilization and cancellation charges; and as additional and special consideration for this provision; (iii) a profit for underperformed work equal to one-half percent (0.5%) of the cost of the Work actually performed to date.

14.2.7 Upon a determination by a court of competent jurisdiction that the termination of Contractor pursuant to paragraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to paragraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in paragraph 14.2.6.

### 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or any subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine by giving written notice to Contractor specifying the part of the Work or subcontract to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption. Contractor shall continue to prosecute the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted. If any part of the Work or subcontract is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Construction Contract. In case of such suspension, delay, or interruption, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the date of Substantial Completion or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.3.2 The rights and remedies of Owner under this Section shall be non-exclusive, and shall be in addition to all the other remedies available to Owner at law or in equity.

*Rev. 03/2019*

City Project No. PWU-24-445-C&L

**SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT**

Westminster standards and specifications most recent edition, CDOT standards and specifications, most recent edition, Mile High Flood District Vol 3 most recent edition shall govern. Additional conditions are listed in the attached original Request for Proposal (Appendix E).

**1st AMENDMENT TO THE  
CONSTRUCTION CONTRACT (CITY PROJECT MANAGER)  
FOR On-Call Utility Infrastructure Repairs  
BETWEEN THE CITY OF WESTMINSTER AND Insituform Technologies, LLC  
DATED July 01, 2024**

The City of Westminster (hereinafter referred to as “City” or “Owner”) and Insituform Technologies, LLC (hereinafter referred to as “Contractor”) agree to amend the Agreement described above as follows:

1. PART 2 - CONTRACT PRICE AND PAYMENT, shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~striketrough~~:  
  
2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Proposal, not to exceed ~~five hundred thousand dollars (\$500,000.00)~~ one million dollars (\$1,000,000.00) annually.
  
2. All other terms and conditions of this Agreement shall remain in effect.

SIGNATURE PAGE FOLLOWS

This Amendment is dated the 26th day of November, 2024.

Insituform Technologies, LLC

CITY OF WESTMINSTER

By: Christlanda Adkins

By: Jody Andrews

Printed Name: Christlanda Adkins

Printed Name: Jody Andrews

Title: Contracting and Attesting Officer

Title: City Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

ATTEST:

[Signature]  
City Clerk

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ ,

(Seal)

by \_\_\_\_\_ the  
(name)  
\_\_\_\_\_ of  
(title)



Witness my hand and official Seal

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

APPROVED AS TO LEGAL FORM

By: [Signature]  
City Attorney

I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.

Jody Andrews  
City Manager

Account No. \_\_\_\_\_

**Award****Award Type** Intent to Award**Solicitation Information****Solicitation Title** On-Call Utility Infrastructure Repairs  
**Reference Number** 0000342231  
**Solicitation Closing Date** 03/06/2024**Awardees**

<b>Supplier Awarded</b>	American West Construction, LLC	<b>Awarded Value</b>	Undisclosed
<b>Address</b>	275 E. 64th Avenue Denver, Colorado, 80221 United States	<b>Award Date</b>	04/11/2024 12:00 AM MDT
<b>Supplier Awarded</b>	C & L Water Solutions, Inc.	<b>Awarded Value</b>	Undisclosed
<b>Address</b>	12249 Mead Way Littleton, Colorado, 80125 United States	<b>Award Date</b>	04/11/2024 12:00 AM MDT



WESTMINSTER



# WESTMINSTER

## COLORADO

### REQUEST FOR PROPOSAL

On-Call Utility Infrastructure Repairs

Solicitation No. RFP-PWU-24-445

#### SCHEDULE OF EVENTS

Virtual Pre-Proposal	2/14/2024	3:00 PM	MST
Deadline to Submit Questions	2/23/2024	5:00 PM	MST
Response to Questions	2/28/2024	2:00 PM	MST
Proposal Due Date	3/6/2024	2:00 PM	MST
Evaluation	3/7/2024 – 3/21/2024		
Tentative Interviews	Week of 4/8/2024		

The party submitting a proposal, hereinafter referred to as the Proposer, offers to furnish to the City of Westminster the materials, supplies, products, or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

The City utilizes the Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's Procurement Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the Procurement official. Only rely on this web address: <https://www.bidnetdirect.com/colorado>

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## **SECTION A:** GENERAL INFORMATION & RFP INSTRUCTIONS

### **A.1** PURPOSE:

The City of Westminster, hereinafter referred to as the City, is soliciting proposals from qualified firms capable of performing On-Call Utility Infrastructure Repairs.

The City's detailed Scope of Work and Requirements are included in Section B.

### **A.2** ROCKY MOUNTAIN E-PURCHASING (BidNet®):

The City is collaborating with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of Formal solicitations administered by the City's Procurement Division.

Registration with BidNet® is available at NO CHARGE and allows Proposers access to view governmental proposals posted on BidNet®; they offer an additional notification service option with an associated fee.

The City is not responsible for the actions or lack thereof on the part of the Proposer in regards to their interaction with BidNet®, or any other third-party bid notification service in relation to this RFP.

More information is available at:

<https://www.bidnetdirect.com/colorado/cityofwestminster> or by calling 1-800-835-4603, Option 2.

### **A.3** ELECTRONIC SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation may only be done electronically through

BidNet® at <https://www.bidnetdirect.com/colorado/cityofwestminster>, no later than the date and time indicated in the proposal.

**Please Note:** Proposers are encouraged to submit their proposals as early as possible, allowing enough time for any technical difficulties they may encounter as the BidNet® system does not allow the option to accept any late proposals. Please be assured that all proposals are locked for viewing by the system and cannot be accessed until after the due date.

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Procurement Division, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal.

#### A.4 RFP ATTACHMENTS:

Exhibit A	Sample Service Contract
Exhibit B	Example Task Order Form
Exhibit C	Rate Sheet

Attachment 1	Offeror Certification Form
Attachment 2	Payment Bond
Attachment 3	Performance Bond

#### A.5 PRE-PROPOSAL CONFERENCE:

A recommended pre-bid conference will be conducted on the date and time listed in the Schedule of Events on the cover page. The solicitation terms and conditions will be reviewed and discussed at this time. Interested Proposers may attend virtually via Microsoft Teams.

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 261 918 058 459

Passcode: ix8mfD

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 720-739-8152](#) United States, Denver

Phone Conference ID: 653 019 259#

#### A.6 CLARIFYING QUESTIONS:

The City shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP.

All Questions must be submitted online via Bidnet, no later than the date and time indicated in the Schedule of Events. Answers to all questions will be posted on Bidnet and will be available to view by all Parties.

All other communications regarding this RFP shall only be through the City's Procurement Division. **No communication is to be directed to any other City personnel, except for locating a site inspection.**

Any communication directed to other City personnel, may result in disqualification of the Proposer's submission.

A.7 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued and made available on BidNet®. It is the responsibility of the Proposer to confirm that they have acquired all addenda related to this solicitation and they have reviewed/complied with the requirements therein.

A.8 ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 90 days from the closing date, and if awarded, through the initial contract period.

A.9 EVALUATION AND AWARDS:

The criteria used for the proposal evaluation and the scoring weights are defined in Section D of this RFP.

Any award as a result of this RFP shall be contingent upon the execution of a City contract.

One award will be made on an "all or none" basis. Prices must be shown for each item listed. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

A.10 PAYMENT CONDITIONS AND NOTICE TO PROCEED:

No performance of any work or shipment of any goods shall proceed the issuance and acceptance of a City Task Order, City Purchase Order and Notice to Proceed by the Awarded Proposer, hereinafter referred to as the Service Provider.

Payment to Service Provider will be due within 30 days after receipt of goods or completion of services and acceptance of a proper invoice. The City may withhold payment due to Service Provider's failure to comply with the PO or because unacceptable goods were delivered as determined by the City's inspection. The City shall notify Service Provider of any unsatisfactory performance as soon as reasonably practical so that it may be corrected before payment is delayed, if possible. Payment alone does not constitute acceptance.

Should final inspection reveal that work accomplished under any resulting purchase order is incomplete, or has not been made in accordance with drawings, specifications and authorized changes thereto, then the Service Provider shall be required to correct or complete the project before final payment will be made.

Under no circumstances will a Service Provider receive payment for work which was not authorized by the City representative and evident by a Purchase Order.

#### A.11 CONTRACT DOCUMENTS:

The City's Sample Contract is included as Exhibit A of this RFP. The awarded Service Provider will be expected to sign a reasonable facsimile of the Contract as presented in Exhibit A of this RFP packet, except that the Contract will be modified to reflect the actual scope of services being provided.

Any exceptions to the Contract documentation will be taken into consideration when evaluating proposals submitted. Proposers should submit any proposed exceptions in a redlined copy of the City's Contract when submitting their proposal. The City reserves the right to reject any or all proposed modifications.

#### A.12 RFP CONDITIONS AND PROVISIONS:

- 1) All participating Proposers, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Proposer in this proposal shall constitute cause for rejection by the Procurement Manager. Exceptions or deviations to this RFP must not be added to the proposal pages, but must be on the Proposer's letterhead and accompany the proposal. Should the City omit anything from this RFP that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Proposer shall secure written instructions from the Procurement Manager at least forty-eight (48) hours prior to the time and date of the proposal opening shown on page one.
- 2) Typographical errors in entering quotations on the proposal may result in loss of award of the contract.
- 3) All Proposers are required to complete all information requested in this RFP. Failure to do so may result in the disqualification of the proposal.
- 4) The City reserves the right to postpone or cancel this RFP, or reject all proposals if determined to be in the best interest of the City.
- 5) The unit price for each item proposed on shall be shown and shall be for the unit of measurement indicated. In case of an error in the extension of prices, the unit price will govern.

- 6) Any omissions as to the manufacturer's brand name, code or stock number, or style that is asked for shall be considered cause to reject any or all items in the proposal if deemed to be in the best interest of the City to do so.
- 7) The Procurement Manager reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items hereon, either in part or whole, if deemed to be in the best interests of the City.
- 8) The successful Proposer, hereinafter referred to as the Service Provider, shall be in complete compliance with all of the specifications, terms and conditions of this RFP as outlined above. The City shall have the right to inspect the facilities and equipment of the Service Provider to insure such compliance.
- 9) No proposal shall be accepted from, and no purchase order or contractual agreement will be awarded to, any person, firm or corporation that is in arrears to the City of Westminster, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the Procurement Manager.
- 10) The Proposer agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the City of Westminster, securing all necessary licenses and permits in connection with the proposals.
- 11) All materials, supplies and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards in all federal, state and local codes.
- 12) The Service Provider shall properly sign and furnish any necessary insurances, Workers' Compensation, etc., as required by the respective proposal within ten (10) days (unless a longer period is allowed) from the date of receipt of the formal contract forms.
- 13) The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therewith or any work subsequent to the submission and prior to the execution of any contract.
- 14) The Service Provider shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

15) The City is exempt from City, State, and Federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

#### A.13 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Service Provider or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City of Westminster employee, the proposal shall be disqualified and shall not be reinstated.

#### A.14 NON-COLLUSIVE PROPOSER CERTIFICATION:

By the submission of this proposal, the Proposer certifies that:

- 1) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other Proposer.
- 2) The contents of the proposal have not been communicated by the Proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- 3) No Proposer shall submit more than one proposal for this purchase. It shall be the responsibility of each Proposer to obtain the prior written permission

of the Procurement Manager before the proposal opening in every situation in which the Proposer, due to a corporate association or other affiliation, may be found to be impermissibly associated with another Proposer. Failure to observe this requirement could result in all such affiliated proposals being rejected.

#### A.15 DISCLOSURE OF CONTENTS OF PROPOSALS:

The contents of all proposals become a matter of public record and a "Record" under the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. ("CORA"). Upon request to the City, the disclosure of Records is mandatory, with the exception of those Records under CORA which are excluded from disclosure, sometimes identified as business or trade secrets or proprietary matters ("Protected Items"). Protected Items so marked may not be disclosed unless disclosure is otherwise required under CORA. If a request is made under CORA for Records, the City will use reasonable efforts to notify the Proposer of the request, and it will be the responsibility of the Proposer to appropriately redact Protected Items from its submittal to the City. If an Proposer does not respond to the City to redact Protected Items as requested all Records may be disclosed by the City. If necessary, an Proposer shall seek a court order to protect their Protected Items and will defend, indemnify, and hold harmless the City from any claim or action related to the City's withholding of Protected Items.

#### A.16 REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Service Provider is required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of the award and contracting.

#### A.17 COOPERATIVE PURCHASING:

The City of Westminster encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions including the Multiple Assembly of Procurement Officials (MAPO) 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 solicitation request, 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 Westminster is not a legally binding party to any contractual agreement made between another governmental entity and the Service Provider as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity

## SECTION B: SCOPE OF WORK/ REQUIREMENTS

### **B.1 INTENT:**

The City of Westminster, hereinafter referred to as the City, is soliciting proposals from qualified firms capable of performing On-Call Utility Infrastructure Repairs.

The City of Westminster desires to execute a contract for pipe, valve, manhole and inlet repair and replacement services for Water, Wastewater, Reclaimed and Stormwater infrastructure (collectively called Utility infrastructure). For each section, water, wastewater, reclaimed and stormwater Utilities, the contractor shall perform both known point repairs or replacements and shall also provide 24 hour on-call response as needed.

### **B.2 TERM:**

It is the City's intention to award this Contract for a term of one (1) year with the option of four (4) 1-year renewals. Any additional Contract extensions shall be in accordance with the City's Procurement Policy.

### **B.3 BACKGROUND**

The first year of the contract shall not exceed \$1,000,000, with a not to exceed value of \$250,000 for each infrastructure component (Water, Wastewater, Reclaimed, and Stormwater). Future years funding is dependent upon annual City Council approval and cannot be guaranteed in advance.

### **B.4 GENERAL MINIMUM REQUIREMENTS**

The Contractor shall provide all personnel, subcontractors, materials, equipment and supplies necessary to complete services included in contract. The following provisions are common to all work performed under this project scope.

1. Contractor shall follow all applicable American Water Works Association (AWWA) and American National Standards Institute (ANSI) standards and rules as it relates to installation and repair of public utility infrastructure.
2. Contractor shall confirm with the Utility whether a right of way permit shall be required for any specific project and follow City Municipal Code for right of way contractor licensing and permitting.
3. The Contractor shall be responsible for obtaining any necessary licenses, fees or permits, including right of way permits, without additional expense to the City.
4. All equipment shall be properly licensed and insured, carry the appropriate permits and be placarded as required by law.

5. Contractor shall provide all traffic control devices and method of handling traffic sketches required. Adequate traffic control must accompany all Contractor activities. Cost must be included in proposed pricing
6. Contractor is responsible for any sales and use tax obligations owed to the city for any work performed within the City.
7. Pavement restoration including asphalt and concrete paving and patching, curb and gutter removal and replacement, and general flatwork replacement
8. All asphalt and concrete work shall conform to City standards and specifications. Standards and specifications can be found on the City's website.
9. Contractor shall clean up all mud and/or debris to the full extent as necessary downstream of any pressure pipe discharges. Contractor shall properly dispose of any soils or debris at no additional expense to the City.
10. Contractor shall check with the appropriate Utility Supervisor to confirm whether the City has any pipes, valves, or supplies on hand that the contractor may use for any repairs or replacements.
11. General site work including clearing and grubbing, excavation of backfill, earth moving, compaction, mulch excavation and soil disposal shall be included in the Contractor's pricing. Cost must be included in proposed pricing.
12. Contractor is responsible for repair or replacement of water distribution, wastewater and stormwater appurtenances such as but not limited to manholes, valves, water meters, air vacs, fire hydrants, cathodic protection, etc.
13. Contractor shall never mix debris or fluids from potable water, sanitary, reclaimed or storm sewer repair operations. Separate equipment must be used for each type of system. If the same equipment is used, that equipment must be thoroughly cleaned before use on any of the other systems and, that cleaning discharge must be disposed of properly. Cleaning of contractor's equipment, waste disposal or any disposal requirements must be included in proposed pricing.
14. The Contractor shall obtain, as needed, a fire hydrant meter from the Utilities Operations Division before commencing any services. No water shall be drawn in the City of Westminster without the use of a City-issued fire hydrant meter. Water shall be furnished by the City of Westminster at no cost to the Contractor. The fire hydrant meter must only be used for City of Westminster work.
15. All work sites must implement appropriate erosion control protections and clean-up site before de-mobilizing. A stormwater inspector must approve the site before contractors de-mobilizes.
16. Contractor shall clean up area of all grit, soils or muck from the project and properly dispose of it. The City must be given copies of any waste profiles used by the Contractor when disposing grit or other materials taken from the City's sanitary or storm sewer mains to area landfills.

17. The Contractor shall meet or exceed all applicable Occupational Safety and Health Administration (OSHA) regulations, including but not limited to, the following:
  - a. Confined Space Entry.
  - b. Hazardous Material and Right to Know Information
  - c. Personal Protective Equipment
  - d. Shoring
18. All response personnel shall have access to, at all times, all necessary equipment needed to enter a confined space or trench, including but not limited to a tripod, harness, mechanical retrieval device, gas detector and shoring.
19. Contractor is responsible for any utility damage and repairs due to unlocated or mis-located utility damages.

## B.5 UTILITY SPECIFICATIONS AND SPECIAL PROVISIONS

Each type of Utility shall have its own specifications and details that the contractor must comply with. Any deviations from the standards and specifications must be approved in writing by the appropriate Utility supervisor. Standards and specifications with detail sheets can be found on the City's website.

### Water Utility Special Provisions

1. Contractor shall not be responsible for electrical repairs or pump repairs.
2. Contractor shall provide all necessary tools equipment and supplies for flushing, testing, chlorination/dichlorination.

### Wastewater Utility Special Provisions

1. Contractor may be called upon to clean up any pollutant discharge from a sanitary overflow, in a stream, gutter or any catchment, such as, but not limited to, stormwater detention ponds where the pollutants were discharged. Any clean-up shall be to the City's Stormwater Administrator or their designee's satisfaction. If instructed by the City, clean up must be performed immediately after all necessary repairs have been finalized and before contractor de-mobilizes from the site.
2. Contractor shall provide all necessary tools equipment and supplies for any by-pass pumping.
3. Contractor shall not be responsible for electrical repairs or lift station repair.
4. Repair or replacement of manhole rings, lids and surrounding asphalt or concrete shall be included in this work.

### Reclaimed Utility Special Provisions

1. Contractor may be called upon to clean up any pollutant discharge from a sanitary overflow, in a stream, gutter or any catchment such as, but not limited to, stormwater detention ponds where the pollutants were discharged. Any clean-up shall be to the City's Stormwater Administrator or their designee's satisfaction. If instructed by the City, clean up must be performed immediately after all necessary repairs have been finalized and before contractor de-mobilizes from the site.
2. Contractor shall not be responsible for electrical repairs or pump repairs.
3. Contractor shall provide all necessary tools equipment and supplies for flushing, testing, chlorination/dichlorination.

#### Stormwater Utility Special Provisions

1. For all storm pipe, manhole, inlet or other stormwater infrastructure repairs or replacements the following specifications shall be followed:
  - a. Westminster Standards and Specifications, latest edition, <https://www.cityofwestminster.us/standardsandspecifications>
  - b. CDOT Standards and Specifications, latest edition <https://www.codot.gov/business/designsupport/cdot-construction-specifications/2022-construction-specifications/2022-specs-book>
  - c. Westminster Drainage Criteria, latest edition <https://www.cityofwestminster.us/Government/Departments/CommunityDevelopment/engineering>
  - d. Mile High Flood District Volume 3, latest edition <https://mhfd.org/resources/criteria-manual>
2. Contractor shall be responsible for cleaning up any pollutant discharge in a stream or any catchment such as, but not limited to, stormwater detention ponds where the pollutants were discharged. Any clean-up shall be to the City's Stormwater Administrator or their designee's satisfaction.
3. Contractor shall report to the City's Stormwater Administrator any occurrence of pollutants entering a receiving stream.
4. Typically, the City does not stock any stormwater pipes, manhole lids, rings risers, grates or any other stormwater infrastructure supplies.
5. Repair or replacement of manhole rings, lids, inlet grates and surrounding asphalt or concrete shall be included in this work.

#### B.6 NON-EMERGENCY REPAIRS AND REPLACEMENTS

Each Utility shall require point repairs or replacements that the contractor shall work through on a Task Order basis during normal business hours 7:00 AM to 5:00 PM Monday through Friday. Refer to Exhibit B for example Task Order.

Non-Emergency Repair or Replacement work performed before 7:00 AM or after 5:00 PM Monday through Friday or on weekends shall not be paid overtime or

regarded as On-Call Emergency response in any way. No Task Order work is allowed on Federal Holidays.

All Non-Emergency repairs or replacements shall be managed through a Task Order process for each location and type of Utility work. The Contractor shall prepare all Task Orders for the City's review. Task orders shall include plan of work, schedule, and cost estimate. Task order services must be fully completed within 30 days of receiving the specific Task Order notice to proceed. The intent of this work is point repair and not linear pipe replacements. The City understands there may be instances where several linear sections of pipe may need replacement and expects that scenario to be out of the ordinary for the purposes of this project. If this linear repair scenario is encountered the City's Utility person shall determine if the project shall be performed by the contractor. Design drawings for these point repairs typically shall not be provided.

Each Task Order form must include a start and completion date, schedule of values, total cost, and a general summary of work. Subsequent supporting documentation pages shall include the Contractor's quote, project schedule, cost details supporting total project cost including hourly labor rates, equipment rates, material quotes as required and subcontractor quotes as required. Quotes from sub-contractors must be included in each Task Order as applicable.

#### B.7 EMERGENCY ON-CALL 24-HOUR

These services are considered to be urgent and shall require the contractor to respond to city emergency call-outs 24 hours-a-day, 365/366 days-a-year verbally within one (1) hour of being contacted. Contractor shall then have three (3) hours to mobilize to the site and 24 hours to substantially repair or stabilize the issue. A Task Order is not required for emergency repairs. The City understands that each urgent scenario shall be different. Contractor and City shall collaborate on the best approach to stabilize, secure, then repair under urgent circumstances. The City has final authority and contractor shall follow City direction under these circumstances. Public health/safety and regulatory requirements shall govern. Design drawings for these repairs shall not be provided. In some instances, once an issue has been stabilized and secured, the City may instruct the Contractor to repair the problem under Non-Emergency Task Order process and not under Emergency repairs.

#### B.8 PRICING:

Task Order schedule of values pricing shall be based on the Price Schedule incorporated into the Master Agreement.

All prices quoted shall be formatted as shown in Exhibit C. Do not include cost or price figures anywhere except in the defined cost and pricing section of Section C.5.

All rates and mark up must reflect 2024 costs. Awarded contractor will be allowed to annually negotiate their pricing for the year with each new term. Contractor's rates will not change during the year. Pricing increases must be submitted to the City within 90 days of the term expiration. The City will reject any contract renewal if it deems any annual pricing is out of line with market conditions.

Unit price for each item proposed on, shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

#### B.9 INVOICING:

Contractor shall invoice each type of Utility separately and shall be paid separately. Contractor shall send invoices to the appropriate Utility supervisor as needed.

#### B.10 INSURANCE REQUIREMENTS:

The Service Provider shall carry the insurance specified in the Services Contract, which is included with this RFP, and shall submit proof of such insurance when delivering the executed Contract to the City of Westminster.

The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent to the Project Manager after the project has been awarded.

#### B.11 SURETY BONDABILITY LETTER:

All proposing contractors are required to submit proof of bonding as part of their proposal, to ensure that contractors have the financial capacity to fulfill their contractual obligations. The letter should contain the following information:

- a) Licensed to do business in the City of Westminster, Colorado,
- b) How long the bond company has been providing bonding for the contractor,
- c) Rated "A" or better by a recognized rating agency,
- d) Listed on the U.S. Department of the Treasury's Listing of Approved Sureties,
- e) Provides the single and aggregate bond limits that the bond company will support the contractor,

Failure to provide valid and acceptable proof of bonding may result in the rejection of the proposal.

#### B.12 PAYMENT AND PERFORMANCE BONDS:

The Vendor will be required to furnish a payment and performance bond or, in the alternative, an irrevocable letter of credit from a local financial institution, in the amount of the work listed on the task order if a Project exceeds \$50,000. A Project will consist reasonably related Work at a location assigned by one or more Task Orders. If a performance bond is furnished by the Vendor, it must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed.

If the Successful bidder fails to execute and deliver the Construction Contract, furnish the required evidence of insurance, or satisfy all conditions precedent to execution of the Construction Contract within ten (10) days of the date of Notice of Award, Owner may annul the Notice of Award and the Bid Security of that bidder will be forfeited, not as a penalty, but as liquidated damages to compensate the City for the cost of delay and also as an estimate of the difference between the successful bidder's bid and that of the next lowest acceptable bid. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City (a) until seven (7) days after the effective date of the Construction Contract or (b) until the bids expire, whichever is earlier.

A performance bond may be used in place of Surety as required for obtaining a Class D Right of Way contractor license (City Code Title 5, Section 5-7), all other licensing requirements apply.

### B.13 LIQUIDATED DAMAGES

It is the City's intent that liquidated damages may be established based on the project. By submitting a bid response, the contractor is acknowledging that the City reserves the right to establish liquidated damages criteria on task order requests. If the Vendor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Vendor.

The City and the Vendor recognize that time is of the essence in this Construction Contract and that the City may suffer financial loss if the Work is not substantially completed within the time specified on the Task Order(s), plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Vendor agree that as liquidated damages for delay (but not as a penalty) the Vendor shall pay the City an amount identified on a Task Order for each day that expires after the time specified in the Task Order until the Work is complete. By signing the Task Order, Vendor agrees that this is a reasonable estimate of the

damages likely to be suffered by the City for late completion of the Work. If the Vendor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Vendor.

**B.14 DELIVERY CONSIDERATIONS:**

Prices quoted shall be F.O.B. From Supplier deliver to City of Westminster, Municipal Services Center, 6575 W. 88<sup>th</sup> Avenue, Westminster CO 80031. unloaded and installed.

**B.15 WARRANTY GUARANTEE:**

Proposer shall be fully responsible for any and all warranty work for one (1) year, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, bidder shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Bidder shall respond to requests for warranty assistance within twenty-four (24) hours.

**B.16 SPILLAGE:**

Bidder will be responsible for the cleanup of any contamination or spillage resulting from the delivery and unloading within twenty-four (24) hours of such spillage.

**B.17 PATENTS:**

Seller agrees to defend the City of Westminster at seller's own expense, in all suits, actions or proceedings in which the City of Westminster is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City of Westminster's use of the goods purchased as a result of this Invitation For Bid. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City of Westminster.

Seller agrees to indemnify and hold harmless the City of Westminster from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City of Westminster's purchase and use of goods supplied by the seller.

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

## SECTION C: PRICING / PROPOSAL ITEMS

### C.1 GENERAL SUBMISSION INFORMATION:

This section shall include detailed instructions on the submittal requirements for all required documents and pricing. Proposers should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

The City will not increase the contract (either dollar amount or time) for items not included in the submitted proposal documents.

### C.2 CHANGES:

All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the Proposer to supply at no additional charge to the City.

### C.3 MODIFICATION AND WITHDRAWAL OF PROPOSAL:

Proposals submitted early may be modified or withdrawn, subject to the Procurement Manager's discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.

Once submitted, a proposal becomes City property. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

### C.4 PROPOSAL CONTENTS AND FORMAT:

Each bid should not exceed 15 pages of text and figures. Cover letters, resumes and exhibits to the bid do not count toward the bid page limit.

All proposals must be in either Microsoft Word or an original PDF (not a scanned copy) as well as Excel when specified.

Proposals must specifically include the following, at a minimum and must be submitted electronically with all proposals:

1. **Project Approach.** Proposer must submit a detailed narrative describing their understanding of these project objectives and outlining their approach to it. Proposer must acknowledge they have the resources and experienced

personnel to provide both Emergency and Non-Emergency infrastructure repairs and replacements.

2. **Company Qualifications.** All Proposers must submit written evidence of their qualifications to perform the work. Include the following information, at a minimum:
  - a. A narrative describing similar work, including names of the entities
  - b. Key team members and their qualifications
  - c. In the past five (5) years, describe any past or present civil or criminal legal investigations, pertinent litigation and/or regulatory action involving your firm or its employees that could have an impact on your role or ability to serve the City.
3. **Resources and Availability.** All Proposers must submit written evidence of their access to the equipment necessary to perform work in a timely manner, especially in the case of an emergency repair.
4. **Cost Schedule.** Unit Costs shall include all costs and expenses.
  - a. Submit a fee schedule in a Microsoft Excel spreadsheet, separate from the written proposal, following the example provided in Exhibit C.

**The following will be evaluated but not scored**

5. **References.** Recent and relevant project experience in the Colorado region for projects of similar size, scope, and complexity.
  - a. Three references for previous work on similar projects within the last five (5) years; include contact person, e-mail address, and telephone number.
6. **Proposer Certification Form.** Proposers must complete and submit the attached complete Certification Form with their proposal, signed by an authorized representative.
7. **Sample Contract Redlines.** (if applicable)
8. **Certificate of Good Standing from the Colorado Secretary of State's Office.**
9. **Subcontractor List.** Proposers will be required to establish to the satisfaction of the City the reliability and responsibility of any proposed subcontractor pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the City will notify the Proposer in writing if the City has reasonable objection to any proposed subcontractors. In this event, Proposer may, at its option,
  - a. withdraw its proposal, or

- b. submit a substitute subcontractor acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

SECTION D: EVALUATION AND AWARDS

D.1 EVALUATION OVERVIEW:

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, immigration status, gender identity or expression, sexual orientation or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the criteria listed in section D.2.

Based on the preliminary review of the proposals, Proposers may then be interviewed prior to selection.

D.2 PROPOSAL EVALUATION ITEMS:

The Selection Committee will perform a preliminary evaluation of each proposal using the following criteria and weighting:

	<b>Evaluation Criteria</b>	<b>Weight</b>
1	Project Approach	20
2	Company Qualifications	35
3	Resources and Availability	20
4	Cost Schedule	25
	<b>Total</b>	<b>% or points</b>

D.3 AWARD OF PROJECT:

In evaluating proposals, the City shall consider the qualifications of the Proposers, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject the proposal of any Proposer who does not pass any such evaluation to the City's satisfaction.

The award for this RFP will be made to the proposal(s) that offers the best value to the City, as determined by consensus of the Evaluation Committee, in accordance with Westminster Municipal Code (W.M.C.) Title XV, Chapter 1, Section 15-1-5.

If the Contract is to be awarded, the City will give the Service Provider a notice of award within 60 days of the RFP.



# Proposal

On-Call Utility Infrastructure Repairs RFP

Solicitation Number – RFP – PWU – 24 – 445

City of Westminster

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Re: Solicitation Number – RFP – PWU – 24 – 445

Dear Proposal Review Committee,

Based in Littleton, CO, C&L Water Solutions, Inc. opened its doors in 1979, and has become well known as a heavy civil utility contractor providing 24/7/365 service for water, sewer and storm sewer installation, repair and rehabilitation services for cities and municipalities throughout Colorado and most of Utah. Originally focused on open-cut methods and being an on-call provider for over 40 water and sewer districts and cities, we have incorporated ourselves as a leader of the latest technologies in the trenchless industry. In late 2023, we are proud to announce that we were acquired by Aegion/Insituform as part of a mutual initiative to have the ability to provide a deeper and more comprehensive offering of products and services.

We feel we are an excellent fit for the scope of work and contractor the City is looking for. Our qualifications include but are not limited to:

1. On-call emergency response (24/7/365) for water and sewer: we carry 5 fully equipped crews to respond to emergencies and non-emergencies of any size with a fleet of our own equipment, shoring, inventory of standard repair parts and pipe as well as bypass pumps and pipe. We are also headquartered close to the City, within 1 hour.
2. Open Cut Services for water, sewer and storm.
3. Repair crews for maintenance, inspection and repair of water and sewer appurtenances.
4. UV CIPP Lining – Gravity and NSF Pressure Liners: Over 1,000,000 LF of 6" to 72" installed to date, the most in the U.S. for UV CIPP. This includes carrying a stock of liners in common dimensions for emergency response.
5. Pipe bursting for Water and Sewer, using both static and pneumatic methods: Over 18,000 LF installed to date.
6. Lateral Connection Rehabilitation: Over 2,000 lateral connections and associated lengths of lateral pipes rehabilitated or chemically grouted to date.
7. Geopolymer Cast in Place pipelining and manhole lining for larger diameter storm sewers and manhole structures.
8. Manhole Rehabilitation: Over 100 fiberglass or polymer inserts installed to date with dozens of other structures coated with epoxy coatings.
9. Slip lining with GRP, HDPE Pipe: over two dozen specialty slip-line projects of various diameters up to 84" completed.

This is what separates us from our competition. We are positioned to provide multiple services under one roof to drive value up and costs down.

Thank you for this great opportunity to continue our relationship with the City, and we look forward to working with you in the future!

Very Sincerely,



## A. Project Approach.

C&L Water Solutions understands the objectives of the City. Since 1979, the company has been in the business of providing the exact services the City is requesting through this RFP. The core of the C&L model has been to support both local water and sewer districts and larger Cities around their infrastructure maintenance, repair, asset replacements, operation, and rehabilitation. We are not a traditional open cut company; our focused setup and company culture revolves around emergency (24/7/365) and non-emergency response for infrastructure operations and maintenance.

Through the presentation of this RFP, our intention is to provide the City with a clear picture of the following:

1. We are well qualified for the work requested, to include having class 1-4 operators on staff.
2. The company has more than 40+ customers that utilize us for the exact requirements laid out in this RFP. References shall be provided with many additional, if requested.
3. C&L is specifically equipped with both the personnel, technology, on-call response systems and equipment to support the efforts required by this RFP. We purposefully shy away from private and large open cut projects which may detract resources away from being able to respond to our on-call clients.
4. We are a vertically integrated solution provider. C&L began providing trenchless services in 2007. Since that point we have incorporated into a leading provider in most of these services which make them available to our clients on both a non-emergency and emergency basis. See – “Service Offerings.”

### Project Approach Outline:

Our approach to our projects, whether they are a T&M based emergency or a non-emergency project requiring the repair, replacement, or rehabilitation of an asset are produced in the following manner:

1. Utilizing our “Proven Process” to discover and solve problems together. See “Figure 1 – C&L’s Proven Process.”

## 2. Be stewards to our community and the environment.

- a. Your customers are our customers. We demand that our teams be courteous in even the most difficult of moments when encountering the public. We recognize that construction is never convenient for the public and we should conduct ourselves to a higher standard.
- b. The environment should be protected for our future. Leave it and restore it as we found it. This means we install erosion control, use silt bags, chase the mud down, and clean equipment from job type to job type.

## 3. Being prepared.

- a. Come to the job prepared to handle the situation. We carry large inventory of brass, pipe, repair clamps, sewer fittings etc. to handle most repairs. We also carry standard pipe bedding materials in yard for squeegee,  $\frac{3}{4}$ " crushed rock, road-base, and crusher fines.
- b. Our crews and their equipment are specifically equipped to handle emergencies and isolated spot repairs. The crew comes standard with safety in mind to include on board shoring systems, air compressors, generators, rubber-tired backhoes, tandem dump trucks, breakers, dewatering pumps, specialized tools such as snap cutters for AC pipe, Chlorine and more.

## 4. Process matters.

- a. We are flexible to turn-key the entire project or handle only the portions you don't want to. Our service division manager and their team support the project from:
  - i. Taking the call (24/7/365), inclusive of responding onsite with the owner's representative.
  - ii. Notifications
  - iii. Scheduling
  - iv. Permitting
  - v. Subcontractor coordination, including after hours:
    1. Traffic control
    2. Surface Restoration
    3. Flow/flash fill
    4. Erosion, landscaping and seeding
    5. Cathodic protection, etc.
  - vi. Locates and 811 coordination.
  - vii. Dispatch of the crew to include materials and equipment required.
  - viii. Coordination with the City.
  - ix. Follow-up and management of the crew
  - x. Close-out and billing of the job.

5. Response.

- a. C&L has been responding to emergencies during normal business hours and after hours since its inception (see "Willows Letter"). We have on-call managers with 20 to 30 years of experience with C&L, and crews available 24/7, including holidays. Our phone system provides our customers with on-call options for emergencies and allows our managers to respond nearly immediately. If in an after-hours condition a crew is requested, they are dispatched immediately. During business hours, we respond as soon as possible. Sometimes we need to make an active job safe to leave, however, we will respond as soon as we can that day. Should there be a failure with our primary call system, all our customers are provided with personal cell phone numbers of all our managers and foremen who would respond onsite.

6. Synergistic Relationships.

- a. Being an on-call services provider for the water industry can be difficult. Our desire is to provide the best service possible. We strive to develop relationships that are cooperative. We want to understand your needs and respond to those needs. To do so, we must have daytime work orders to feed our crews as we cannot stay in business on emergency-response alone.



Figure 1 - C&L's Proven Process

## B. Company Qualifications.

Please see below for a list of general service offerings, detailed narratives, photos, similar work references and resumes.

### 1. Services

#	Description	Experience (yrs)	Self-Perform/Sub
1	<b>Open Cut</b> - Full replacements, installs, asset repairs and replacements.	44	Self-Perform
2	<b>Services Division</b> - Leak location, asset inspection, repair, and maintenance, hot taps, line freezing.	44	Self-Perform
3	<b>24/7/365 Emergency Response</b> - All Services	44	Self-Perform
4	<b>Vacuum excavation and other services</b>	34	Self-Perform
5	<b>UV Cured CIPP</b> - Fiberglass Based Liners	17	Self-Perform
6	<b>UV Cured CIPP - Pressure-</b> Fiberglass Potable (NSF) and Pressure (Non-NSF)	8	Self Perform
7	<b>Pipe Bursting</b> - Water and Sewer, static and pneumatic	17	Self-Perform
8	<b>Slip Lining</b> - Fusible PVC, HDPE, FRP Pipe, storm and sewer	13	Self-Perform
9	<b>Chemical Grouting (Grout Truck)</b> - Pipe Joints, Laterals and Structures	13	Self-Perform
10	<b>Lateral Connection Rehabilitation</b> - LMK T-Liner and UV Cosmic Process for connections and lateral pipe lining	17	Self-Perform
11	<b>Lateral pipe lining</b> - Residential or Commercial from the cleanout using steam or LED cure	7	Self-Perform
12	<b>Manhole Rehabilitation</b> - Structural Inserts, Epoxy coating, and Geopolymer coating.	11	Self-Perform
13	<b>Cured in Place Point Repairs</b> - Sectional Trenchless Repairs 6" to 60"	12	Self-Perform
14	<b>Close Tolerance Pipe Slurification</b> - EPA Approved Full Length AC Pipe Replacement	1	Self-Perform
15	<b>CCTV and Cleaning</b> - We perform some in house and subcontract major items.	44	Self-Perform/Sub
16	<b>Bypass Pumping and Dewatering systems</b> - In house, turnkey up to 30 MGD, deep well, eductor dewatering. Fast Hose Deployment Systems 4" to 8" - Emergency Response.	18	Self-Perform/Sub
17	<b>Hot Tap Valve Insertion</b> - Plug and resilient wedge types, diameters up to 60" - Stock on hand for quick response.		Culy Contracting - Sister Company
18	<b>FRP Layup Lining</b> - Carbon Fiber or Fiberglass reinforced advanced composite systems for large diameter pipelines.		Fibrwrap Construction - Sister Company
19	<b>Cathodic Protection Services</b> - Largest CP provider in the country.		Corrpro - Sister Company
20	<b>Steam or Hot Water</b> - Steam or hot water inversion felt lining - 6" - 120" Gravity and NSF pressure		Insituform Technologies - Sister Company

## 2. Detailed Narratives

### a. Underground Water Infrastructure Replacement or Rehabilitation

C&L has been replacing, installing and rehabilitating various diameter water pipeline infrastructure since its inception in 1979. Some items that may stand us apart are:

- i. We have the in-house capacity and components to run temporary bypass for potable water.
- ii. We have the required materials and equipment for disinfection of the lines to include swabbing of repairs, entire line slugging and flushing.
- iii. We have experience in running advanced condition assessment technology such as Sahara from Pure Technologies.
- iv. C&L has experience using static pipe bursting for trenchless replacement of water lines.
- v. C&L has the capability to line high pressure potable waterlines from 8" to 54" with an NSF 61 approved CIPP liner, all within its own resources.
- vi. We love complicated vault and pipe projects for PRVs, Butterfly Vaults, Pump Stations, Etc.

### b. Repair or Replacement of Utility Appurtenances

- i. We have Class I to IV operators on staff, and several districts under our responsibility and charge.
- ii. C&L routinely performs appurtenance replacement/repair programs for our customers, to include but are not limited to:
  1. Valves R&R and Valve Packing Repairs – All valve types
  2. Blow-offs – all types
  3. Water Meters (all sizes) and Water Meter Transponders/Replacement programs or repair.
  4. Service Line Pulling/Replacement - Lead/Poly etc.
  5. Backflow Preventers/RPZ Devices
  6. Fire hydrant component repairs and partial/full replacements
  7. PRV Repairs/Replacements
  8. AC pipe removal and repairs
  9. ARV Repairs/Replacements
  10. Cathodic Protection – Annode Replacement/New Install
  11. Repair Clamp use, all types
  12. Sewer lift station repairs, all pumps (turbine, centrifugal etc), soft starts/VFDs, and power sources
  13. Pump Stations
  14. Sewer Repairs/Manhole Repairs/Replacements
  15. Turnkey Bypass Pumping/Temporary Water
  16. Potholing
  17. Line Freezing
  18. Appurtenance Inspections and Maintenance/Exercise/Flushing Programs. We do utilize de-chlorination diffusers for any flushing we provide.

### c. Construction of New or Rehabilitation of Wastewater Systems

- i. C&L has extensive experience with removal and replacement and new construction of sanitary sewer pipelines and service connections.
- ii. Some items that may also stand us apart from our competition are:

2. We run our own entire bypass systems up to 30 MGD with our own pump and pipe. We also have fast deployment systems for our 8" EPDM hose systems for bypass up to 2000 GPM. This is very handy for emergency bypass conditions.
3. We are experienced with open cut sewer point repairs to depths of 40 feet.
4. We have UV cured CIPP Lining capabilities in house. We carry a revolving 6-month inventory of CIPP liner in 8", 10" and 12" for emergency response for on-call purposes. Having the option to dig, pipe-burst, or CIPP line within the same project provides options and cost saving flexibility.

d. Construction of New or Rehabilitation of existing Stormwater Management Systems

- i. As a company, we have many existing on-call and service agreements with stormwater related agencies such as Douglas County.
- ii. We are on-call and bid on various storm water projects for our clients, of which projects have included but are not limited to:
  1. Hazardous material spill mitigations – depending on the spill type, we utilize certified and licensed subcontractors to aid in the cleanup of these projects. We have experience with small SSOs to large overflows affecting buildings and residents.
  2. Detention/Retention Facilities
  3. Storm water pipe installations to include RCP/CBC/CMP/ADS and Ductile Iron Pipe.
  4. Storm water pre-cast and cast-in place structures and vaults to include inlets, junction boxes, diffusion structures, vortex vaults, manholes, channel-work, rip-rap (grouted and soiled), and erosion control implements.

### 3. Project Photos

a. Water System Installations and Water System Repairs



Figure 2: Open Cut Water Line R & R.

Figure 3: Water Line Install with Trencher



Figure 4: Temporary Water Example



Figure 5: Butterfly Valve Vault Install



Figure 6: Large Diameter Water Repairs



Figure 7: Valve Repairs/Replacements



Figure 8: PRV Installation



Figure 9: Fire Hydrant Replacement

b. Sanitary Sewer System Installations and Sewer System Repairs



Figure 10: Lift Station Refurbishment



Figure 11: Remove and Replace



Figure 12: Manhole Installations



Figure 13: Emergency Sewer Repair



Figure 14: In-house bypass services

c. Storm Sewer System Installations and Storm System Repairs



Figure 15 + 16: Large Diameter Storm Sewer Repairs



Figure 17 + 18: Storm Sewer - New Installations



Figure 19: Sliplining of CMP Storm



Figure 20: UV CIPP Lining of CMP Storm

d. Trenchless Solutions

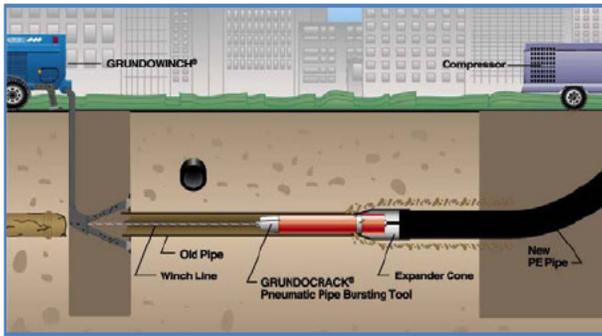


Figure 21: Pipebursting



Figure 22: Lateral Seals

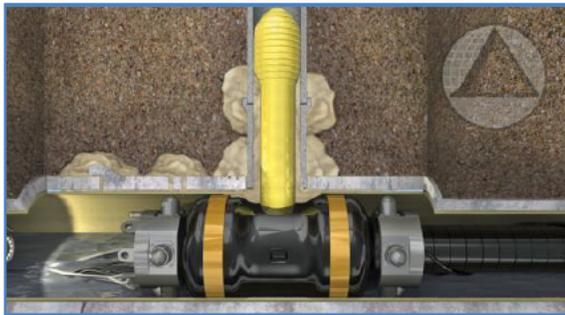


Figure 23: Chemical Grouting



Figure 24: Manhole Rehabilitation



Figure 25: UV Cured MH Rehab



Figure 26: LED Lateral Lining



Figure 27: UV Cure CIPP/Pressure and Gravity

e. On-Call Response 24/7/365



Figure 28: Emergency Valve Repair



Figure 29: Water Break Layout and Crew Setup



Figure 30: Emergency Response Water Break



Figure 32: Operations, Inspections and Maintenance



Figure 31: PVC Inventory Example

f. Entity and Contract Type

#	Entity	Contract Type
1	Bear Creek W&S District	O&M On-Call (24/7/365)
2	Bancroft-Clover W&S District	Maintenance On-Call (24/7/365)
3	Centennial W&S District	Maintenance On-Call (24/7/365)
4	Cherryvale Sanitation District	O&M On-Call (24/7/365)
5	Cherry Creek Village Water	O&M On-Call (24/7/365)
6	Cherry Creek Valley W&S	O&M On-Call (24/7/365)
7	Country Homes Metro District	O&M On-Call (24/7/365)
8	City of Englewood Utilities	ID/IQ On-Call (24/7/365)
9	East Lakewood Sanitation	Maintenance On-Call (24/7/365)
10	City of Fort Collins	ID/IQ On-Call (24/7/365)
11	Grant W&S District	O&M On-Call (24/7/365)
12	Inverness W&S	Maintenance On-Call (24/7/365)
13	Lakehurst W&S District	Maintenance On-Call (24/7/365)
14	City of Littleton	ID/IQ On-Call (24/7/365)
15	City of Longmont	ID/IQ On-Call (24/7/365)
16	City of Loveland	ID/IQ On-Call (24/7/365)
17	Northern Douglas County	O&M On-Call (24/7/365)
18	North Lincoln W&S District	O&M On-Call (24/7/365)
19	Platte Canyon W&S District	Maintenance On-Call (24/7/365)
20	Roxborough W&S District	Maintenance On-Call (24/7/365)
21	Southgate Water District	Maintenance On-Call (24/7/365)
22	Southgate Sanitation District	Maintenance On-Call (24/7/365)
23	South Sheridan W&S District	O&M On-Call (24/7/365)
24	Southwest Suburban	O&M On-Call (24/7/365)
25	Southwest Metro W&S	Maintenance On-Call (24/7/365)
26	Stonegate Village Metro W&S	Maintenance On-Call (24/7/365)
27	Thunderbird W&S District	Maintenance On-Call (24/7/365)
28	Valley Sanitation District	Maintenance On-Call (24/7/365)
29	City of Wheat Ridge	ID/IQ On-Call (24/7/365)
30	Willows Water District	O&M On-Call (24/7/365)
31	Willowcreek HOA	O&M On-Call (24/7/365)

g. Key Team Resumes



**Christopher Larson**  
Operations Manager

<u>EDUCATION &amp; TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
University of Denver, RECM, BS	<b>Board Chairman and President, Rocky Mountain Chapter of NASTT.</b>	Swirvine Nyrienda City of Aurora 303-886-9464
Safety Training	<b>Board of Directors – International Light Curing Association</b>	Chris Knott BT Construction 303-591-7936
UV CIPP	16 Years of Construction Experience	Bart Sperry District Engineer NTM W&S 303-279-2854
HDPE Fusion	12 Years of Management Experience	
NACE Level 1 Cert	National Ralston Young Trenchless Professional Award	
PACP/MACP		
Osha 10		
State Operators Licenses		
Level 1 Sewer Collections Water Distribution Cert		

**Career Notes:** Chris has been instrumental in staging the company’s operations. He is in charge of new technology implementation, client consultation and alternative procurement strategies. He has managed open cut and trenchless projects ranging in size from \$20,000.00 to over \$6,000,000.00



**Danny Braning**  
Vice President of Operations

<u>EDUCATION &amp; TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
Safety Training	2009 to Present C&L Water Solutions	Scott Rafferty City of Northglenn 303-598-1204
EMT Training	Vice President of Operations	Luis Tovar Mulhern MRE 303-549-4538
Wildland Fire	2004 to 2009 Grant Miller	
Protective Systems	Estimator/PM	
Soil Identification	<b>2000-2004 Arapahoe Utilities Infrastructure</b>	
SCBA Training	<b>Ran 4 Pipe Crews</b>	
Osha 10		
HIT Training		

**Career Notes:** Since coming on board in 2009, Danny has brought C&L to a new level with his expertise in managing multiple large, deep and wet projects. His pipeline experience over the years is unrivaled and he is our “trouble shooter”. Danny brings the

Resumes Cont.



**Tracy Stenger**  
Project Manager

<u>EDUCATION &amp; TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
University of Arizona, Construction Management Degree	YP Member of NASTT	Noah Allison Boxelder Sanitation 970-567-3005
Safety Training UV CIPP Osha 30 Avanti Grout School LMK Certification SCBA Trained	7 Years of Management Experience – C&L	Bill Taylor City of Longmont 303-651-8366
		Bart Sperry District Engineer NTM W&S 303-279-2854

**Career Notes:** Since beginning her career with C&L, Tracy has grown into one of the industries' most proficient and customer service orientated project managers. She takes our customers and her projects to heart. There is not a single customer who could be referenced that would not glow about Tracy. Now managing all of Colorado's trenchless crews, she is more than capable of taking on the most complex projects all with the City's needs in mind.



**Christopher Jones**  
Project Manager

<u>EDUCATION &amp; TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
Confined Space Entry Protective Systems Training Soil Identification Training Trench Safety Training Rigging and Hand Signals Asbestos Training	2001 to Present – C&L Field Foreman/PM	Jan Walker Bear Creek W&S 303-986-3442
	19 Years of Experience with C&L	

**Career Notes:** Chris Jones is C&L's trouble shooter, he understands the repair and appurtenance side of the water business better than most. His experience includes working on 25 – 50 year infrastructure asset replacement programs, pulling over 25,000 LF of poly service piping, 250 Vault and meter pits.

Resumes Cont.



**Albert McGough**  
Safety Manager

<u>EDUCATION &amp; TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
So. Illinois University	2016 to Present – C&L Safety Officer	Swirvine Nyrienda City of Aurora 303-886-9464
BS in Work force Education	1996 to 2016 – United States Airforce	Steve Kovach COO, PCL Construction 303-886-9464
Safety Training	Decorated Airforce Tech-SGT	
COSS -2017	NCO of the Year Award	
COSM – 2018	Oversaw Occupational Health Program at Stations.	
Airman Leadership School - 2001		
Non Commissioned Officer Training - 2001		
OSHA 40 and 10		

**Career Notes:** Albert has provided C&L with a new level of commitment to safety. Just as serious as he took his career in the US Air Force, Al has found a way to connect with our crews in a way where safety is fun and is a part of the culture here at C&L. Al has worked hard at our safety program and it shows. In 2018 we were a National Circle of Safety winner through Pinnacol Assurance.



**Tony Richard**  
Superintendent

<u>EDUCATION &amp; TRAINING</u>	<u>EXPERIENCE/ QUALIFICATIONS</u>	<u>REFERENCES</u>
Safety Training	2010 to Present – C&L Water Solutions	Bill Taylor City of Longmont 303-651-8366
UV CIPP	Foreman Utility Projects	
HDPE Fusion	33 Years of Construction Experience	Noah Allison Boxelder Sanitation 970-567-3005
NACE Level 1 Cert		
PACP/MACP		
Osha 10		
Sewer Shield Certification	2008 to 2010 PAI Construction	
FPVC Certification		

**Career Notes:** If you've ever met good pipe layers, you would know they are a different breed. Tony is one of those "pipe guys". C&L is incredibly fortunate to have someone as knowledgeable and experienced as Tony. He comes from a long background of laying pipe for a living and has since adapted and become proficient at just about every technology C&L has to offer. He has 33 years of pipe experience and more than 9 years of experience with manhole rehabilitation, pipe bursting and CIPP.

- h. **Legal Proceedings or Regulatory Items:** “In the past five (5) years, describe any past or present civil or criminal legal investigations, pertinent litigation and/or regulatory action involving your firm or its employees that could have an impact on your role or ability to serve the City.” – **Response: None known.**

**C. Resources and Availability.** All Proposers must submit written evidence of their access to the equipment necessary to perform work in a timely manner, especially in the case of an emergency repair.

Crew Resources	Crew Quantity	Availability
On-Call Repair Crew – 4-man with rubber-tired backhoe, crew truck with tool/shoring trailer and tandem dump truck.	5	On-Call 24/7/365
Locate and Inspection Crew – 1-2 man with crew truck, vac trailer, wachs trailer etc.	2	Available as scheduled
Trenchless Crew – 5-7 man with UV or other trenchless equipment	2	Available as scheduled
Trenchless Service Crew – 4 man with manhole rehab, chemical grout or service connection equipment etc.	1	Available as scheduled

**D. References.**

<b>Reference 1 – City of Thornton Valve Replacement Program</b>	
Owner’s Name	City of Thornton 2020-2022
Description of Work	Over 100+ Valve cut-ins throughout various areas of the City, including complex and dangerous intersections.
C&L Staff	Tim Cain; Superintendent, Danny Braning; PM, Pat Riggs; Foreman.
Owner Reference	City Project Manager: Kristin Schwartz -720-977-6208 – Kristin.schwartz@thornton@thorntonco.gov City Utility Maintenance Supervisor: Steve Crow - 720-977-6553
<b>Reference 2 – City of Longmont On-Call</b>	
Owner’s Name	City of Longmont 2010 to Present
Description of Work	CIPP Lining, Pipebursting, Open-Cut, Maintenance, Raw Water Pressure Pipelining with NSF Resins and Emergency On-Call.
C&L Staff	Tracy Stenger, PM; Chris Larson, COO; Mike Robling, Superintendent; Tony Richard, Superintendent
Owner Reference	Andrew Carroll, PE – 970-214-3119; Andrew.carroll@longmontcolorado.gov

<b>Reference 3 – Bear Creek Water and Sanitation District – O&amp;M Contract</b>	
Owner's Name	Bear Creek W&S District 1984 - Present
Description of Work	Emergency On-call, Locating Service, Operations and Maintenance, Repairs and Replacements for water and sewer.
C&L Staff	Christopher Jones, PM; Pat Riggs, Foreman; Tim Rush, Foreman; Kenny Borst, Foreman
Owner Reference	Jan Walker, District Manager – 303-986-3442; janwalker@bearcreekwater.org
<b>Reference 4 – Douglas County On-Call</b>	
Owner's Name	Douglas County
Description of Work	Emergency On-call, Lining work, and Stormwater infrastructure installations.
C&L Staff	Danny Braning, PM; Tracy Stenger, PM. Tony Richard, Super
Owner Reference	Debra Kula, PE – 303-518-4817; dkula@douglas.co.us

PRIMARY CONTACT INFORMATION

RFP Contact:  
Christopher Larson  
clarson@clwsi.com  
720-980-6501 – C  
303-791-2521 - P  
12249 Mead Way  
Littleton, CO 80125  
[www.clwsi.com](http://www.clwsi.com)

October 10, 1983

Mr. Larry Larson  
C & L Backhoe Excavating  
588 Helena Circle  
Littleton, Colorado 80124

Dear Larry:

Thank you, it often times goes unsaid even though we think it. We would like to take this opportunity to thank C & L Backhoe Excavating along with yourself and Chris for all of those extras that you do for us. It is very enjoyable to do business with a company whose integrity and honesty is the motto of the company. We have never hesitated in recommending C & L to other Districts or homeowners.

One of your best representatives is Loyd Mouchet. His loyalty to C & L and to Willows Water District when he is working for us is very refreshing. When Loyd goes out on a job, it is an accepted fact that he will be fair to both the District and the homeowner/builder. We have gotten many compliments from our customers and the builders on the job that Loyd does. As of yet, we have never received a complaint nor have we ever detected a mistake on his part.

Again, thank you for all those nights that you have been called from your bed to answer a call, and all of those Bronco games you have missed because of a main break. Your consideration has not gone unnoticed.

Sincerely,

The Willows Water District staff  
Khanh, Paul & Vicki

# APPENDIX

- E. **Cost Schedule.** Unit Costs shall include all costs and expenses.
  - a. Submit a fee schedule in a Microsoft Excel spreadsheet, separate from the written proposal, following the example provided in [Exhibit C](#).
  
- F. **Proposer Certification Form.** Proposers must complete and submit the attached complete Certification Form with their proposal, signed by an authorized representative. [Attachment 1](#).
  
- G. **Sample Contract Redlines.** (if applicable) - [Not Applicable](#).
  
- H. **Certificate of Good Standing from the Colorado Secretary of State's Office.** Bonding Letter, and Insurance Example [Exhibit D](#).
  
- I. **Subcontractor List.** Proposers will be required to establish to the satisfaction of the City the reliability and responsibility of any proposed subcontractor pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the City will notify the Proposer in writing if the City has reasonable objection to any proposed subcontractors. In this event, Proposer may, at its option,
  - a. withdraw its proposal, or
  - b. submit a substitute subcontractor acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal. [Attachment 1](#)



In addition, by submission of this Proposal and this Certification, Offeror certifies as follows:

1. Offeror understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the Proposal.
2. The Offeror agrees that this Proposal shall be good and will not be withdrawn for a period of one hundred and twenty (120) calendar days after the scheduled closing time for receiving Proposals. If awarded the project, the undersigned agrees to execute and deliver a Contract in the prescribed form within ten (10) days after the Contract is presented to them for signature.
3. The Offeror is submitting, or will submit upon request, such additional information as the City may require accordance with these Contract Documents with this Request for Proposals (RFP).
4. Offeror agrees to execute the Contract in the form presented in the RFP.

The undersigned Offeror hereby agrees to be ready to execute the Contract in conformity with his Bid.

The undersigned Offeror acknowledges receipt of the following addenda:

Addendum No. 1 Date 2/28/2024 Initial by Offeror CCL

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Offeror \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Offeror \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Offeror \_\_\_\_\_

The undersigned Offeror certifies that he and each of his subcontractors employs the qualified personnel listed in the Proposal; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Proposal is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either otherwise taken any action in restraint of free competition in connection with this RFP.

Dated at Chesterfield, MO this 6th day of March, 2024.

Signature of Offeror:

If an Individual: \_\_\_\_\_  
doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
by \_\_\_\_\_, General Partner.

If a Corporation: Whittney Schulte  
a Limited Liability Company

by Whittney Schulte, Contracting & Attesting Officer

Attest: [Signature]  
Contracting & Attesting Officer

Corporate Seal



Business Address of Offeror 580 Goddard Avenue

City, State, Zip Code Chesterfield, MO 63005

Telephone Number of Offeror 636-530-8000

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

INSITUFORM TECHNOLOGIES, LLC

is an entity formed or registered under the law of Delaware, has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 19981091819.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 03/27/2019 that have been posted, and by documents delivered to this office  
electronically through 03/28/2019 @ 12:50:24.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 03/28/2019 @ 12:50:24 in accordance with applicable law.  
This certificate is assigned Confirmation Number 11480422.



*Jena Griswold*

Secretary of State of the State of Colorado

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



Marsh McLennan Agency  
825 Maryville Centre Drive | Suite 200  
Chesterfield | MO 63017  
T +1 314 594 2700  
MarshMMA.com

January 16, 2024

**Re: Insituform Technologies, LLC**

To Whom It May Concern:

Insituform Technologies, LLC is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States. Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XIV with a combined United States Treasury Listing of \$1.87 Billion.

Due to Insituform Technologies, LLC's reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh McLennan Agency is prepared to consider performance and payment bonds for single jobs in the \$250,000,000 range with an aggregate work program of \$700,000,000.

Insituform Technologies, LLC's pro-active approach to a safe worksite and a safe labor force enables owners to rest assured that a safe work environment will be provided. Marsh McLennan Agency is proud to be associated with Insituform Technologies, LLC.

Should a project be awarded to and accepted by Insituform Technologies, LLC, we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Insituform Technologies, LLC and Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Insituform Technologies, LLC or their surety bond program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew P. Thome', with a stylized flourish at the end.

Andrew P. Thome, CEO

**EXHIBIT B - Pricing Sheet - Strictly Confidential**

C & L Water Solutions		Rates Effective: 01/01/2024	
City of Westminster - Non-Emergency/Emergency Project Rates			
LABOR RATES			
Labor Code	Labor Description	Total Labor Rate/HR - Non-Emergency	Total Labor Rate/HR - Emergency
DR1	Driver Group - CDL	\$ 90.00	\$ 90.00
F1	Foreman - General	\$ 120.50	\$ 120.50
L1	Labor Group 1 - Skilled/Pipelayer	\$ 82.00	\$ 82.00
L2	Labor Group 2 - General	\$ 61.50	\$ 61.50
OP1	Operator Group 1 - Heavy Equipment or Other	\$ 98.50	\$ 98.50
MC	Mechanic	\$ 109.00	\$ 109.00
ZPMS	Senior Project Manager	\$ 132.00	\$ 132.00
ZSUP	Superintendent	\$ 122.00	\$ 122.00
<b>Overtime/Weekend/Night: 1.5 x hourly rate (5:00 PM to 7:00 AM Monday through Thursday nights, after 5:00 PM Friday, all day Saturday, Sunday and City Holidays)</b>			
1 of 7			

C & L Water Solutions		Rates Effective: 01/01/2024		
City of Westminster - Non-Emergency/Emergency Project Rates				
EQUIPMENT RATES				
Equip Code	Description	Unit Rate/Hr - Active - 100%	Unit Rate/Hr - Standby - 50%	Emergency Call-out - Not Needed.
8AC	AIR COMPRESSORS			
8AC185	185 Air Compressor	\$ 22.06	\$ 11.03	0%
8AC375	375 Air Compressor	\$ 27.00	\$ 13.50	0%
8BB	BEDDING BOX			
8BB005	Bedding Box 5 YD	\$ 17.70	\$ 8.85	0%
8BB007	Bedding Box 7 YD	\$ 25.96	\$ 12.98	0%
8BH	BACKHOE LOADERS			
8BH430F	430F	\$ 80.54	\$ 40.27	0%
8BHHP	Hoe Pac	\$ 9.48	\$ 4.74	0%
8CTR	CUTTER TRUCKS			
8CTRP	Prokasro Cutter Truck	\$ 203.89	\$ 101.95	0%
8CTRS	Schwalm Cutter Truck	\$ 147.62	\$ 73.81	0%
8DT	DUMP TRUCK			
8DTS	Dump Truck Single	\$ 53.10	\$ 26.55	0%
8DTT	Dump Truck Tandem	\$ 91.50	\$ 45.75	0%
8ET	EXCAVATORS TRACK			
8ET005	Excavator TRK 5 K CAT 302	\$ 29.50	\$ 14.75	0%
8ET015	Excavator TRK 12 K CAT 305	\$ 41.30	\$ 20.65	0%
8ET018	Excavator TRK 18 K LB 80	\$ 76.70	\$ 38.35	0%
8ET033	Excavator TRK 33 K LB 145	\$ 146.32	\$ 73.16	0%
8ET043	Excavator TRK 43 K CAT 318	\$ 145.14	\$ 72.57	0%
8ET056	Excavator TRK 56 K LB 245	\$ 163.43	\$ 81.72	0%
8ET086	Excavator TRK 86 K VLV 360	\$ 172.87	\$ 86.44	0%
8FL	FORK LIFT			
8FL008	Fork Lift 8K	\$ 27.50	\$ 13.75	0%
8FL030	Fork Lift 30K	\$ 95.59	\$ 47.79	0%
8FL040	Fork Lift 40K	\$ 113.34	\$ 56.67	0%
8FL056	Fork Lift 56K	\$ 124.25	\$ 62.13	0%
8G	GENERATORS			

8G45	45 KW Generator	\$	27.05	\$	13.52	0%
8G65	65 KW Generator	\$	33.13	\$	16.57	0%
8G80	80 KW Generator	\$	41.02	\$	20.51	0%
8GRT	CHEMICAL GROUTING					
8GRTJ	Chemical Jetter Trailer	\$	19.90	\$	9.95	0%
8GRTT	Chemical Grout Truck	\$	181.79	\$	90.89	0%
8HT	HEAVY TRUCKS					
8HTCR	Knuckle Boom Crane Truck	\$	96.90	\$	48.45	0%

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C & L Water Solutions

Rates Effective: 01/01/2024

City of Westminster - Non-Emergency/Emergency Project Rates

EQUIPMENT RATES

Equip Code	Description	Unit Rate/Hr - Active - 100%	Unit Rate/Hr - Standby - 50%	Emergency Call-out - Not Needed.
8HTFT	Flat Bed Truck	\$ 93.19	\$ 46.60	0%
8HTHH	Heavy Haul Tractor	\$ 109.12	\$ 54.56	0%
8HTTT	Tractor	\$ 77.88	\$ 38.94	0%
8LF	LAYFLAT SYSTEM			
8LFD	TPU Hose Deployer	\$ 4.78	\$ 2.39	0%
8LFR	Layflat Hose Roller	\$ 0.80	\$ 0.40	0%
8LFH	8" TPU Layflat Hose - (LF/DAY)	\$ 3.00		
8LMK	LMK EQUIPMENT			
8LMKC	LMK Steam Cure Truck	\$ 152.45	\$ 76.23	0%
8LMKI	LMK Install Trk w/CCTV	\$ 208.10	\$ 104.05	0%
8LMKJ	LMK Jetter Trailer	\$ 19.90	\$ 9.95	0%
8LMKST	LMK Stubby Trailer	\$ 5.70	\$ 2.85	0%
8LMKT	LMK Tool Truck	\$ 49.18	\$ 24.59	0%
8MG	MOTOR GRADERS			
8MH	MANHOLE REHABILITATION			
8MHS	Sand Blast Equipment	\$ 5.58	\$ 2.79	0%
8MHT	Manhole Rehab Truck	\$ 75.67	\$ 37.83	0%
8P	PUMPS			0%
8P002	2" Pumps	\$ 6.02	\$ 3.01	0%
8P003	3" Pumps	\$ 6.02	\$ 3.01	0%
8P004	4" Pumps	\$ 8.08	\$ 4.04	0%
8P006	6" Pumps	\$ 75.35	\$ 37.67	0%
8P008	8" Pumps	\$ 91.67	\$ 45.83	0%
8PPB	PNEUMATIC PIPE BURSTING			
8PPB170	Pneumatic PCG 170 8" Tool	\$ 117.19	\$ 58.59	0%
8PU	PICKUP TRUCKS			
8PU1500	1/2 Tn Pick Up 1500	\$ 45.68	\$ 22.84	0%
8PU2500	3/4 Tn Pick Up 2500	\$ 47.85	\$ 23.93	0%
8PU3500	1 Tn Pick Up 3500	\$ 50.75	\$ 25.38	0%
8PU4500	1.5 Tn Pick Up 4500	\$ 55.10	\$ 27.55	0%
8PU5500	2 Tn Pick Up 5500	\$ 59.45	\$ 29.73	0%
8PUSP	Pickup Special	\$ 58.47	\$ 29.23	0%
8QL	QUADEX LINING			
8QLFBR	Quadex MH Lining Rig	\$ 112.10	\$ 56.05	0%
8RL	REACH LIFT			
8RL005	TH255 5K Reach Lift	\$ 48.11	\$ 24.06	0%
8RL008	TH406 8K Reach Lift	\$ 70.80	\$ 35.40	0%
8RL012	TH1255 12K Reach Lift	\$ 77.91	\$ 38.96	0%
8RL020	Manitwoc 28K Reach Lift	\$ 106.20	\$ 53.10	0%
8SL	SKID LOADERS			
8SL250	Skid Loader 250 Bct	\$ 45.01	\$ 22.50	0%
8SL650	Cat 242 Skidsteer	\$ 53.32	\$ 26.66	0%
8SL850	Skid Loader 850 Bct	\$ 56.55	\$ 28.27	0%
8SP	SUBMERSIBLE PUMP			
8SP3	Submersible Pump 3"	\$ 16.93	\$ 8.47	0%
8SP4	Submersible Pump 4"	\$ 18.92	\$ 9.46	0%
8SP6	Submersible Pump 6"	\$ 29.87	\$ 14.93	0%
8SPB	STATIC PIPE BURSTING			
8SPB8	800G Static PB Machine	\$ 425.00	\$ 212.50	0%
8SV	SERVICE VEHICLES			

C &amp; L Water Solutions

Rates Effective: 01/01/2024

## City of Westminster - Non-Emergency/Emergency Project Rates

## EQUIPMENT RATES

Equip Code	Description	Unit Rate/Hr - Active - 100%	Unit Rate/Hr - Standby - 50%	Emergency Call-out - Not Needed.
8SVJC	Jeep Cherokee	\$ 16.56	\$ 8.28	0%
8SVMT	Mechanics Truck	\$ 70.09	\$ 35.05	0%
8SVVV	Van	\$ 13.84	\$ 6.92	0%
8T	TRENCHERS			
8T655	Vermeer T655	\$ 390.00	\$ 195.00	0%
8UV	UV EQUIPMENT			
8UVBL	UV Blower Skid	\$ 22.26	\$ 11.13	0%
8UVCC	UV Truck CCU	\$ 239.20	\$ 119.60	0%
8UVCP	UV Truck Professional	\$ 265.14	\$ 132.57	0%
8UVCT	UV CCTV Van	\$ 59.50	\$ 29.75	0%
8UVCV	UV Conveyor Trailer	\$ 74.89	\$ 37.45	0%
8UVHJ	UV Jet Truck	\$ 107.70	\$ 53.85	0%
8UVJT	UV Jetter Trailer	\$ 21.92	\$ 10.96	0%
8UVTT	UV Tool Truck	\$ 80.83	\$ 40.41	0%
8VBA	VIBRATORY ASPHALT COMP			
8VBA036	Vib Asphalt Comp 36"	\$ 7.78	\$ 3.89	0%
8VBS	VIBRATORY SOIL COMP			
8VBSWK	Compactor Wacker	\$ 13.32	\$ 6.66	0%
8W	WINCHES			
8W015	Winch 1.5 Ton	\$ 15.93	\$ 7.97	0%
8W03	Winch 3 Ton	\$ 4.78	\$ 2.39	0%
8W05	Winch 5 Ton	\$ 45.55	\$ 22.78	0%
8W10	Winch 10 Ton	\$ 54.49	\$ 27.24	0%
8WL	WHEEL LOADER			
8WL002	Wheel Loader 2 YD CAT 924	\$ 69.66	\$ 34.83	0%
8WT	WATER TRUCK			
8WT2	Water Truck 2000 GAL	\$ 49.83	\$ 24.92	0%
8YY	TRAILERS			
8YYBH	Backhoe Trailer	\$ 23.10	\$ 11.55	0%
8YYDD	Step Deck	\$ 30.80	\$ 15.40	0%
8YYDT	Dump Trailer	\$ 10.92	\$ 5.46	0%
8YYED	End Dump w Tractor	\$ 110.95	\$ 55.48	0%
8YYLB	Low Boy w Tractor	\$ 159.54	\$ 79.77	0%
8YYLP	Light Plant	\$ 17.72	\$ 8.86	0%
8YYML	Main Line Trailer	\$ 39.83	\$ 19.91	0%
8YYPT	Paving Trailer	\$ 7.34	\$ 3.67	0%
8YYST	Shoring Trailer Combo	\$ 49.65	\$ 24.83	0%
8YYUT	Utility Trailer	\$ 7.87	\$ 3.94	0%
8YYVT	Vacuum Trailer	\$ 41.82	\$ 20.91	0%
8YYWA	Wachs Valve Trailer	\$ 61.04	\$ 30.52	0%
8YYWW	Water Wagon	\$ 6.64	\$ 3.32	0%

C &amp; L Water Solutions

Rates Effective: 01/01/2024

## City of Westminster - Non-Emergency/Emergency Project Rates

## Traffic Control Rates

PRODUCT	PRODUCT CODE	REG PRICE	RATE PER
<i>Barricades</i>			
Type I Barricade Only	T10	\$0.85	Day
Type I Barricade w/ A Flasher	T1A	\$1.09	Day
Type I Barricade w/C Steady-Burn	T1C	\$1.09	Day
Type I Barricade w/Sign	T1OTS16	\$3.04	Day
Type II Barricade Only	T20	\$0.85	Day
Type II Barricade w/ A Flasher	T2A	\$1.09	Day

Type II Barricade w/ C Steady-Burn	T2C	\$1.09	Day
Type II Barricade w/Sign	T2OTS16	\$3.04	Day
Type III Barricade Only	T3O	\$3.04	Day
Type III Barricade w/ 2 A Flashers	T32A	\$3.52	Day
Type III Barricade w/Sign	T3OTS16	\$6.08	Day
ADA Wall	ADAWALL	\$6.08	Day
Pedestrian Fence	PEDFENCE	\$4.86	Day
6' Water Filled Barrier	WFB6	\$7.90	Day
Airport Water Barrier/Barricade	APWBAR	Varies	Day
Airport Barricade Light	APBL	Varies	Day
Attenuator - TL2	ATTL2	\$81.00	Day
Attenuator - TL3	ATTL3	\$94.50	Day
<i>Channelizing</i>			
28" Reflectorized Cone	TC28R	\$0.73	Day
36" Reflectorized Cone	TC36R	\$0.97	Day
Grabber/Delineator w/ Base	GC42R	\$0.85	Day
Vertical Panel w/ Base	VPO	\$0.85	Day
Vertical Panel w/Sign	VPOTS16	\$3.04	Day
Vertical Panel w/ A Flasher	VPA	\$1.09	Day
Vertical Panel Base	VPBASE	\$0.41	Day
Vertical Panelw/ C Steady-Burn	VPC	\$1.09	Day
Traffic Drum w/ Base	TDO	\$1.70	Day
Traffic Drum w/ A Flasher	TDA	\$2.31	Day
<i>Fleet</i>			
TMA Truck Only - Daily	TMADLY	\$945.00	Day
Vehicle Charge	VEH	\$31.50	Day
<i>Fuel</i>			
Fuel Surcharge - Heavy Vehicle	FUELHVY	Varies	Day
Fuel Surcharge - Light Vehicle	FUELLGT	Varies	Day
Mileage	MILE	Varies	Mile
<i>LEO</i>			
Law Enforcement Officer (LEO)	LEO	Varies	Hour
Law Enforcement Officer Procurement and Processing	LEOP	\$101.25	Each
<i>Labor - Subcontractor</i>			
Flagging Employee - Hourly	IF	\$48.60	Hour
Flagging Employee - Overtime/Night	IFOT	\$72.90	Hour
Flagging Employee - Daily - 8 Hour Day	IF8D	\$388.80	Day
Flagging Employee - Daily - 10 Hour Day	IF10D	\$486.00	Day
Traffic Control Employee - Hourly	IM	\$48.60	Hour
Traffic Control Employee - Overtime/Night	IMOT	\$72.90	Hour
Traffic Control Employee - Daily - 8 Hour Day	IM8D	\$388.80	Day
Traffic Control Employee - Daily - 10 Hour Day	IM10D	\$486.00	Day
Traffic Control Supervisor - Hourly	ITCS	\$72.90	Hour
Traffic Control Supervisor - Overtime/Night	ITCSOT	\$109.35	Hour
Traffic Control Supervisor - Daily - 8 Hour Day	ITCS8D	\$583.20	Day
Traffic Control Supervisor - Daily - 10 Hour Day	ITCS10D	\$729.00	Day
TMA Truck Driver Labor - Hourly	TMAHRLY	\$72.90	Hour
TMA Truck Driver Labor - Daily - 8 Hour Day	TMAL8	\$583.20	Day
TMA Truck Driver Labor - Daily - 10 Hour Day	TMAL10	\$729.00	Day
Traffic Control Employee - Prevailing Wage	IMPV	Varies	Hour
Traffic Control Employee - Prevailing Wage Fringe	IMPVF	Varies	Hour
<i>Misc.</i>			
Sandbag	SNDBG	\$0.27	Day
Flag w/ Dowel	FLAGDWL	\$0.27	Day
Rumble Strips (6-pack)	RS	\$425.25	Day
Safety Flares (36-pack)	FLARE-S	\$249.75	Each

<b>C &amp; L Water Solutions</b>		<b>Rates Effective: 01/01/2024</b>	
<b>City of Westminster - Non-Emergency/Emergency Project Rates</b>			
<b>Traffic Control Rates</b>			
<b>PRODUCT</b>	<b>PRODUCT CODE</b>	<b>REG PRICE</b>	<b>RATE PER</b>
<i>Mobilization</i>			
Deliver Traffic Control	DEL	\$109.35	Each
Deliver Traffic Control - After Hours	DELAH	\$136.69	Each
Set up Traffic Control	SETUPTRFC	\$60.75	Each
Set up Traffic Control - After Hours	SETUPAH	\$81.00	Each
Tear Down Traffic Control	TEARDW	\$60.75	Each
Tear Down Traffic Control - After Hours	TEARDWAH	\$81.00	Each
Pick up Traffic Control	PICKUP	\$109.35	Each
Pick up Traffic Control - After Hours	PICKUPAH	\$136.69	Each

Port To Port	PORT	Varies	Hour
	<i>Per Diem</i>		
Per Diem - Per Person	PD	Varies	Day
Lodging - Per Person	LODGE	Varies	Day
	<i>Permit</i>		
Permit	PT	Varies	Each
	<i>Signs</i>		
Traffic Sign Small (<10 Sq. Ft.)	TS10	\$2.43	Day
Traffic Sign Medium (10 to 16 Sq. Ft.)	TS16	\$3.65	Day
Traffic Sign Large (>16 Sq. Ft.)	TS17	\$4.86	Day
Temporary No Parking Sign	TNP	\$0.61	Day
Flagger Paddle	PADRENT	\$2.31	Day
	<i>Stands</i>		
Sign Stand	SSO	\$1.46	Day
Large Sign Stand	LSSO	\$2.43	Day
Buster/Spring Sign Stand Only	SPG	\$3.65	Day
Buster/Spring Sign Stand w/A Flasher	SPGA	\$3.89	Day
Buster/Spring Sign Stand w/B Flasher	SPGB	\$4.86	Day
Embedded Sign Post	UCH	\$2.07	Day
	<i>TCP</i>		
Traffic Control Plan (TCP)	TCP	\$87.75	Page
Traffic Control Plan (TCP) - Engineer Stamped	TCPSTMP	\$438.75	Page
	<i>Trailerred Asses</i>		
AFAD - Automated Flagger Assistance Device	AFAD1	\$48.60	Hour
AFAD - Automated Flagger Assistance Device (8 Hour Day)	AFAD8	\$388.80	Day
AFAD - Automated Flagger Assistance Device (10 Hour Day)	AFAD10	\$486.00	Day
Arrow Board	ARWBRD	\$60.75	Day
Message Board	MSGBRD	\$133.65	Day
Light Tower	LT	\$236.25	Day
Variable Speed Trailer	VST	\$303.75	Day
Portable Traffic Signal (PTS)	PTS	\$668.25	Day
Flagger Station Light	FSL	\$30.38	Day
Radar Speed Trailer	RADAR	\$364.50	Day
	<i>Warning Lights</i>		
Type A Flasher	AFL	\$0.27	Day
Type C Steady-burn	CFL	\$0.27	Day
Type B Hi-Intensity Flasher	BFL	\$3.04	Day

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<b>C &amp; L Water Solutions</b>		<b>Rates Effective: 01/01/2024</b>
<b>City of Westminster - Non-Emergency/Emergency Project Rates</b>		
<b>Markups and Other</b>		
Subcontractor Markup		15%
Materials Markup		18%
Other		15%
Dump Fees - Clean Dirt		\$700.00/Tandem - \$780/Trailer
Dump Fees - Trash/Concrete with Bar		\$1500.00/Tandem/Trailer
Dump Fees - Clean Asphalt/non-reinforced Concrete		\$255.00/Tandem/Trailer
City Permits and Bonds		At Cost
Use Tax on Materials and Equipment	3.85% As determined based on Materials supplied and Equipment value based on duration spent in City limits.	

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EXHIBIT C  
INSURANCE REQUIREMENTS

Including General Liability, Automobile, Workers' Compensation, Environmental Liability

**General Requirements** (Version dated December 2024)

1. All insurers shall be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers shall have an A.M. Best Company rating of at least A- Class VII.
3. Additional Insured. City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, umbrella liability, excess liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage. Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver. All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits. The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates. Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield 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.
14. Contractors must carry all insurance or purchase the below insurance.

## **Insurance Requirements**

The Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense, and for the duration of the Agreement including any warranty periods under which the Agreement are satisfied, the following:

### **Commercial General Liability**

Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. For contracts involving vendor/contractor contact with minors or at risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements and listed on the certificate.

Minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project aggregate for construction contracts)
- \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)

### **Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos).

Minimum limits:

- \$1,000,000 each accident combined single limit
- If hazardous materials are transported, an MCS 90 form shall be included on the policy

### **Workers' Compensation**

Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act and when such contractor or subcontractor provides an appropriate sole proprietor letter.

Employer's Liability with minimum limits:

- \$100,000 Each Accident
- \$100,000 Each Employee by Disease
- \$500,000 Disease Aggregate

### **Environmental Liability**

Contractor/Vendor will purchase an environmental liability policy covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from contractor's/vendor's operations and completed operations.

Minimum limit:

- \$1,000,000 Each Occurrence/Aggregate

## **Deviations**

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to [RiskManagement@broomfield.org](mailto:RiskManagement@broomfield.org).

## **Certificate Holder/Certificate of Insurance (COI)**

On all Certificates of Insurance the following shall be named an Additional Insured and included on the Certificate provided:

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability, Excess Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.

City and County of Broomfield  
One DesCombes Drive  
Broomfield, CO 80020-2495  
[certificates@broomfield.org](mailto:certificates@broomfield.org)



**C. Ordinance - First Reading - Update Landscape Code - Non-Functional Turf**

Meeting	Agenda Group
Tuesday, December 9, 2025, 6:00 PM	Action Items Item: 7C.
Presented By	
Kate Volz, Senior Landscape Architect	
Community Goals	
<input checked="" type="checkbox"/> Growing Greener <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

This memorandum provides an overview of Ordinance 2291, which if approved, would update the Broomfield Municipal Code (BMC) with respect to the Broomfield Landscape Code and water conservation requirements. This is a minor, mostly administrative update to the landscape code. It brings our terms in line with state definitions and makes a few small changes to further restrict artificial turf and non-functional turf where appropriate. Broomfield Landscape Code requirements will remain applicable only to new development and significant changes to existing properties (more than 50% changes) and the proposed changes do not modify requirements related to landscaping for single-unit (attached or detached) residential properties.

### **Attachments**

[Landscape Code Update Memo 1st Reading \(12.09.2025\).pdf](#)

[Ordinance No. 2291 Revisions to the Landscape Code for Revised Turf Requirements 1st Reading 12.9.2025.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

[Broomfield Voice](#)

This memorandum provides an overview of Ordinance 2291, which if approved, would update the Broomfield Municipal Code (BMC) with respect to the Broomfield Landscape Code and water conservation requirements. This is a minor, mostly administrative update to the landscape code. It brings our terms in line with state definitions and makes a few small changes to further restrict artificial turf and non-functional turf where appropriate. Broomfield Landscape Code requirements will remain applicable only to new development and significant changes to existing properties (more than 50% changes) and the proposed changes do not modify requirements related to landscaping for single-unit (attached or detached) residential properties.

This update is in response to State Bill 24-005: Prohibiting Landscaping Practices for Water Conservation and House Bill 25-1113: Limiting Turf in New Residential Development. Prior to these two pieces of legislation, State Bill 23-178: Water-wise Landscaping in Homeowners' Association Communities, effective August 7, 2023, established new standards for landscaping within common interest communities governed by HOAs, specifically for single-unit detached homes. The act was designed to remove barriers to water-wise landscaping by placing new limitations on HOA design and aesthetic guidelines. SB24-005 and HB25-1113 effectively build on this and solidify the state's goal of reducing water consumption.

[SB24-005](#), effective August 7, 2024, expands water conservation measures beyond HOAs to commercial and public properties. The act's primary prohibition bans the installation of nonfunctional turf, artificial turf, and invasive plant species as part of any new development or redevelopment project. This prohibition applies to a broad range of properties, including:

- Commercial, institutional, or industrial property
- Common interest community property
- State facilities
- Transportation corridors (which include street right-of-way, parking lots, and medians)

The bill includes a specific exemption allowing for the use of artificial turf on athletic fields of play.

[HB25-1113](#), signed into law May 20, 2025 but effective January 1, 2028, represents an expansion of the turf limitations established in SB24-005, extending them directly into the residential sector. It prohibits the installation of nonfunctional turf, artificial turf, or invasive plant species in new multi-unit housing properties with more than 12 dwelling units.

The explicit goal of these state regulations is to reduce irrigation water demand, signaling a comprehensive state-level effort to manage water use in all future development.

Broomfield's current landscape code is already restrictive on the use of turf grass and meets the intent of the legislation. Ordinance 2291, if approved by Council, updates the existing landscape code so that the provided definitions are consistent with the state law and provides clarification on the use of nonfunctional turf in Broomfield.

## Financial Considerations

The proposed landscape code updates are not anticipated to have a significant impact on the City and County of Broomfield's finances. The Senior Landscape Architect will be able to lead the administration of the ordinance as drafted and uphold the code during plan review and on-site.

## Prior Council or Other Entity Actions

- August 22, 2023 City Council approved [Ordinance No. 2215](#), which repealed and replaced BMC 17-70 Residential Landscape Requirements with Chapter 17-70 Landscape Requirements for New Development.

## Boards and Commissions Prior Actions and Recommendations

On October 23, 2025, Ordinance No. 2291 was presented to the Parks, Recreation and Senior Services Advisory Committee (PRSSAC) and the Open Space and Trails Advisory Committee (OSTAC). The proposal was presented to OSTAC and PRSSAC due to the slight potential impact by the new definitions for native turf as a turf alternative and native turf as it relates to native areas. PRSSAC and OSTAC raised no concerns with the proposed landscape code update but did not make any formal recommendations.

This proposal was not presented to the Advisory Committee on Environmental Sustainability (ACES). This amendment was not presented to the ACES because it is expected to have minimal impact on water resource preservation. It aligns with recently approved state legislation, Broomfield's existing regulations are already more restrictive than the state's minimum standards, and the proposed changes are limited in scope.

## Proposed Actions / Recommendations

If Council desires to amend the Code consistent with staff's recommendations, the appropriate motion is:

**That Ordinance No. 2291 be adopted on first reading and ordered published in full and a second and final reading of the Ordinance be scheduled for January 13, 2026.**

## Alternatives

Do not proceed with changes to the Code; provide staff direction on alternative updates.

# Background

## Broomfield Comprehensive Plan

The 2016 Broomfield Comprehensive Plan encourages development of "appropriate and sustainable land use patterns...to create an economic and environmentally sustainable community." Some of the goals, policies and action steps from the Comprehensive Plan include:

**Policy LU-I.2:** Use Broomfield’s existing design guidelines and standards as a basis for reviewing development applications, updating Broomfield codes and regulations and, in general, implementing the goals and policies of the 2016 Comprehensive Plan.

**Action Step LU-I.2.1:** Review existing design guidelines and standards and refine and/or codify where necessary.

## Overview of the Proposed Update to the Landscape Code

Proposed Ordinance No. 2271 is attached to this memorandum for Council’s review and consideration. The following highlights what the proposed Ordinance No. 2271 includes and what may be required. This section is intended to be a very brief summary; please consult the complete draft code for more specifics and details:

- **Update Applicability Chapter (17-70-020):** Revise the applicability requirements to state that all construction and redevelopment projects that require a permit and result in a disturbance of more than 50% of the total landscape area are subject to the new rules.
- **Update Definitions Chapter (17-70-030):** Incorporate the official state definitions for "Functional Turf" and "Nonfunctional Turf", "Invasive Plant", and "Transportation Corridor" to ensure complete consistency with state terminology.
- **Update Artificial Turf Standards (17-70-50.B.1):** Amend Chapter 17-70-50.B.1 by removing subsection (iii) "Artificial turf may be used in non-residential and mixed-use developments" to align with the state’s prohibition. Artificial turf previously approved through a site development plan or previously installed within non-residential or mixed-use developments will be able to remain until the owner seeks to modify more than 50% of the total landscape areas of the project. Artificial turf will remain an allowed improvement for sports fields, in backyards of single-unit (detached and attached) residential lots, and in dog parks when specifically designed for use in the dog park.
- **Update Turfgrass Area Limitations (17-70-050.C.2):** Modify this section to explicitly ban the installation of nonfunctional turf on all applicable properties, including commercial, institutional, industrial, state facilities, and transportation corridors, as mandated by the state.

The state has provided official definitions for terms that are central to the new prohibitions. This section outlines these definitions, which have been incorporated into the landscape code update to ensure alignment.

Term	State Definition
<b>Functional Turf</b>	Means turf that is located in a recreation use area or other space that is regularly used for civic, community, or recreational purposes, which may include playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs.
<b>Nonfunctional Turf</b>	Means turf that is not functional turf, including turf located in a street right-of-way, parking lot, median, or transportation corridor. It does not include turf designated as part of a water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and has no herbicides applied.
<b>Invasive plant species</b>	Means plants that are not native to the state; are introduced into the state accidentally or intentionally; have no natural competitors or predators in the state because the state is outside of their competitors' or predators' range; and have harmful effects on the state's environment or economy or both.
<b>Transportation Corridor</b>	Means a transportation system that includes all modes and facilities within a described geographical area, having length and width.

Additionally, the following definitions are proposed to be added to the landscape code to provide better clarification:

<b>Native Seed Mix as Turf Alternative</b>	Means a native seed mix intended for residential lawns, parks, or areas where people walk/play that prioritizes low-growing, durable species that tolerate mowing or light traffic and is selected for aesthetics (uniform look, green cover).
<b>Native Seed Mix for Native Areas</b>	Means a native seed mix designed for open space, habitat, or naturalized zones that includes taller grasses and diverse forbs (flowers) to support pollinators and wildlife, and emphasizes ecological resilience rather than uniform appearance.

## Public Engagement

A [Broomfield Voice](#) was created as this proposal. Due to the minor, administrative nature of this ordinance, a community meeting, direct mailings, and social media posts were not conducted. A public hearing will be held concurrent with the second reading of the Ordinance and any public comments received by email will be provided in the correspondence folder for this agenda item.

Staff has discussed the potential updates included in Ordinance No. 2291 during pre-application meetings held with developers and designers bringing forward new applications in 2026. Staff has not received any specific feedback regarding these changes, likely based on the fact that these proposed changes are limited in scope.

**Bold type** indicates new material to be added to the Broomfield Municipal Code  
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

## ORDINANCE NO. 2291

An ordinance to update the Landscape Code, Chapter 17-70 relating to turf and other related revisions

Be it ordained by the City Council of the City and County of Broomfield, Colorado:

### Section 1.

Chapter 17-70, Landscape Code, of the Broomfield Municipal Code is amended as follows:

17-70-020 - Applicability.

(A) *General.* **Except as more particularly provided in BMC 17-70-140 (maintenance),** ~~The~~ landscaping requirements of this Chapter 17-70 shall apply to the following properties:

- (1) All new construction, including residential and non-residential, that are to be constructed by a developer or property owner;
- (2) All construction projects that cumulatively increase the gross floor area of the lot by sixty-five percent (65%) or more;
- (3) The total redevelopment of a parcel, including demolition and new construction;
  - (i) Redevelopment of a parcel means the demolition of an existing structure or building in anticipation of new development. ~~This chapter does not apply to modifications by a property owner or homeowner's association to existing landscaping only.~~
- (4) Construction of parking lots containing 10 or more spaces, or expansion of existing parking lots by more than i) 10 spaces, or (ii) 50% of the existing parking lot area, whichever is greater; and
- (5) All construction projects that result in a disturbance of more than fifty percent (50%) or more of the aggregate landscape area.**
- (6) All public land dedications as required by the Broomfield Municipal Code Chapter 16-28-120, shall comply with the provisions of this chapter unless such property is specifically exempted from these regulations based on the specific Open Space characteristics of the subject property and as approved by the city and county manager or their designee.

(B) *Existing Plans or Approvals.* Except as provided in this chapter, all landscape plans approved prior to January 1, 2024, including but not limited to approved site development plans, planned unit development plans, and urban renewal site plans, are not required to comply with provisions of this code, but shall be maintained in compliance with the applicable regulations and requirements in place at the time they were originally installed. **Any landscape plans approved prior to January 31, 2026, shall not be required to comply with the revisions to the landscape code found in**

**Ordinance No. 2291.**

- (C) *Landscape Plans and Water Budgets.* A landscape plan and water budget, as applicable and as provided in this chapter, is required for all development as set forth in BMC 17-70-020(A) above and shall be submitted with a site development plan/urban renewal site plan (SDP/URSP) or with a building permit if no SDP/URSP is required. The landscape plan shall be prepared and stamped by a Colorado licensed landscape architect, except for plans for a single-family unit dwelling detached or a manufactured home which do not need to be prepared and stamped by a Colorado licensed landscape architect.
- (D) *Conflicts.* If there is a conflict between the various landscaping standards, the more restrictive standard shall apply. Wherever the requirements for two or more landscaping standards overlap, the same plant material may be counted toward meeting the requirements of both standards.

17-70-030 - Definitions. As used in this chapter, unless the context clearly requires otherwise, the following words and terms shall have the meanings set forth in this section:

- (A) *Cool-Season Turfgrasses* means annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue and similar varieties.
- (B) *Curbside Landscaping* means the property adjacent to right-of-way or the adjoining right-of-way itself that are used for the planting of street trees and other plant material.
- (C) *Diameter at Breast Height (DBH)* means the standard measurement used in forestry and tree studies to assess the size of a tree trunk. DBH is determined by measuring the diameter of the tree trunk at a standardized height, which is typically 4.5 feet (1.37 meters) above the ground level. This measurement is taken using a tape measure or calipers and is commonly used as an indicator of a tree's size, growth, and maturity.
- (D) *Evapotranspiration* means the quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time.
- (E) *Functional Turf* means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground; a sports field; a picnic ground; an amphitheater; a portion of a park; and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough.
- (F) ~~(E)~~ *Hydrozone* means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated hydrozone.
- (G) *Invasive plant species* means plants that are not native to the state and that (i) are introduced into the state accidentally or intentionally; (ii) have no natural competitors or predators in the state because the state is outside of their

competitors' or predators' range; and (iii) have harmful effects on the state's environment or economy or both.

- (H) ~~(F)~~ *Irrigation efficiency* means the measurement of the amount of water beneficially used divided by the amount of water applied.
- (I) ~~(G)~~ *Landscape* means any combination of living plants, such as trees, shrubs, vines, ground covers, flowers or grass; natural features such as land and water forms, rock, stone, bark chips or shavings; and structural features, including, but not limited to, fountains, reflecting pools, outdoor artwork, screen walls, fences, or benches.
- (J) ~~(H)~~ *Landscape buffer* means a land area with landscape plantings and other components used to visibly separate one use from another or to shield or block noise, lights, or other nuisances.
- (K) ~~(I)~~ *Landscaped area* means the entire parcel, less the building footprint, driveways, non-irrigated portions of parking lots, hardscapes- such as decks and patios, and other non-porous areas. Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants, such as orchards or vegetable gardens are not included.
- (L) ~~(J)~~ *Landscaping and/or landscape improvements* means plantings of grass, shrubs, trees or similar living plants, with minimal use of other ground surface treatment such as decorative rock, bark, or stone. These inert materials are allowed to be used in conjunction with live material in planting beds, but do not count toward the calculations of required landscaping and/or landscaping improvements.
- (M) ~~(K)~~ *Mulch* means any material such as leaves, bark, straw, gravel, or other materials left loose and applied to the soil surface for the beneficial purpose of reducing evaporation.
- (N) ~~(L)~~ *Native plant* means a species that is indigenous within the Colorado Front Range and naturally occurring in one or more plant communities.
- (O) *Native seed mix as turf alternative* means a native seed mix intended for residential lawns, parks, or areas where people walk/play that prioritizes low-growing, durable species that tolerate mowing or light traffic and is selected for aesthetics (uniform look, green cover).
- (P) *Native seed mix for native areas* means a native seed mix designed for open space, habitat, or naturalized zones that includes taller grasses and diverse forbs (flowers) to support pollinators and wildlife and emphasizes ecological resilience rather than uniform appearance.
- (Q) *Nonfunctional Turf* means turf that is not functional turf, including turf located in a street right-of-way, parking lot, median, or transportation corridor. It does not include turf that is designated to be part of a water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and does not have herbicides applied.
- (R) ~~(M)~~ *Open Space* means a parcel of land intentionally protected from development and set aside for unstructured passive recreation, and the appreciation of natural

surroundings. Open Space may contain, but is not limited to, trailheads and trails, waterbodies, wetlands, wildlife viewing areas, agricultural lands, fishing facilities and other facilities that support uses compatible with the site's resources and conditions.

- (S) ~~(N)~~ *Ornamental tree* means a tree planted primarily for its decorative value, or for screening and that typically does not exceed a height of thirty feet (30').
- (T) ~~(Θ)~~ *Rain sensor or rain shutoff device* means a device connected to an irrigation controller that overrides scheduled irrigation when significant precipitation has been detected.
- (U) ~~(P)~~ *Shade tree* means a deciduous tree planted primarily for its high crown of foliage or overhead canopy.
- (V) ~~(Q)~~ *Shrub* means a self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than twelve feet (12') in height at its maturity. It may be evergreen or deciduous.
- (W)~~(R)~~ *Streetscape* means the landscape treatment of a street edge, including vegetation, sidewalks, streetlights, fencing, signs, utilities, and similar facilities.
- (X) *Transportation Corridor* means a geographical land area with a transportation system that includes all modes and facilities within the described area, having length and width.**
- (Y) ~~(S)~~ *Tree Maturity* means the point at which a deciduous tree achieves a diameter of six inches at breast height (DBH).
- (Z) ~~(T)~~ *Tree Opening* means box or rectangle open area where the tree sits when surrounded by a hard surface.
- (AA) ~~(U) *Turf or turfgrass* means a surface layer of earth containing mowed grass with its roots.~~ *Turf or turfgrass* means continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.**
- (BB) ~~(V)~~ *Understory* means assemblages of natural low level woody, herbaceous, and ground cover plant species that exist in the area below the canopy of trees.**
- (CC) ~~(W)~~ *Vegetable Garden* means a plot of ground or an elevated soil bed in which pollinator plants, flowers, vegetables, herbs, fruits, leafy greens, or other edible plants are cultivated.**
- (DD) ~~(X)~~ *Xeriscape* means a water efficient landscape adapted to the local environment.**

17-70-040 - Landscape Reference Manual. The Community Development Department is authorized and directed to create, adopt and revise a Landscape Reference Manual containing policies, procedures, standards, maps, plant lists and other provisions necessary to implement the provisions of this Chapter 17-70. Prior to the preparation of a formal landscape plan submittal, designers shall consult the Landscape Reference Manual, which is available on the

City's website, for specific requirements regarding plan setup, scale, notes, plant symbology, standard tables, and the water-wise plant list. The Landscape Reference Manual shall also provide examples to illustrate the requirements of this section.

17-70-050 - General Landscaping Standards.

• • •  
(B) *Artificial Turf Standards or Non-Vegetative Turfgrass.* Where permitted, artificial turf shall comply with the following standards:

(1) *Allowed Use.*

- (i) Artificial turf may be used in sports field applications.
- (ii) Artificial turf may be used to replace sod or native seed areas in backyards of single-family unit (detached and attached) residential lots. If a property owner installs artificial turf, the property owner shall still meet the Residential Yard Landscape Requirements per Table 1.
- (iii) ~~Artificial turf may be used in non-residential and mixed-use developments.~~ **Artificial turf may be used as a component of a project designed and approved by a professional engineer for civil infrastructure projects, including but not limited to:**
  - (a) **Covers for solid water facilities and brownfield sites**
  - (b) **Revetments for slopes, channels, levees, and dams.**
- (iv) Artificial turf specifically designed for pet use may be used in dog parks.

(2) *Materials.* Artificial turf shall be a cut pile infill type and shall be manufactured from polypropylene, polyethylene, or a blend of polypropylene and polyethylene fibers stitched onto a polypropylene or polyurethane mesh or hole-punched backing. Hole-punched backings shall have holes spaced in a uniform grid pattern with spacing not to exceed four inches by six inches on center.

(3) *Installation.* Artificial turf shall be installed per the manufacturer's recommendations. Additional underground drainage will be required and may be reviewed on a case-by-case basis based on impacts to the existing drainage system.

- (i) *Slope Restrictions.* The installation of artificial turf on slopes greater than 6.6% shall require the applicant to consult with the manufacturer on recommendations for installation and use.

(4) *General Appearance.* Artificial turf shall be installed and maintained to effectively simulate the appearance of a well-maintained turfgrass.

(5) *Specific Prohibited Uses.*

- (i) Artificial turf may not be used within curbside landscape areas and medians in any zone district.
- (ii) Artificial turf may not be used to satisfy living plant material requirements.
- (iii) Where the use of artificial turf or natural turf is permitted, the use of indoor or outdoor plastic or nylon carpeting or other materials or combinations of materials as a replacement for artificial turf or natural turfgrass is prohibited.

(iv) Artificial turf shall not be used in the right-of-way.

(C) *Turfgrass Requirements.* The design of all new turfgrass areas shall comply with the following requirements:

(1) *Residential Yard Turfgrass Requirements.* Residential yards shall meet the turfgrass and other requirements set forth in Table 1 below.

(2) *Turfgrass Area Limitations for All Other Development Areas Except Multi-Purpose Fields, ~~and~~ Golf Courses and Functional Turf Areas.* In all other development sites except multi-purpose fields, ~~and~~ golf courses, and functional turf areas, the use of cool-season turfgrass or sod, seed and seed mixtures that contain more than 20% of a mixture of cool-season grass species shall be prohibited, and turfgrass or sod, seed and seed mixtures shall be limited to not more than 30% of the site's total landscaped area. The area consisting of high-water using species of cool-season turfgrasses such as Kentucky Bluegrass shall be contiguous, and patches located throughout the site shall be avoided. For the purposes of these standards "contiguous" shall mean all abutting areas and areas that may be separated by a pedestrian walk or trail. Areas separated by pavement used for vehicular circulation are not considered contiguous.

(i) *Exceptions and Exemptions.* Tot lots and recreational areas that benefit from the durability of cool-season turfgrasses are exempt from contiguity requirements of this section. All other requirements shall apply.

...

#### **17-70-070 Curbside and Urban Street Frontage Landscaping.**

(A) *Curbside Landscaping.* Curbside landscaping shall include requirements for detached walks, street trees, plantings, and mulches.

(1) *General.*

(i) Street trees and curbside landscaping are required whether on a public or private street or right-of-way. Evergreen trees shall not be used as street trees. Existing deciduous street trees in good health and condition may be used to satisfy the street tree requirement if they are part of the curbside landscaping.

(ii) Streets with detached walks shall have curbside landscapes that include the area within the right-of-way as measured between the back of the curb and face of the walk. The curb is not counted as part of the curbside landscape.

(iii) Street trees shall be centered within the curbside landscape area. The uniform placement of street trees is intended to create a continuous street edge. Trees may be grouped to achieve a specific aesthetic; however, the intent is to avoid large areas without street trees. No gap between groupings of street trees shall exceed 120 feet, and no trees shall be placed in easements unless permitted by the easement holder.

(iv) Street trees shall be deciduous, thornless, fruitless canopy trees of species that mature to heights of between 30 and 60 feet and with canopies that mature to at least 25 feet wide.

- (v) Street trees shall be set back at least 50 feet from the face of a stop sign in order to maintain the sight distance area and shall comply with the design specifications outlined in the Broomfield Standards and Specifications, including Section 700 for sight distance area design parameters.
- (vi) If an easement conflicts with the installation of street trees, applicants shall provide shrub equivalents. **Shrub and perennial equivalents shall comply with the Landscape Reference Manual.** If vegetation of any type, other than grass is prohibited by the easement holder, then the applicant shall be required to provide the required trees elsewhere on site. Relocated street trees shall not be used to satisfy other required landscaping requirements.
- (vii) The property owner adjacent to the public or private street shall maintain any street trees. The sight distance area shall be maintained at all roadway intersections, crossings, and parking areas by keeping all bushes and shrubs at a height of 36 inches or lower above pavement surface and trim all trees and hanging branches to a minimum height of 8 feet above pavement surface including sidewalks, and 14 feet above the vehicular traveled right-of-way. When located within a sight distance area, plant materials shall comply with the design specifications outlined in the Broomfield Standards and Specifications, including Section 700 for sight distance area design parameters.
- (viii) Living materials shall include water-wise deciduous or evergreen shrubs, ornamental grasses, perennials, ground covers, sod, and/or native seed consistent with this chapter.

(2) *Curbside Landscaping Detached Walks.*

(i) *General Requirements.*

- (1) Cool-season turfgrass is prohibited within any size of detached curbside landscape areas.
- (2) Curbside landscape areas that are less than three feet in width shall be mulched with rock mulch, no white quartz rock, or decorative hardscape. Rock shall be a minimum of 1.5 inch diameter.
- (3) Curbside landscape areas that are between three and six feet in width shall be planted at a minimum with shrubs and shall include mulch. Ornamental grasses are optional.
- (4) Curbside landscape areas that are between six and 10 feet in width shall be planted with shrubs and street trees at a minimum. Ornamental grasses are optional.
- (5) Curbside landscape areas that are 10 feet in width or wider may be planted entirely with either water conserving (xeric) vegetation and required street trees. A combination of shrubs and ornamental grass beds may be incorporated within the curbside landscape area.

(ii) *Minimum Plant Material.*

- (1) Trees. Where trees are required per 17-70-070.A.2, one tree per 40 linear feet of street frontage shall be provided.
- (2) Shrubs and Ornamental Grass. When shrub and ornamental grasses are used, per 17-70-070.A.2 the following requirements shall be met:
  - (a) No less than one shrub per 40 square feet or shrub equivalents may be installed within the curbside landscape area and no more than 30 percent of the shrub count can be ornamental grasses provided as shrub equivalents. Shrubs are assumed to be an average of four feet wide at maturity.
  - (b) No more than 15% of perennials may be provided as shrub equivalents. Calculations for the plant quantities shall be done first.
  - (c) **Shrub and perennial equivalents shall comply with the Landscape Reference Manual.**
- (3) Any area within the curbside landscape bed that is remaining shall be completed with either wood or rock mulch, or native seed depending upon the width of the curbside landscape.
- (4) Provide a variety of shrub species that differ in height, color and width for visual interest, and to avoid monocultures, throughout the seasons.
- (5) Shrubs and ornamental grasses shall be three gallon size at time of installation and perennials shall be provided at a ratio of three one-gallon perennials to one three-gallon shrub.
- (6) Additional trees may not be provided in the curbside landscape area as a substitute for the living ground cover treatment such as shrubs, ornamental grasses, or perennials.

...

17-70-110 Additional landscape and irrigation requirements for non-residential districts, multi-familyunit, single-familyunit attached properties and manufactured home parks. The following additional landscape and irrigation requirements shall apply to all non-residential properties, multi-familyunit, single-familyunit attached properties and manufactured home park common areas, unless specifically excluded.

- (A) Areas required to be landscaped. All portions of these properties which are not occupied by structures, water bodies, surfaced by streets, roads, driveways, sidewalks, parking areas, other vehicle use areas, or city approved trails are required to be landscaped in accordance with the provisions of this section. Designated areas shall be maintained free of weeds at all times throughout the year.
- (B) The landscaping required in this section shall not exceed the moderate water-demand landscape standard as described in the Landscape Reference Manual.
- (C) Turfgrass, sod and seed mixtures shall be in conformance with Table 1. **Nonfunctional turf areas are to be minimized. Native seed as a turf alternative or hybridized sod only. No cool-season turfgrass is permitted in nonfunctional turf areas.**

- (D) All properties shall feature landscape areas in the front, rear, side and perimeters that separate parking areas, other vehicular use areas, or buildings from adjacent property lines according to the following provision:
- (1) Unless otherwise specified in the zoning district requirements or planned unit development plan for a property, along the sides or rear of any non-residential development project that directly abuts a residential zoning district, there shall be a landscape buffer at least 25 feet in depth.
- (E) For properties adjacent to roads with detached sidewalks, the property owner shall install landscaping and irrigation within the area between the sidewalk and curb within 12 months of the issuance of a certificate of occupancy. This area does not count in calculating compliance with the provisions of this section.
- (F) The city shall not be responsible for constructing or maintaining landscaped areas within a development that incorporates publicly owned and accessible trails, parks, detention areas or drainage channels unless otherwise specified during the site review process or through a separate ownership and maintenance agreement approved by the city council.
- (G) Development projects adjacent to an arterial or collector street shall be required to landscape the right-of-way adjoining the development site and the nearest one-half of the median subject to the following:
- (1) Environmental concerns, including shade and winter ice, shall be addressed in the design of medians and right-of-way areas.
  - (2) Unless otherwise specified, the city shall maintain arterial street medians.
- (H) Any landscaping around a fire hydrant shall be designed with a three-foot clear zone of mulch or ground cover height plant material.
- (I) *Drive-Through Screening Adjacent to Street Frontages.* A wall between 42 and 48 inches in height shall be provided to mitigate noise and minimize the visual impacts associated with on-site signs with speakers as well as screen drive-through aisles, service areas and stacking lanes from abutting public or private rights-of-way. The wall shall match or complement the colors, materials and aesthetic theming of the main structure. Landscaping consisting of low shrubs shall be provided along the exterior or street side to soften the appearance of the wall. Screen walls may be located within any required buffer setbacks.

...

## Section 2.

This ordinance shall be effective January 31, 2026.

**Section 3.**

Introduced and approved after first reading on December 9, 2025, and ordered published in full.

Introduced a second time and approved on January 13, 2026, and further ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

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City and County Attorney



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Jeffrey Schreier

**Meeting Date:** Tuesday, December 9, 2025, 6:00 PM

**Agenda Category:** Action Items

**Agenda Item:** 7D.

**Subject:** Ordinance First Reading - Approving an Investment Agreement with GLC Health Ventures

- Ordinance No. 2282 approving an Investment Agreement with GLC Health Ventures

**Goals:** Financial Sustainability and Resilience

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## Overview

[View Correspondence](#)

[View Presentation](#)

GLC Health Ventures LLC plans to build a 53,000-square-foot health facility in Broomfield for Ernest Health, representing a \$30 million investment that is expected to create jobs and expand the local tax base. Ordinance 2282 would approve a business investment agreement providing up to \$300,000 in tax reimbursements, matched by the Metro District through site improvements. The agreement follows Broomfield's established model of performance-based incentives tied to actual tax payments and investment. Overall, the project is anticipated to strengthen economic growth and accelerate property tax revenues within the district.

### **Attachments**

[Memo- Approving an Investment Agreement with GLC Health Ventures- 1st Reading \(1\).pdf](#)

[Ordinance No. 2282 - Approving an Investment Agreement with GLC Health Ventures - 1st Reading \(1\).pdf](#)

[GLC Health Ventures Signed Development and Business Investment Agreement \(1\).pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

GLC Health Ventures LLC, is a real estate and private equity firm that is constructing a new 53,000 square foot health facility in Broomfield for Ernest Health. The construction of the new facility and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues. Ordinance 2282 would approve a business investment agreement with GLC Health Ventures LLC. The agreement is limited to total reimbursement of tax revenues paid by the developer for the location and establishment of the health facility, with a maximum amount of up to \$300,000 with a required match of \$300,000 by the Verve Metropolitan District No. 1 via accepted improvements to the site.

Broomfield has built and maintained a strong, diversified tax base ([Community Goal 1: Financial Sustainability and Resilience, Indicator 1.D](#)), through balancing residential and business development and growth. To support business success and growth, our continuing efforts range from developing a productive, talented workforce, supporting commercial development matching current demands and next-generation needs for workspace, and maintaining a focus on reasonable, reliable business costs in providing quality services and effective infrastructure.

Businesses are facing several challenges as they strive to meet customer demands, innovate new products and services, and support their employees and their families. Business decisions, on where and when to locate and grow, are increasingly being influenced by preferences and behavior choices of future employees. Broomfield programs and services align with these factors, including ensuring a range of housing choices (access, location, and costs), transportation mobility, workforce development, education programs, and opportunity. The staff works closely with commercial developers to encourage new and redeveloped workspaces to increase the amount and type of spaces. These work efforts include work with the owners and developers of Simms Technology Park, Baseline, and existing buildings and spaces around West Midway and Interlocken.

Balancing the cost of doing business while making strategic investments in infrastructure and services continues to be a primary goal and outcome for Broomfield, area, and state leaders. Like other communities in the Denver metro, Broomfield occasionally provides business investment agreements to specific businesses in targeted business sectors as a means to maintain and strengthen our local economy and tax base.

Through 2024 and 2025 Council has approved investment agreements for businesses like La Belle Bakery, Peak Energy, and Raven Space Systems bringing the total number of business investment agreements to 14. These previous agreements range from supporting Ball Aerospace's new Technology and Research facility and operations (approved in 2020, a total commitment of \$2.65M) to the La Belle Bakery agreement (approved in 2024, a total commitment of \$30,000).

Broomfield's approach to business investment agreements has followed a consistent model, with the terms of the agreement requiring specific performance related to new investment, employment, and taxes generated, which is demonstrated through employment certification and tax payments. Upon receipt of the tax payment, a portion of the generated taxes are then remitted to the company. Both the specific application of taxes (sales and use, real (Ad Valorem) property, and business personal property) and the shares are prescribed in the agreement.

Broomfield has generally capped the share of the tax revenue remitted in a direct business investment agreement to less than fifty percent (50%) of the total new taxes generated, and generally limits the agreements to a 10-year reimbursement period. As a note, development support agreements (such as the Baseline Managed Growth and Development Agreement (MGDA) and the Broomfield Town Square Redevelopment and Reimbursement Agreement (BTS RRA)) may have different approaches and terms.

### **Investment Agreement for GLC Health Ventures LLC.**

Ordinance 2282 would approve a business investment agreement with GLC Health Ventures LLC who will construct a new facility for Ernest Health in Broomfield. The building construction and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues.

GLC Health Ventures LLC endeavors to construct a 53,000 square foot health facility at 9150 Metro Airport Avenue. This is the first phase in their plan to expand their business. Ernest Health Systems is a network of rehabilitation and long-term acute care hospitals. They focus on providing specialized medical and rehabilitative services to patients recovering from disabilities by injuries or illness, or from chronic or complex medical conditions. The current capital investment is projected to be \$30 million at this location along with improvements to the facility, including equipment.

The proposed business investment agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of the health facility, with a maximum amount of up to \$300,000 (requiring matching funds from the Verve Metropolitan District No. 1 in the form of public improvements) over a term of seven years. The agreement proposes issuing more than 50% of the taxes for the use tax and business personal property tax streams because, when combined with real property tax, they account for less than 50% of the total new taxes generated for this project. This proposed agreement includes:

- partial reimbursement of sixty percent (60%), of the company's payment made for the general fund portion (3.5%) of Broomfield's use tax for building supplies and equipment purchases remitted by the company, or its contractors; and
- partial rebate, sixty percent (60%), of the business personal property taxes remitted by the company or its occupant for the City and County of Broomfield portion of the business personal property taxes.

Business investment agreements are approved by ordinance. The agreement is a pledge by Broomfield to reimburse a business all or a portion of the sales, use, and personal property taxes generated by the taxable activity of the business over multiple years, thereby creating an indebtedness requiring approval by ordinance, per the City and County Attorney.

## **Financial Considerations**

As shown in the sources and uses of funds summary below, the sources of funds are taxes owed to and paid to the City and County of Broomfield (does not include any taxes collected by the City and County of Broomfield Treasurer on behalf of and paid to other governmental organizations). The payments will be authorized and made, per the agreement, under the approval of the annual budgets.

Current projections indicate tax increment revenues from the district will be sufficient to fully satisfy these reimbursement obligations ahead of the URA's original sunset date. The addition of new commercial space through this proposed development, combined with Raven Space Systems' planned capital investment, is expected to further boost property tax generation, further expediting the payoff of the URA's commitments.

This accelerated revenue trajectory underscores the positive fiscal impact of strategic business attraction within established urban renewal districts.

Sources and Uses of Funds	Amount
GLC Health Ventures LLC and Ernest Health Use Tax and Business Personal Property Tax Payments (estimated 2026-2032)	\$1,900,000
GLC Health Ventures LLC (sharing agreement, maximum)	\$300,000
Projected Balance	\$1,600,000.00

### Prior Council or Other Entity Actions

N/A

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If Council desires to proceed with the investment agreement and provide business support through reimbursement of a share of added use taxes and business personal property taxes derived from the construction of the specific business, it is recommended...

**That Ordinance 2282 be adopted on first reading and ordered published in full.**

If adopted on first reading, a second reading and public hearing for Ordinance 2282 will be scheduled for January 13, 2026.

### Alternatives

Do not approve Ordinance 2282, to provide business support through reimbursement of a share of added business personal property tax and use taxes derived from the construction of the specific businesses.

# ORDINANCE NO. 2282

An Ordinance Approving A Business Investment Agreement with GLC Health Ventures, LLC

## Recitals.

Whereas, Broomfield has built and maintained a strong, balanced tax base through balancing residential and business development and growth.

Whereas, in order to attract, grow and retain businesses within the community, Broomfield occasionally provides business investments to specific businesses in targeted business sectors.

Whereas, the benefits of expanding and relocating businesses within Broomfield include an increase in employment and wage earning opportunities for residents and an increase to local tax revenue from real and personal property, lodgers and sales and use taxes.

Whereas, Broomfield is intentionally limited in its use of business investments to support businesses. Business investment agreements are performance based, with a reimbursement to the recipient company from collected revenues resulting from the business's taxable activity over a period of up to ten years.

Whereas, the revenues subject to reimbursement pursuant to a business investment agreement may include sales taxes, use taxes and personal property taxes paid by the business to Broomfield. Business investments do not include tax revenues collected by Broomfield on behalf of other governmental entities.

Whereas, the City has determined that supporting the growth of local businesses and the relocation or expansions of selected businesses to Broomfield is in the best interest of the City, serves the public interest, and benefits the public.

Whereas, pursuant to Section 6.4 of the Home Rule Charter, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing a burden upon or limiting the use of private property, shall be by ordinance.

Whereas, Chapter 3-40 of the Broomfield Municipal Code authorizes the City Council to enter into an agreement to provide all or a portion of Broomfield's retail sales and use tax revenue generated by taxable activity to be used to provide investments to attract individual retail or commercial businesses to Broomfield.

Whereas, the pledge by Broomfield to reimburse a business all or a portion of sales, use and personal property taxes generated by the taxable activity of the business over multiple years creates an indebtedness requiring approval by ordinance.

Whereas, City Council has determined it appropriate to enter into business investment agreements to GLC Health Ventures, LLC; a form of which is on file with the City Clerk.

Now, therefore, be it ordained by the City Council of the City and County of Broomfield, Colorado:

**Section 1.**

The business investment agreement, by and between the City and County of Broomfield and GLC Health Ventures, LLC, in substantially the form presented to the City Council and on file with the City Clerk, is hereby approved.

**Section 2.**

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the business investment agreement, in a form approved by the City and County Attorney.

**Section 3.**

This ordinance shall be effective seven days after public notice following final passage.

Introduced and approved after first reading on December 9, 2025, and ordered published in full.

Introduced a second time and approved on January 13, 2026, and further ordered published.

The City and County Of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

\_\_\_\_\_  
City and County Attorney

*KF*

**INVESTMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND  
GLC HEALTH VENTURES, LLC.**

1.0 PARTIES. The parties to this Agreement (hereinafter referred to as the "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (hereinafter referred to collectively as the "City") and GLC Health Ventures, LLC (hereinafter referred to as "GLC") and provided that City and GLC may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

2.0 RECITALS.

2.1 GLC is a developer which will build a 53,000 square foot medical building at 9150 Metro Airport Avenue (the "Facility").

2.2 GLC is constructing the Facility to be used as a rehabilitation center.

2.3 GLC anticipates it will lease or sell the Facility to Ernest Health Holdings, LLC or its affiliate (the "Occupant").

2.4 It is expected that the Facility once constructed and occupied will result in a total capital investment (construction cost, furnishing, fixtures, equipment) in excess of \$30,000,000.

2.5 It is the policy of the City to support its local businesses and to encourage the creation and retention of local jobs.

2.6 The City finds and determines that the development proposed by GLC is in the best interest of the City, serves the public interest, and benefits the public.

3.0 THE OBLIGATIONS OF GLC. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, GLC agrees as follows:

3.1 GLC shall construct and cause to be occupied a medical facility of no less than 50,000 square feet at 9150 Metro Airport Avenue. Evidence of meeting this requirement will be:

3.1.1 By achieving approval for the construction and securing a certificate of occupation for the site, and

3.1.2 *Ad Valorem* Property Tax Records showing the location, tax liability, and payment by GLC as an entity within the City and with taxes owed to the City.

3.1.3 Business Personal Property Tax Records showing the location, tax liability, and payment by either GLC or Occupant as an entity within the City and with taxes

owed to the City.

3.2 In exchange for the receipt of any tax rebates from the City, GLC shall have leased or sold the Facility to Occupant, and said Occupant shall employ no less than 25 full time equivalent employees at the Facility through the expiration of this agreement.

4.0 THE OBLIGATIONS OF THE CITY. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City agrees as follows:

4.1 Use Tax Rebate. The City agrees to rebate and pay to GLC and/or Occupant an amount equal to sixty percent (60%) of the City's 3.50% use tax, which percentage excludes 0.25% presently allocated for open space and 0.40% presently allocated for the county functions, levied and collected on building construction materials used in the initial construction of the proposed development and the purchase and installation of equipment on the leased property (hereinafter referred to as the "Use Tax Rebate"). For the avoidance of all doubt, the Use Tax Rebate shall apply to both GLC and the Occupant concurrently.

4.2 Personal Property Tax Rebate. The City agrees to rebate and pay to GLC an amount equal to sixty percent (60%) of the city and county business personal property taxes paid by GLC or Occupant and retained by the City, for taxable personal property located within the Facility beginning on January 1<sup>st</sup> of the first tax year in which the Facility is occupied and Business Personal Property Tax is paid (such as Business Personal Property tax assessed on January 1, 2026 to be paid in 2027) and for the duration of this agreement as long as the Facility remains located and operating in the City. No rebate will be paid for any year in which GLC or Occupant fails to maintain the required full time employment minimums pursuant to Section 3.2 above. In order to receive the Personal Property Tax Rebate, GLC or Occupant shall certify to the City in writing on or before July 15<sup>th</sup> of each year that it has maintained the necessary number of employees at the Facility for the previous 365 days. Payment of the rebate shall be submitted to GLC by the City within forty-five (45) days of the City's receipt of the certification.

4.3 Maximum Rebate. The maximum rebate to be paid by the City to GLC and Occupant together from the shared use tax and property tax when combined shall not exceed three hundred thousand dollars (\$300,000.00).

5.0 Term. The Term of this Agreement shall commence on the date of final approval by the Parties and shall continue for seven years at which time the Agreement will automatically terminate. All obligations of the City to rebate and pay use tax, business personal property tax, and real property tax shall terminate upon termination of the Agreement.

6.0 Repayment Conditions. During the term of the agreement, year one to year seven, if in any year GLC fails to construct the Facility or GLC or Occupant fails to maintain the required full time employment minimums pursuant to Section 3.2 above, no

rebate for that year shall be made to GLC or Occupant.

6.1 Payments are conditioned upon the Facility having received a financial contribution by the Metro District for public improvements to the site inclusive of any bordering land and any off-site or adjacent work necessary to support the site—such as, but not limited to, stormwater detention, retaining walls, grading, or related infrastructure— that have been accepted by the City through normal construction inspections. Any payments owed by the City pursuant to this Agreement shall be limited to the amount of financial contribution made by the Metro District; however, in no case will such payments by the City exceed the Maximum Rebate amount of three hundred thousand dollars (\$300,000.00).

7.0 Miscellaneous.

7.1 The City shall calculate and pay GLC or Occupant any rebate authorized by the Agreement based upon the actual taxes levied and collected and not the amounts of tax estimated herein.

7.2 The City's obligations pursuant to this Agreement terminate if GLC does not complete the construction of the Facility in the City following the commencement of this agreement. The City agrees to use its best efforts, including but not limited to, assigning a senior level staff person to assist GLC with the process necessary for obtaining the permits and approvals required for the development and operation of the Facility.

8.0 ASSIGNMENT. This Agreement shall only be assigned by GLC without the prior written consent, but with 30 days written notice, of the City to Ernest Health Holdings, LLC or its affiliates. GLC shall not have the right to assign this Agreement to any other entity without prior written consent of the City.

9.0 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 personally served or 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 shall be deemed to have been given when deposited in the mail of the United States Postal Service.

10.0 EXHIBITS. All exhibits referred to in this Agreement, if any, are by reference incorporated herein for all purposes.

11.0 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, acts of terrorism, regulations or order by civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

12.0 DEFAULT. Time is of the essence. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by either Party within ten (10) business days following receipt of notice to the non-performing Party, then 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 such 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 damages that is limited to the amount of use and personal property taxes rebated under this Agreement.

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

14.0 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.

15.0 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 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.

16.0 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.

17.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

18.0 BINDING EFFECT. This Agreement shall insure to the benefit of and be binding upon the Parties and 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.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto and Occupant. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto or Occupant.

21.0 FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. In the event the City fails to appropriate funds for this Agreement beyond the current fiscal year, the City shall have no obligations for rebates for future fiscal years. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

22.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

23.0 SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

24.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

25.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary; provided, however, that a copy of any correction made to this Agreement and attached exhibits, if any, by a Party shall immediately be provided to the other Party and, further, no such correction shall be effective unless the other Party has indicated its agreement with such correction

26.0 DAYS. If the day for any performance or event provided for herein is a Saturday, Sunday, or a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

27.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, extension of time, or appropriation, budgeting, or payment action, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and neither Party shall be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability

of the other Party.

29.0 PRIOR AGREEMENTS. By entering into this Agreement, the Parties terminate any prior existing agreements entered into between the Parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of January, 13, 2026.

THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City & County Attorney

GLC Health Ventures, LLC.

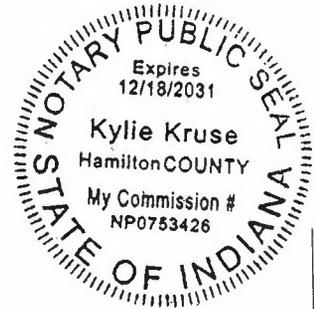
[Signature]  
By: RYAN RANS  
As: MANAGER

State of Indiana )  
                          ) ss.  
County of Hamilton )

The foregoing instrument was acknowledged before me this 26 day of November, 2025 by Ryan Rans as Manager of GLC Health Ventures, LLC.

[Signature]  
Notary Public

My Commission expires: December 18 2031





# City and County of Broomfield

## City Council Regular Meeting

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### E. Council Discussion of and Self Appointments to Boards, External Organizations and Committees

Meeting	Agenda Group
Tuesday, December 9, 2025, 6:00 PM	Action Items Item: 7E.
Presented By	
Kelli Cole, Executive Office Manager	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Every two years, following a municipal election, the City Council appoints fellow elected officials as representatives to various organizations and committees. This memorandum provides information on these organizations as the City Council considers the various appointments.

### **Attachments**

[Memo for Council Discussion of and Self Appointments to Boards, External Organizations and Committees.pdf](#)

[Council Self Appointments to Boards and Commissions Updated 12.12.23 \(CMO Managed\) - Master \(2\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Every two years, following a municipal election, the City Council appoints fellow elected officials as representatives to various organizations and committees. This memorandum provides information on these organizations as the City Council considers the various appointments. Additionally, Council can use this time to discuss continuing involvement in these organizations and committees and provide direction to staff related to continued involvement.

Attachment 1 outlines the various Boards, Commissions, and Organizations that Council or staff currently serve on, including authority, functions, meeting information and current appointments.

City Council's Procedures and Rules of Order sets the procedures by which Council makes appointments to the boards and commissions.

For each board/committee appointment, Councilmembers may make individual nominations for the board/committee. No second is needed for a nomination. If the number of nominations exceeds the number of vacancies, Council will proceed to vote. If the number of nominations does not exceed the number of vacancies, Council can proceed directly with a motion to appoint.

Votes shall be made public per C.R.S. 24-6-402(2)(d)(IV) by electronic ballot. The City and County Clerk will count the votes, and the Presiding Officer will announce the results.

If none of the candidates receive a majority of the votes cast by Councilmembers at the meeting to be elected on the first ballot, the candidate receiving the fewest votes will be dropped unless the elimination of such name (or names in the case of a tie vote) would leave only one candidate for the office.

This process will continue until one candidate receives the required number of votes to be elected. Following completion of the electronic balloting, a motion to appoint will be necessary.

The appointments will be through November 2027 to align with the next municipal election unless a different term length is required by the individual Board or Commission.

The City and County Clerk shall maintain a record of the vote for boards and commissions appointments.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

[December 12, 2023](#) Council made appointments to various positions on Broomfield Boards and Commissions

[November 28, 2023](#) Council discussed Council appointments to Broomfield Boards and Commissions

## **Boards and Commissions Prior Actions and Recommendations**

N/A

## **Proposed Actions / Recommendations**

Discussion by City Council and appointment of Council representations to boards/commissions.

## **Alternatives**

Decide not to appoint a Council representative to one or more boards/commissions

Appointed Councilmembers on 12/12/2023; Updated Sheet 10/30/2025												
Green = required; yellow = optional	Board Name	Authority	Function	Appointed Councilmember	Meeting Time	Estimated Time Commitment	Meeting Location	Voting Member (Yes or No)	Liaison Name/Contact Info	Needs Formal Letter of Notice of Appointment	Post Public Notice?	Notes
✓	Advisory Committee on Environmental Sustainability (ACES)	Resolution No. 2018-121 (temp task force) Resolution No. 2020-04 (permanent committee; name change); Reso. No. 2021-158 (adding youth). ACES consists of 14 residents and 2 councilmembers	Outline goals and action steps within Broomfield. Contribute to the direction and implementation of the greenhouse gas reduction plan and the Zero Waste Plan. ACES subcommittees on Transportation, Zero Waste and Energy will advise on the planning and gradual implementation of key sustainability programs and initiatives	Jean Lim - Member Laurie Anderson - Alternate	2nd Monday 6-8 p.m.	2-3 hours/month	In Person: Broomfield Human Services Building, Heritage Conference Rooms	<input type="checkbox"/>	Garrett McDaniel, Community Sustainability Manager (gmcDaniel@broomfield.org; 720-527-0098)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	aka ESATF
✓	Broomfield Building Corporation Board of Directors	Ordinance No. 1407 establishes the Corporation. Resolution No. 2012-01 Adopted the Amended Bylaws The Bylaws provide that the Board shall include the Mayor, City and County Manager, the Deputy City and County Manager, Finance Director, one councilmember and one alternate councilmember.	Governs financing and leasing for public projects. Acquires by purchase, lease or otherwise, interests in real and personal property and facilities and improvements and conveys said interests to the City and County of Broomfield.	Mayor Castriotta - Member Paloma Degadillo - Member Todd Cohen - Alternate	1 meeting/year coinciding w/budget adoption in October	.5 hour/year	In Person: George D'I Ciero City and County Building	<input checked="" type="checkbox"/>	Graham Clark, Director of Finance 303-438-6200 graham.clark@broomfield.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
✓	Broomfield County Transportation Forum	County Forums are an extension of the Denver Regional Council of Governments (DRCOG). Governance regarding all actions are ultimately a recommendation back to the DRCOG Board  Established August 2018	Responsible for submitting Regional and Subregional Share Transportation project recommendations to DRCOG. All DRCOG member representatives invited to participate as voting members; other non-voting. Forums open to the public. Forums must provide documented process to DRCOG. Receives periodic updates from DRCOG, CDOT, and RTD planning efforts	Austin Ward - Chair James Marsh-Holschen - Vice Chair Bruce Leslie - Member	2nd Friday monthly 1-2:30 p.m. - Virtual	1.5-2 hours/month	Virtual Meetings	<input checked="" type="checkbox"/>	Sarah Grant Transportation Manager City & County of Broomfield One DesCombes Drive Broomfield, CO 80020 303-438-6385 sgrant@broomfield.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Note: of the 9 meetings scheduled this far in 2023, 6 have been cancelled - need to discuss moving to quarterly
✓	Broomfield Chamber of Commerce Board of Directors	Chamber Bylaws - The governance of The Chamber, the direction of its work and the control of its property shall be vested in the Board.  The Board may include several ex-officio members, in that CCDB may provide two City Council members as ex-officio, one regular member and one alternate. The regular City Council member will be the only ex-officio with voting power.	The purpose of The Broomfield Chamber of Commerce is to unite the people of commerce, industry, education, and local nonprofits to work together so that the citizens and all businesses within the Broomfield area may prosper.  To further that objective, the Board of Directors shall from time to time adopt goals, objectives, policies, and programs to guide and direct the activities of the organization.	Bruce Leslie - Member Kenny Nguyen - Alternate	3rd Tuesday of each month from 9-10 a.m. Location varies.	1.5 hours/month plus attendance at Chamber events	Location Varies	<input type="checkbox"/>	Pat Monacelli - President patrick.monacelli@broomfieldchamber.com	<input type="checkbox"/>	<input type="checkbox"/>	
✓	Broomfield-Westminster Open Space Foundation Board	Ordinance No. 1823 established the Board. The Bylaws provide that the Board shall include the Mayor of Broomfield and Westminster, the City and County Manager of Broomfield and the City Manager of Westminster, and one councilmember and one alternate councilmember from Broomfield and Westminster. In addition the City and County Manager of Broomfield and the City Manager of Westminster shall jointly appoint one director not elected or employed or a resident of either Broomfield or Westminster.	The Foundation is the issuing entity for the Certificates of Participation (COPs) for the Metzger Property. The Directors provide policy guidance on the long term management of property owned by the Foundation.	Mayor Castriotta - Member Paloma Degadillo - Councilmember One alternate councilmember (vacant)	One meeting each year with additional as needed.	1-2 hours/year	Virtual Meetings	<input checked="" type="checkbox"/>	Kristan Pritz Director of Open Space & Trails 303-438-6328 kpritz@broomfield.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The Bylaws note that one alternate councilmember is to be appointed to serve during absences of its appointed councilmember.
✓	Colorado Communities for Climate Action (CC4CA)	As a member of CC4CA, Broomfield may appoint one official elected, appointed, or an employee, to serve on the Board. The Council may also appoint an alternate member.	CC4CA is a coalition of local governments, working for state and federal climate-protection actions to complement our local efforts. Reviews legislative proposals.	Jean Lim - Member Laurie Anderson - Alternate (revised 9/24/24)	The Board typically meets on the 4th Friday of every month from 9-10:30 am	2 hours/month	Virtual Meetings	<input checked="" type="checkbox"/>	Jacob Smith Executive Director jsmith@cc4ca.org	<input type="checkbox"/>	<input type="checkbox"/>	
✓	Colorado Counties, Inc.	All council member and the Mayor are eligible and invited to attend and participate in all CCI meetings and they will all be considered members of all 9 CCI steering committees. Some counties assign a specific commissioner to specific committees internally. However, in voting situations, each jurisdiction has one vote, regardless of how many commissioners or council members are in attendance.	CCI is a non-profit, membership association whose purpose is to offer assistance to county commissioners, mayors and council members and to encourage counties to work together on common issues.	Heidi Henkel - Lead James Marsh-Holschen - Involved, also on Tax & Finance Committee Austin Ward - Involved, also on Transportation & Telecommunications Committee Daneë Brouillard: Staff Proxy	CCI meetings are only held during the Legislative Session, mid-January through mid-May.  Steering Committee Meetings held monthly on Thursday and Friday (the week varies), 9 a.m. - 4 p.m., Hybrid format  Also includes Legislative Briefing Meetings on Fridays, monthly 12-1:30 p.m., Virtual  Summer Conference 3 days in June, yearly Winter Conference 3 days in December, yearly	7-9 hours/month	Hybrid Meetings: CCI offices 800 Grant Street, Suite 500 Denver CO 80203	<input checked="" type="checkbox"/>	Daneë Brouillard 303.552.7315 dbrouillard@broomfield.org  Kristin Dunn Deputy Director 800 Grant Street, Suite 500 Denver, CO 80203 303-861-4076 (o) 303-503-7721 (c) kdunn@cconline.org	<input type="checkbox"/>	<input type="checkbox"/>	
✓	Community Services Block Grant Tripartite Advisory Board	CSBG Act of 1998, Section 676B require the CSBG eligible entity to administer the CSBG program through a Tripartite Board, which has three parts: ■ A low-income representative (with lived experience) ■ An elected official or their appointed representative; and ■ A private sector representative (with interests in the community served). (Source CSBG Information Memorandum #82)	DHS receives federal CSBG funding to address and eliminate poverty. In Colorado, CSBG funds are allocated to the Colorado Department of Local Affairs, which in turn allocates funds to eligible entities. DHS receives approximately \$36K annually. These funds are used for emergency rental/mortgage/utility assistance and housing stabilization.	Heidi Henkel - Member	varies	1.5 hours/meeting, 3 meetings /year	Virtual Meetings	<input checked="" type="checkbox"/>	Mandy Walke, 720-887-2279, awalke@broomfield.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
✓	Counties & Commissioners Acting Together (CCAT)	As a member of CCAT, Broomfield may appoint one official elected, appointed, or an employee, to serve on the Policy Committee. The Council may also appoint an alternate member.	Reviews legislative proposals. Makes recommendations to CCAT Executive Board regarding positions of support, opposition or amendment to a wide variety of proposed legislation.	Mayor Pro Tem Sharr - Lead, and Ad Hoc Organizational Committee, Housing Committee, Short Term Rental Subcommittee, Transportation Bruce Leslie - Involved James Marsh-Holschen - Fiscal Reform Committee Jean Lim - Natural Resources & Wildlife Laurie Anderson - Involved Daneë Brouillard: Staff Proxy	Typically meets 4 times per year before and during the legislative session with bi-weekly conference calls during the session.  Two annual policy planning retreats. Monthly calls for committees and weekly governing board meetings/calls during the legislative session. Testifying at the Capitol as needed.	2-3 hours/month plus committees and legislation as wanted	Virtual Meetings	<input checked="" type="checkbox"/>	Ruth Aponte Aponte & Busam, Public Affairs Consulting 1580 Logan Street, Suite 510 Denver, CO 80203 raponte@aponte-busam.com 303-907-1980  Julia Scanlan	<input type="checkbox"/>	<input type="checkbox"/>	

<input checked="" type="checkbox"/>	Denver Regional Council of Governments (DRCOG)	DRCOG was established in 1955. Broomfield Membership in DRCOG is voluntary. Dues are paid annually.  Membership consists of a representative and alternate from each of the 38 participating governments.  Denver has 2 members. Broomfield currently has one but has the option to pay for another voting member.	Works to solve regional problems through collaboration.  Makes decisions regarding regional transportation funding and projects.  Provides comprehensive services for the region's older adults and people living with disabilities.  Reviews and adopts other regional plans for the metro area, including Metro Vision.	Austin Ward - Member James Marsh-Holschen - Alternate	3rd Wednesday, 6:30 p.m., at DRCOG offices  DRCOG Board meeting - 3 hours plus travel (travel estimate: 1.5 hours) in person required to vote  DRCOG Board Prep meeting with staff .5 hour (virtual)  If participating in Perf/Engagement or Finance Committee add 1-2 hours for meetings in advance of the Board meeting  DRCOG Monthly Work Session 1.5 hours (virtual)  Personal agenda prep review for board, work sessions, and committee meetings (1-2 hours depending)  Annual Retreat - full day + optional dinner Annual Awards Dinner, optional	Total 8-10 hours/month	Board Meetings: In Person  Denver Regional Council of Governments 1001 17th Street, Suite 700 Denver, CO 80202  Aspen/Birch Conference Room, first floor  Board Prep Meetings: Virtual	<input checked="" type="checkbox"/>	Sarah Grant Transportation Manager 303-438-6385 sgrant@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	Virtual connection info changes each mtg
<input checked="" type="checkbox"/>	Flatiron Improvement District (FID) Board of Directors	The FID is authorized by 14-08-040 BMC and was organized by Resolution 2000-193 which established an independent board of five members to be appointed by the city council. One of the members is to be a voting member to represent the interests of the City. This may be either a staff member or councilperson.	Approved workplan and budget for the District, utilizing an existing approved tax on sales tax transactions Maintains pathway through City and County Right-of-Way and discusses opportunities for improved transit, bike and pedestrian circulation through and to the District.	Austin Ward - Member	Meets on a quarterly on the 4th Thursday, generally an online meeting, 1 hour  ***This has flexibility to change. Staff will revisit with FID to ensure date/time works for all.	1 hr/quarter	Typically Virtual Meetings	<input checked="" type="checkbox"/>	Sarah Grant & Allison Baxter (new for 2025 and forward) Community Development - Transportation 303-438-6385 sgrant@broomfield.org abaxter@broomfield.org	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Originally this voting member was originally a senior city/country staff, as evolved that the council appointed a councilperson to be a voting member - and city/council staff serve as staff for the FID.
<input checked="" type="checkbox"/>	Metro Area County Commissioners (MACC)	Works in partnership with the front range county commissioners to stay informed on various issues concerning their constituents.	Provides a forum to promote regional communication and cooperation among county governments on issues of mutual concern.	Heidi Henkel - Chair/Member Kenya Nguyen - Alternate	Generally meets on the third Friday of the month and rotates counties alphabetically, 11:30 a.m., at various "host" locations.	1-2 hour/month	Hybrid Meetings:  DRCOG Red Rocks Conference Room 7th floor 1001 17th Street, Denver	<input type="checkbox"/>	Melinda Stevens Executive Assistant Direct: 303-480-6701 mstevens@drcog.org	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Metro Mayors Caucus	Founded in 1993, the Metro Mayors Caucus is a voluntary and collaborative regional organization comprised of mayors from throughout the Colorado's Denver metropolitan area.  The 40 member Caucus is governed by an Executive Committee that is comprised of a Chair and two Co-Vice Chairs and up to six at-large members.	Enhancing personal relationships and building trust among Denver metropolitan area mayors and the people they represent; Developing consensus positions on regional issues and advocating their adoption; Monitoring policy that affects municipalities and the region; Providing a voice for regionalism on issues with multi-jurisdictional or regional impacts; Forging relationships and enhancing collaboration among the private, nonprofit and public sectors that seek to implement change at the local, regional and state levels; Offering a forum for the resolution of differences among the jurisdictions in the metro area.	Mayor Castriotta - Member	As determined by members  Every 3 months for 3 hours + retreat in January for a full day	3 hours every 3 months	Metro Denver Chamber of Commerce 1445 Market Street 4th Floor - Board Room Denver, CO 80202	<input checked="" type="checkbox"/>	Heidi Williams President & CEO Civic Results & the Metro Mayors Caucus heidi@metromayors.org  Emma Bangs Program Manager 720-788-3632 emma@metromayors.org	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Mile High Flood District (MHFD)	Colorado Revised Statutes, Section 32-11-204, establishes the LHPCD and provides for one City Council representative.  (Historically this has been the Mayor Pro Tem, which is typical for members from other municipalities. It is suggested that this appointment be the Mayor or Mayor Pro Tem. The requirements are for a voting member of our council.)	Allocates revenue and provides management for: Watershed planning studies, Flood Mapping studies, Floodplain management activities, Flood prediction and early warning program, Capital projects for drainage and flood control improvements, Maintenance of waterways and drainage/flood mitigation facilities, and Water quality and Clean Water Act permit assistance.	Mayor Castriotta - Member	Regular District Board meetings take place on the 3rd Thursday of each month, excluding March, June, July, and December, when no meetings are held. Meetings are hybrid format.  All meetings start with lunch at 12:30 p.m. with the official meeting starting at 1:00 p.m. and ending at 2 p.m.	1.5 hours/month	Hybrid Meetings  District Board Room 2480 W. 26th Ave Suite 156-B Denver, CO 80211	<input checked="" type="checkbox"/>	Rebecca Baker - 303-438-6259  Amelia Deleon Human Resources Manager, 12575 Bayaud Ave., Lakewood, CO 80228 303-455-6277 adeleon@mhfd.org www.mhfd.org	<input type="checkbox"/>	<input type="checkbox"/>	Re Union Drainage & Flood Control District; per Rebecca has to be an EO
<input checked="" type="checkbox"/>	North Area Transportation Alliance (NATA)	Resolution No. 2009-89 Authorized the City and County of Broomfield to enter into a Memorandum of Understanding to Form and Participate in the North Area Transportation Alliance.  Each member shall have a representative and alternate, at least one of which shall be an elected official.	The North Area Transportation Alliance is a partnership of public and private entities in the North I-25 Corridor working to identify, develop, advocate, and lobby for transportation solutions that will enhance mobility, drive economic development and reduce traffic congestion in the north metro area. The coalition provides an opportunity for Broomfield to work positively with its neighboring communities, and for the north metro area to speak and be heard as one voice regarding the transportation needs of the area.	James Marsh-Holschen - Member Todd Cohen - Alternate	Monthly on the 4th Thursday of every month except November/December. Typically no meeting in November and the December meeting date fluctuates. Meetings held at the Adams County Human Service building 11860 N Pecos St, Westminster, CO 80234 7:30 a.m.-9 a.m.  The Strategic Planning Committee (SPC) for NATA meets the 3rd Friday of every month for 30 minutes, virtually. The SPC is optional, unless serving on the executive committee.	1.5 hours/month, plus travel to AdCo offices. (ADD extra time if serve on leadership position which adds 1/2 hour per month virtually.)	Adams County Human Service building 11860 N Pecos St Westminster, CO 80234	<input checked="" type="checkbox"/>	Carson Priest Executive Director 12000 Pecos Street, #100 Westminster, CO 80234 303-453-8513 karen.stuart@smart.com www.natametro.org	<input type="checkbox"/>	<input type="checkbox"/>	Virtual connection info emailed out the meetings; EO required
<input checked="" type="checkbox"/>	Northwest Mayors & Commissioners Coalition Meeting (NW MCC)	The Coalition group of communities located along the U.S. 36 corridor and Northwest metro. The NW MCC has been meeting monthly for more than 20 years to coordinate and advocate for the US 36 Corridor and now shared transportation projects, funding and legislative priorities. The Coalition operates on consensus for advocacy and has been effective in leveraging significant funds for transportation in Broomfield and the region.  Membership is limited to Mayors and County Commissioners and includes representatives from Westminster, Louisville, Boulder, Superior, Boulder County, Longmont, Lafayette, Erie, and Broomfield. Per the organization, mayors are to serve in this position.	Advocates for improvements and funding for the US 36 Corridor and emerging Bus Rapid Transit corridors (SH 7, SH 119, US 287, 120th Ave, South Boulder Rd, SH 42) identified in the Northwest Area Mobility Study (NAMS) that will create a BRT network for the northwest metropolitan area. Advocates for Northwest Rail and improvements to I-25 from US 36 to Union Station so that BRT can travel in both directions. annually reviews and adopts a policy agenda that guides state and federal project and legislative priorities.	Mayor Castriotta Kenya Nguyen - Alternate	2nd Thursday of every month, at 8 - 9:30 AM alternating meetings between Broomfield and City of Boulder offices at the discretion of the Committee (usually a breakfast meeting).  Fully virtual in 2026	1.5 hours/month. Meets with RTD General Manager and Executive Staff one or two time per year, as needed  Other meetings with policymakers as needed  Annual Legislative Breakfast (2 hours) hosted by Commuting Solutions 1st week of January  Annual trip to Washington DC, typically a three day trip in the February - March timeframe.	Virtual Meetings via Zoom	<input checked="" type="checkbox"/>	Sarah Grant Transportation Manager 303-438-6385 sgrant@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	fka US 36 MCC - Broomfield hosts even numbered months Boulder hosts odd numbered months
<input checked="" type="checkbox"/>	Northwest Parkway Public Highway Authority Board of Directors	Resolution 119-99 approved the Establishing Contract for the NWPPHA.  Membership to the Board is an elected official of each governmental unit. (City of Lafayette and Broomfield) along with an alternate member. The Alternate Director shall possess the same qualifications as a Director	Oversees Concession Agreement for the NW Parkway. Handles other matters as necessary on behalf of the Authority Provides a forum to provide information and receive input on RTD issues of interest to their member communities. May include planning, funding and policy issues.	Austin Ward - Member Todd Cohen - Alternate	Meets at least quarterly, or more often when needed. Current meetings have been held on on various dates, depending on board members' schedules. Meetings are by Zoom.	1 hour/quarter	Virtual Meetings	<input checked="" type="checkbox"/>	Managing Administrator is Joel Meggers, Community Resource Services of Colorado, LLC jmeggers@csrfcolorado.com 303-204-8903 www.csrfcolorado.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special meetings may be called in between regular board meetings  * Note: As of 1/26/23, Broomfield does not need to notice/post these meetings.
<input checked="" type="checkbox"/>	State Highway 7 Coalition	Established September 12, 2014.  An ad-hoc committee including local jurisdictions representing Broomfield, Adams County, Brighton, Thornton, Erie, Lafayette, Boulder, and Boulder County as well as Commuting Solutions, Smart Commute Metro North, Northwest Chamber Alliance and University of Colorado. COOT, RTD, DRCOG, FHWA, FTA are also invited to participate.	Advocates for multi-modal projects and programs that are consistent with the plans and studies conducted in the corridor and work collaboratively to secure funding for improvements on SH 7 from Brighton to Boulder.	Laurie Anderson - Member Todd Cohen - Alternate	Meets quarterly, rotating member locations to communities along the corridor or virtual Typically 1st Friday of the month from 8:30 10 a.m. February, May, August, November	1.5 hours/quarter	In Person:  Location Varies	<input type="checkbox"/>	Sarah Grant Transportation Manager City & County of Broomfield One DesCombes Drive Broomfield, CO 80002 303-438-6385 sgrant@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	CM as reps per Sarah 9/13

<input checked="" type="checkbox"/>	US 287 Bus Rapid Transit (BRT) Coalition	Established September 9, 2015. An ad-hoc committee of RTD, CDOT and local jurisdictions including Broomfield, Longmont, Lafayette, Erie, Louisville and Boulder County.	Exploring the feasibility of Bus Rapid Transit (BRT) on US 287 from Longmont to US 36.	Paloma Delgado - Member	Meets as needed during business hours, 2 meetings annually on average Approximately 3 hours	3-6 hours/year	Virtual Meetings	<input type="checkbox"/>	Sarah Grant Transportation Manager City & County of Broomfield One DesCombes Drive Broomfield, CO 80020 303-438-6385 sgrant@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	EO required per Sarah
<input checked="" type="checkbox"/>	Workforce Colorado Rural Alliance	The Workforce Consortium Board is a State run Board run in accordance with the federal Workforce Innovation and Opportunity Act. Broomfield joined in 2002. Federal regulation, 29 USC 3111; state MOU Membership is provided for by the Consortium's Bylaws and consists mostly of persons from the private sector. The balance of the membership consists of representatives required by the Workforce Innovation and Opportunity Act. Broomfield is allowed one member and that person must be an elected official.	Agrees to workforce development plans Negotiates and monitors performance standards. Makes recommendations to the Governor. Facilitates and coordinates sub-regional grant applications.	Jean Lim - Member	Every other month, one in-person (2 days; various locations) and five virtual (1.5 hours)	18 hours/year	5 Virtual Meetings  1 In Person Meeting (various locations in the state)	<input type="checkbox"/>	Celia Hardin Workforce Center Manager Broomfield Human Services 303-464-5854 chardin@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	Optional but highly encouraged
<input type="checkbox"/>	Boulder County Consortium of Cities	The Consortium was created by the Boulder County Commissioners in 1986, and is comprised of elected representatives from the county and every city and town in Boulder County. Boulder County administers and chairs the organization.  Following the creation of the City and County of Broomfield, the Consortium invited Broomfield to continue participation through the appointment of an ex-officio member and alternate.	Provides a forum to promote regional communication and cooperation among county, city and town governments on issues of mutual concern.	Paloma Delgado - Member	Meets 1st Wednesday of every even-numbered month of the year, (February, April, June, August, October, and December).  Meetings begin at 6:30 p.m.	3-3.5 hours/month	In Person:  Typically held at the Boulder County Courthouse in Boulder or at other public buildings throughout Boulder County.	<input type="checkbox"/>	Attn: Mark Ruzzin Boulder County Commissioner's Office PO Box 471 Boulder, CO 80306 303-441-4567 mruzzin@bouldercounty.org  Daneë Brouillard 303-552-7315 dbrouillard@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Broomfield Early Childhood Council	Section 26-6.5-103.5. (C.R.S.) Early Childhood Councils - Membership provides for local government representation on the local council including but not limited to county commissioners, city council members, etc. The statute does not specify the number of representatives, nor do the By-Laws of the Local Council. The Council may appoint as many representatives as are interested in serving. The statute additionally states: "(4) Each member of a council shall sign a memorandum of understanding on behalf of the organization he or she represents to participate in and collaborate on the work of the council."	To the extent practicable, each Council shall be representative of the various public and private stakeholders in the local community who are committed to supporting the well-being of children five years of age or younger.  NOTE: At the Broomfield City Council Meeting held on October 25, 2011, representatives of the Broomfield Early Childhood Council gave a presentation and asked for Council's participation on the Broomfield Early Childhood Council Board.  UPDATE: October 30, 2023 Jessica Jones asked that a Councilmember attend their General Partnership meetings, beginning in January 2024 and running quarterly (January, April, July, October); dates, times, and locations TBD	NA	Meets quarterly in January, April, July (possibly virtual), and October; meetings last 75 minutes (15 for networking, introductions and 60 for updates, information, data and strategic plan sharing).  Times/locations TBD as of 10/31/23	1.25 hours/quarterly	Location TBD	<input type="checkbox"/>	Jessica Jones Council Director 303-903-9295 jessica@broomfieldecc.org  Physical Address: 6 Garden Center Broomfield, CO 80020  Mailing Address: P.O. Box 573 Broomfield, CO 80038	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Colorado Municipal League (CML) Policy Committee	As a member of CML, Broomfield may appoint one official elected, appointed, or an employee, to serve on the Policy Committee. The Council may also appoint an alternate member.	Review requests from member municipalities for CML-initiated legislation and recommend specific positions to the CML Board; Review known or potential legislative issues or bills, consideration of staff recommendations, and recommend specific positions to the CML Board; Review the League's Annual Policy Statement  Each municipality can propose policy positions or proposed legislation to the full committee for consideration. Your policy committee member should be prepared to present consensus proposals from your municipality and will later be asked to represent your municipality in consideration of the proposals of others. The first step in this process is solicitation of proposals from member municipalities.	James Marsh-Holschen - Representative and Member of 2024-2025 Executive Board Kenny Nguyen - Alternate	Typically 3 times/year before and during legislative session and prior to Annual Conference  4-5 hours per meeting 2-3 times a year plus Annual Conference	1.5 hours per month during legislative session and then 2 hours quarterly	Hybrid Meetings:  Colorado Municipal League 1144 Sherman St. Denver, CO 80203	<input checked="" type="checkbox"/>	Heather Stauffer Legislative Advocacy Manager hstauffer@cml.org 303-831-6411  Daneë Brouillard 303-552-7315 dbrouillard@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Colorado State Board of Health		The Board promulgates rules related to Colorado public health, approves funding for public health grant programs, appoints members to specific department committees and advises the executive director as appropriate.	Mayor Castriotta	Third Wednesday of every month, 10 a.m. - 4 p.m.	6 hours per month	Hybrid meetings; via Zoom or in person at the Colorado Department of Public Health and Environment's main campus	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Communities that Care (CTC)	The Communities that Care (CTC) coalition is comprised of over 50 community members, leaders and young people	Focused on preventing substance use and improving mental health among youth in Broomfield. The coalition implements evidence-based strategies that address the underlying risk and protective factors that contribute to or buffer against substance use.	Laurie Anderson - Member	CTC Key Leaders are invited to attend CTC Coalition Meetings quarterly, and occasional community meetings/events are held.	1.5 hours/quarterly meeting - events	In Person:  Health and Human Services Building 100 Spader Way Heritage Rooms Broomfield, CO 80020	<input type="checkbox"/>	Jason Vahling Director of Public Health 720-887-2118 jvahling@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	Not required to have a Council representative, but per Director Vahling, it is nice.
<input type="checkbox"/>	Commuting Solutions (US 36)	The organization is a coalition of more than 430 businesses, employees and municipal governments in the northwest region.  The organization's Bylaws provide for one elected official and an alternate from Broomfield.	Works collaboratively to reduce traffic congestion. Advocates for affordable and convenient multi-modal, transportation options for US 36. Expands first and final mile connectivity to maximize use of the US 36 Bikeway and the Flatiron Flyer service. Educate the public about their commute options.	James Marsh-Holschen - Member	Meets quarterly 8:00-9:30 am  Annual Legislative Breakfast hosted by Commuting Solutions 1st week of January  Annual Sustainable Transportation Summit typically in May (half day) hosted in Northwest	1.5 hours/quarterly Approximately 12 hours for 6 events plus travel time	New 2024 quarterly meeting location: Butterfly Pavilion 6252 W 104th Ave, Westminster  Annual Legislative Breakfast - location rotates  Annual Sustainable Transportation Summit - location rotates	<input type="checkbox"/>	Audrey DeBarros 287 Century Circle, Su 103 Louisville, CO 80027 303-604-4383 Audrey@commuting-solutions.org  Sarah Grant Transportation Manager City & County of Broomfield One DesCombes Drive Broomfield, CO 80020 303-438-6385 sgrant@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	optional - staff attends
<input type="checkbox"/>	E-470 Public Highway Authority Board of Directors	Resolution No. 117-97CC08 participation as an "Affiliate Member"  An affiliate membership requires the appointment of an elected official. An alternate member may also be appointed.  Affiliate Member Directors shall have an advisory vote when the Board takes action on matters of business before the Board.	E-470 Public Highway Authority plans, designs, finances, constructs and operates the toll highway.  Provides policy direction to E-470 staff.	Bruce Leslie - Member	2nd Thursday 9 a.m.  2-3 hours/month	2-3 hours/month	Virtual Meetings	<input checked="" type="checkbox"/>	Diane Lundquist - Executive Assistant to Executive Director - dlundquist@e-470.com 303-537-3737	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	One Book One Broomfield	The One Book One Broomfield was established in 2006 through a City Council Memorandum.  The committee consists of the Mayor and Councilmembers (who participate as they are able to each year), one representative from Library Board, one representative from the Broomfield Library Friends Foundation, Library Staff, and 8 resident members	Offers suggestions for titles to review. The books are reviewed for approx. 6 months Reads and evaluates nominated titles. Advises on related programming. Attend the author talk (typically in November) and any supporting library programs preceding the author talk	Mayor Castriotta - Member	Meetings are held once a month from September to May, on the 3rd Monday, from 5-6 p.m.  Meetings are not open to the public.	1 hour/month  In addition, time commitment includes personal time reading and reviewing approx. 10-20 books in 6 months. Attendance at related events during the month of Oct. and at the author event (approx 4-9 events) not required, but supportive.	In Person:  Broomfield Library 3 Community Park Road Broomfield, CO 80020	<input type="checkbox"/>	Pardeep Toor ptoor@broomfield.org 720-887-2365  Kathryn Lynn, Director of Library Services and Cultural Affairs 720-887-2368 klynn@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	No EO needed as long as Council support remains at meetings

<input type="checkbox"/>	Workforce Center - Broomfield Workforce Investment Board	Resolution No. 2001-293 establishes the Board. The Workforce Investment Board was established in accordance with CRS 8-71-210 and 8-71-212. The Board includes representatives from local private sector employers, organized labor, local educational agencies, economic development entities, Workforce Partners, and one member of City Council.	The activities of the Broomfield Workforce Investment Board are to advise Broomfield Workforce Center in the development of priorities, marketing strategies, employer involvement, increased utilization of the Workforce Center, and to suggest new and innovative programs that reflect the integrated service model in the Broomfield Health and Human Services Department.	Jean Lim - Member	Board meetings are held on the 4th Tuesday of every other month from 9-10:30 a.m.  All but 1 meeting per year is virtual. (June is in person)	1.5 hours/month	Typically Virtual Meetings  When in person:  Broomfield Health and Human Services Building 100 Spader Way Broomfield, CO 80020	<input type="checkbox"/>	Cella Hardin Workforce Center Manager, Broomfield Human Services 303-464-5854 chardin@broomfield.org	<input type="checkbox"/>	<input type="checkbox"/>	Optional but highly encouraged
<input type="checkbox"/>	National Association of Counties (NACo)		The National Association of Counties (NACo) represents the interests of America's counties, serving as a powerful voice in federal policymaking and a vital part of our nation's intergovernmental system. With a membership of over 1,500 county elected and professional officials, NACo brings together leaders from across the country to shape national policies, share best practices and strengthen counties for a stronger America.	CCOB is a member as an organization which provides all Councilmembers membership	Legislative Conference in Washington D. C. yearly in March  Western Interstate Region Conference yearly in May (location varies)  Annual Conference & Exposition yearly in July (location varies)	Varies; involvement in this organization is determined by individual Councilmembers  Heidi Henkel - Vice Chair of NACo's Immigration Reform Task Force  James Marsh-Holschen - Vice-Chair of the NACo Finance, Pensions, and Intergovernmental Affairs Steering Committee  Austin Ward - NACo Health Policy Committee	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	National League of Cities (NLC)		The National League of Cities (NLC) is an organization comprised of city, town and village leaders that are focused on improving the quality of life for their current and future constituents.	CCOB is a member as an organization which provides all Councilmembers membership	Congressional City Conference in Washington D.C. yearly in March  City Summit yearly in November (location varies)	Varies; involvement in this organization is determined by individual Councilmembers	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		