
Tuesday, March 10, 2026, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

[View Correspondence](#)

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1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. Proclamation - Declaring March as Intellectual and Developmental Disabilities (IDD) Month

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

- 6.A. Minutes for Approval
- 6.B. Resolution - Approving a Utility and Access Easement to CenturyLink at 4417 Arlington Avenue in City and County of Broomfield Open Lands
 - Resolution 2026-30 authorizing and approving a Utility and Access Easement to CenturyLink at 4417 Arlington Avenue in City and County of Broomfield Open Lands
- 6.C. Resolution - Construction Agreement with Morton Electric, Inc. for the Main Street and Miramonte Boulevard Traffic Signal Project
 - Resolution No. 2026-31 approving the Construction Agreement with Morton Electric, Inc. for the Main Street and Miramonte Boulevard Traffic Signal Project
- 6.D. Resolution - Master License Agreement Forged Fiber Master License Agreement (Fiber to Home)
 - Resolution No. 2026-32 approving a Master License Agreement by and between the City and County of Broomfield and Forged Fiber
- 6.E. Resolution - Emergency 30 inch Transmission Line Repair on Aspen Street
 - Resolution No. 2026-23 delegating authority to the City and County Manager to approve Purchase Orders with Diamond Contracting Corporation for the Completion of an Emergency 30-inch Water Transmission Line Repair on Aspen Street

- 6.F. Ordinance - First Reading - Ordinances Amending Municipal Code in Response to Colorado Supreme Court's Rulings Regarding Municipal Court
- Ordinance No. 2284 updating Broomfield Municipal Code General Penalty Provision
 - Ordinance No. 2299 updating Shoplifting, Theft and Check Fraud to Align With Colorado State Law Penalties

7. Action Items

- 7.A. Public Hearing - Ordinance Second Reading - Updates to Water Use and Drought Restrictions
- Ordinance No. 2294 amending certain Sections of Chapter 13-36 of the Broomfield Municipal Code Water Use and Drought Restrictions
- 7.B. Public Hearing - Resolution - Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign
- Resolution No. 2026-51 Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign
- 7.C. BURA Public Hearing - Resolution - Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign
(Broomfield Urban Renewal Authority - BURA)
- Resolution No. 2026-52-UR Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign
- 7.D. Resolution - First Amendment to the 2026 CCOB Budget
- Resolution 2026-33 First Amendment to the 2026 CCOB Budget
- 7.E. BURA - Resolution - First Amendment to the 2026 BURA Budget
(Broomfield Urban Renewal Authority - BURA)
- Resolution No 2026-34-UR First Amendment to the 2026 BURA Budget
- 7.F. Resolution - Broomfield Water Recovery Facility Late Work Package (LWP) with Moltz Construction and Carollo Engineers Agreements
- Resolution No. 2026-41 approving an agreement with Moltz Construction for the Late Work Package
 - Resolution No. 2026-42 approving an agreement with Carollo Engineering Company, Inc. for Engineering Services During Construction Phase 1 Late Work Package (LWP)
 - Resolution No. 2026-43 approving an agreement with Carollo for the Remaining Design of Phase 1b
 - Resolution No. 2026-44 approving the consulting agreement with Ground Engineering, Inc. for Geotechnical Engineering and Testing Services for the Water Recovery Facility, Phase 1, Late Work Package (LWP)

7.G. Resolution - Broomfield Water Tanks Late Work Package (LWP) Construction and Engineering Amendments

— Resolution No. 2026-45 authorizing and Approving the Amendment to the Consulting Agreement with Burns & McDonnell Engineering, Inc. for Engineering Services During Construction during the Late Work Package for the Broomfield Tanks Project

— Resolution No. 2026-46 authorizing and Approving the Guaranteed Maximum Price Amendment Three to the Construction Agreement with Garney Construction, Inc. for the Broomfield Tanks Project Late Work Package (LWP)

— Resolution No. 2026-47 authorizing and Approving a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services for Tanks Project

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

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 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.



Date Posted: March 4, 2026



City and County of Broomfield

City Council Regular Meeting

A. Proclamation - Declaring March as Intellectual and Developmental Disabilities (IDD) Month

Meeting	Agenda Group
Tuesday, March 10, 2026, 6:00 PM	Petitions and Communications Item: 2A.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

The City and County of Broomfield is proclaiming March 2026 as Intellectual and Developmental Disabilities (IDD) Awareness Month, affirming its commitment to inclusion, equity, and the protection of civil and human rights for individuals with IDD. The proclamation recognizes the inherent value and strengths of people with disabilities and calls for continued efforts to remove systemic barriers and expand access to education, employment, housing, and community-based supports.

The proclamation underscores Broomfield's dedication to ensuring all residents have the opportunity to live self-determined, productive, and inclusive lives.

Attachments

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

February 24, 2026, 6:00 PM - February 24, 2026, 9:40 PM

[View Correspondence](#)

[View Presentations](#)

Roll Call: *(The following members were in attendance)*

- **Guyleen Castriotta**, Mayor
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2 (Remote, present until 9:21 p.m.)
- **Sarah Braun**, Ward 3
- **Jean Lim, Mayor Pro Tem**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Heidi Henkel**, Ward 5 (present until 9:32 p.m.)
- **Todd Cohen**, Ward 5

Also Present:

- Jennifer Hoffman, City and County Manager
- Anna Bertenzetti, Deputy City and County Manager
- Dan Casey, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Tasha Reynolds, City and County Clerk Administrator
- And various staff members

The Mayor called a recess at 8:15 p.m. The meeting reconvened at 8:30 p.m.

1. Meeting Commencement

1.A. Pledge of Allegiance- 6:01 PM

1.B. Review and Approval of Agenda- 6:02 PM

Mayor Pro Tem Lim requested item 6B be removed from the consent agenda and reviewed as the first item under action items.

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. Update - Performance & Internal Audit Semi-Annual- 6:11 PM

5.B. Update - Comprehensive Plan and Transportation Mobility Plan Public Engagement Overview- 6:23 PM

6. Consent Items

Councilmember Henkel moved to approve Consent Items 6A and 6C-6G. The motion was seconded by Councilmember Twiss and passed 9-0.

6.A. Minutes for Approval- 6:45 PM

6.B. Resolution - Authorized Spending for On Demand Services under Master Services Agreements- 6:48 PM

**** Item was Removed from Consent**

Councilmember Delgadillo moved to approve Resolution 2026-29 approving authorization for spending under master services agreements for Road Maintenance Services with A-1 Chipseal, Amrize West Central, Brannan Sand and Gravel, Colorado Asphalt Services, Inc., Denver Custom Concrete, KRM Concrete, Tall Contracting and Top Notch. The motion was seconded by Councilmember Henkel.

Mayor Pro Tem Lim moved to introduce an amendment for Council to receive a special report from the Finance Department regarding the annual expenditures to date for all vendors with Master Services Agreements (MSA), including the above referenced MSAs, to be presented on a quarterly basis at a regular council meeting.

Mayor Pro Tem Lim moved to amend Resolution 2026-29. The motion was seconded by Councilmember McKenzie and passed 9-0.

The original motion as amended passed 9-0.

6.C. Resolution - Private Activity Bond (PAB) Allocation- 6:45 PM

6.D. Resolution - 2026 Playground Replacements Citywide - 6:45 PM

6.E. Ordinance - First Reading - Change Library Fees - 6:45 PM

6.F. Request for Executive Session Regarding Broomfield Town Square- 6:45 PM

6.G. Resolution - Approving an Amendment to Council Procedures and Rules of Order- 6:45 PM

7. Action Items

7.A. Appointment of Councilmember to Fill Vacancy- 6:55 PM

Mayor Castriotta requested nominations for the Ward 1 vacancy. Mayor Pro Tem Lim nominated the slate of candidates: Jenifer Freeman, Katie Harness-Hemmer, Joel Niles, Katie Peterson, Matthew Shepard, Katie Swobada, Sammantha Tillotson, and Samarah Ziady

Following the nominations the meeting proceeded with Council's vote electronically. The voting results were as follows:

Round 1

Katie Peterson, 4 votes, (Councilmember Ward, Councilmember Braun, Councilmember Twiss, Councilmember McKenzie)

Jenifer Freeman, 3 votes, (Councilmember Henkel, Councilmember Anderson, Councilmember Cohen)

Sammantha Tillotson, 1 vote, (Councilmember Delgadillo)

Joel Niles, 1 vote, (Mayor Pro Tem Lim)

Katie Harness-Hemmer, 0 votes

Matthew Shepard, 0 votes

Katie Swobada, 0 votes

Samarah Ziady, 0 votes

Round 2

Katie Peterson, 5 votes (Councilmember Ward, Councilmember McKenzie, Councilmember Delgadillo, Councilmember Twiss, Councilmember Braun)

Jenifer Freeman, 4 votes, (Councilmember Cohen, Councilmember Anderson, Councilmember Henkel, Mayor Pro Tem Lim)

Katie Peterson succeeded through the election by majority vote.

Councilmember Twiss moved to appoint Katie Peterson as Councilmember for Ward 1 and to allow swearing in to occur on March 3, 2026. The motion was seconded by Councilmember Delgadillo and passed 9-0.

7.B. Organizational Strategic Plan - 7:13 PM

Councilmember Henkel moved to approve the Strategic Outcomes Areas of the Organizational Strategic Plan and adopt as summarized in the staff memorandum. The motion was seconded by Councilmember Delgadillo and passed 9-0.

7.C. Public Hearing - Resolution - Rally Park Final Plat and Site Development Plan- 7:39 PM

Public Hearing was opened at 7:39 PM and closed at 8:14 PM

Councilmember Anderson moved to approve Resolution 2026-27 approving North Park Filing No. 2 Replat I Final Plat and North Park Filing No. 2 Replat I, Tract B and North Park Filing No. 2 Replat D, Tract AZ Site Development Plan. The motion was seconded by Councilmember Henkel.

Councilmember Cohen moved to introduce a condition of approval that the developer will provide off-street ADA-compliant parking for the Parklands that will serve Rally Park, the Big Green and the Buzz. In the interim, staff will, administratively, work with the developer to establish a temporary parking lot with ADA-compliant parking to serve Rally Park. The motion was seconded by Mayor Pro Tem Lim and passed 9-0.

Councilmember McKenzie moved to approve the application as conditions. The motion was seconded by Councilmember Henkel and passed 9-0.

7.D. Public Hearing - Resolution - Midcities Filing No. 1 Lot 1 PUD Text Amendment- 8:43 PM

Public Hearing was opened at 8:43 PM and closed at 9:28 PM

Councilmember Cohen moved to approve Resolution No. 2026-28 approving the Midcities Planned Unit Development Plan Amendment No. 10 Regarding Midcities Filing No. 1, Lot 1. The motion was seconded by Councilmember Henkel and passed 8-0. Councilmember Ward absent.

7.E. Public Hearing - Ordinance Second Reading - Amending Court Costs and Fees - 9:29 PM

Public Hearing was opened at 9:29 PM and closed at 9:35 PM

Councilmember McKenzie moved to approve on second reading and order published by title Ordinance No. 2292 updating Chapter 2-28 of the Broomfield Municipal Code and making amendments relating to costs assessed in Municipal Court. The motion was seconded by Councilmember Delgadillo and passed 7-0. Councilmember Ward and Councilmember Henkel absent.

7.F. Public Hearing - Ordinance Second Reading - 2024 Building Code Update - 9:36 PM

Public Hearing was opened at 9:37 PM and closed at 9:39 PM

Councilmember McKenzie moved to approve on second reading and order published by title Ordinance No. 2295 amending certain Sections of the Broomfield Municipal Code and Adopting the 2024 International Building Code and Related Codes as Primary Codes by Reference with an

Effective Date of April 15, 2026. The motion was seconded by Councilmember Delgadillo and passed 7-0. Councilmember Ward and Councilmember Henkel absent.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



BROOMFIELD CITY COUNCIL

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

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6B

Subject: Resolution - Approving a Utility and Access Easement to CenturyLink at 4417 Arlington Avenue in City and County of Broomfield Open Lands

- Resolution 2026-30 authorizing and approving a Utility and Access Easement to CenturyLink at 4417 Arlington Avenue in City and County of Broomfield Open Lands

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

Presentations and correspondence received by City Council regarding agenda items can be viewed by accessing the links available on the memo associated with an agenda item or the agenda

Qwest Corporation, d/b/a CenturyLink QC is requesting a 17.75 ft. by 30 ft. permanent utility and access easement on City-owned Open Lands at the northeast corner of Arlington Avenue and Utica Street. The easement is proposed to be located in Tract L of the Willow Park Filing No. 1 subdivision.

Attachments

[CenturyLink Utility Easement Memo.pdf](#)

[Resolution 2026-30 CenturyLink Utility Easement.pdf](#)

[CenturyLink Utility Easement.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Qwest Corporation, d/b/a CenturyLink QC is requesting a 17.75 ft. by 30 ft. permanent utility and access easement on City-owned Open Lands at the northeast corner of Arlington Avenue and Utica Street as shown in this [map](#). The easement is proposed to be located in Tract L of the Willow Park Filing No. 1 subdivision.

CenturyLink is replacing old copper infrastructure with new fiber conduit in the Willow Park Subdivision. The project includes installing 200 feet of 2” conduit in Arlington Avenue and Utica St. The work within Track L of the Willow Park subdivision includes trenching 20 feet to install a 2” cable, placing a new handhole, a new communication cabinet, and adding a connection to the existing power pedestal. The handhole, communication cabinet, and 2” conduit need to be located within Tract L because the ROW in this location ends at the edge of pavement, and there is no space within the ROW for this additional infrastructure.

CenturyLink is requesting a permanent utility easement covering 532 square feet (0.012 acres). Broomfield has requested payment of \$516 for the use of the easement area by CenturyLink. The payment is based on 50% of \$86,000 per acre, which is the current value used for public land dedications. It is typical for easements to be valued at 50% of the fee simple purchase price.

In summary, the proposed easement is non-exclusive and provides that CenturyLink will:

1. Use the easement for an underground communication line
2. Restore the surface of the easement property to its original level and condition prior to the installation; and
3. Provide payment of \$516 prior to the issuance of a public/private improvement permit for the installation within the easement. If approved, the payment of \$516 will be credited to the General Fund.

Proposed Resolution No.2026-30 would grant a utility easement to CenturyLink.

Financial Considerations

The proposed \$516 payment will be credited to the General Fund.

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to authorize the easement, the appropriate motion is...

That Resolution 2026-30 be adopted.

Alternatives

Do not approve the easement

RESOLUTION NO. 2026-30

A resolution approving an Access and Utility Easement for an underground communications line and related infrastructure (Tract L, Willow Park Filing No. 1)

Section 1.

The Access and Utility Easement by and between the City and County of Broomfield and Qwest Corporation, d/b/a CenturyLink QC attached hereto, is hereby approved.

Section 2.

The permanent easement area contains 532 square feet. CenturyLink QC has agreed to pay the City and County of Broomfield \$516 for the easement which will be credited to the General Fund.

Section 3.

The Mayor or Mayor Pro Tem is authorized to sign and have notarized the easement, in form approved by the City and County Attorney.

Section 4.

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

Approved on March 10, 2026

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

ACCESS AND UTILITY EASEMENT

1. **Parties.** The parties to this Access and Utility Easement (this “Easement”) are THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county (the “City”), and Qwest Corporation, d/b/a CenturyLink QC, (the “Grantee”), collectively, the “parties,” or individual, a “party.”
2. **Recitals.** The Recitals to this Easement are incorporated herein by this reference as though fully set forth in the body of this Easement.
 - 2.1. The City owns the real property described in **Exhibit A**, hereinafter referred to as the “Easement Area.”
 - 2.2. The Grantee desires to access said real property for purposes of constructing, placing, operating, and maintaining certain utilities related to the installation and placement of a communication system through the Easement Area.
 - 2.3. The City desires to grant this Access and Utility Easement to Grantee
3. **Terms and Conditions of Easement.** 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. The City, its successors and assigns, grants to the Grantee, its contractors, and its agents and affiliates, a perpetual, non-exclusive easement (“Easement”) to construct, place, operate, maintain, repair, replace and remove a communication system, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, and other facilities (collectively, the “Facilities”), over, under and across the Easement Area located in the City and County of Broomfield, State of Colorado.
 - 3.2. The Grantee shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Area for any purpose needful for the full enjoyment of the right of occupancy or use provided for herein.
 - 3.3. The City shall not change grade, construct or place any structure, building, or improvement in the Easement Area, and shall not grant any additional easements on any part of the above described Easement without the written consent of the Grantee.
 - 3.4. The City has retained the right to the undisturbed use and occupancy of the Easement Area insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein

otherwise provided.

- 3.5. The City represents to the Grantee that it comprises all of the parties who have a fee interest in said Easement Area, and that it has full and lawful authority to execute this Easement.
- 3.6. Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the Parties hereto.
- 3.7. Unless special provisions are attached hereto, the terms and conditions of this grant are as set forth in this Access and Utility Easement and no additional or different oral representation, promise or agreement shall be binding on the Grantee or the City with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provision shall control and supersede any other term or provision hereof.
- 3.8. The Grantee shall pay the City \$516.00 as consideration for this Easement.
4. **Dangerous Conditions Acknowledgement.** Grantee acknowledges and agrees that dangerous conditions may be present on the City's property and specifically within the Easement Area, and Grantee shall assume the risk accordingly. The City shall have no duty to warn of defects or hazards on the City's property that are discernible through reasonable inspection, or that are not known to the City.
5. **Liens.** Grantee, its successors and assigns, shall keep the City's property free and clear of any material liens, mechanics liens, lis pendens or any other liens arising from work on, or access to, the City's property. If at any time a lien or encumbrance is filed or recorded against the City's property as a result of Grantee's failure to satisfy the same, Grantee shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, Grantee agrees it will deposit with the City an amount in cash equal to one hundred fifty percent (150%) of the amount of the lien filed or post a bond reasonably satisfactory to the City and shall leave the same on deposit with the City until said lien is discharged.
6. **Indemnification.** Grantee, its successors, assigns or delegate shall defend, indemnify and hold the City, its officials, officers and employees harmless from and against any and all claims, orders, suits, liabilities, judgments, demands, actions, causes of action, penalties, fines, losses, costs, damages and expenses, including court costs and reasonable attorney's fees for all claims that could be asserted against the City directly or indirectly arising out of or resulting from the use of the Easement, including but not limited to, all activities relating to the construction of the Project; provided, however, that Grantee's obligation to

indemnify, defend and hold the City harmless shall not extend to the negligent or willful misconduct of the City or any of its representatives.

7. **Compliance with Laws.** Grantee shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, or ordinances that affect those employed or engaged by it, the materials or equipment used or the conduct of the work and shall procure any and all necessary approvals, licenses and permits.
8. **Governing Law.** The rights and duties of the parties under this Easement shall be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Easement. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.
9. **Exhibits.** Exhibits, if any, referred to in this Easement are by reference incorporated herein for all purposes.
10. **Additional Documents or Action.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Easement.
11. **Execution Required.** This Easement shall not be binding upon either Party hereto unless and until the Parties have executed this Easement.
12. **Recording.** This Easement may be recorded by the City with the county clerk and recorder in the county in which the Easement Area is located.

[The remainder of this page is intentionally left blank. Signature Page Follows.]

This Easement 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

APPROVED AS TO FORM:

City and County Attorney's Office

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this _____ day of _____
2026, by Guyleen Castriotta as Mayor of the City and County of Broomfield.

WITNESS my hand and official seal.

(SEAL)

Notary Public

Qwest Corporation, d/b/a CenturyLink QC

By: Kevin Ellington
Name: Kevin Ellington
Title: Contract Manager II

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 12th day of January 20²⁶ by Kevin Ellington as ~~{President}~~-~~{Manager}~~ of the Company, Qwest Corp. dba CenturyLink QC Contract Manager II AGK

WITNESS my hand and official seal.

(SEAL)

ALYSSA GAIL KERSULIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224008101
MY COMMISSION EXPIRES FEB 28, 2026

Remotely Notarized with audio/video via Simplifile

Alyssa G. Kersulis

Notary Public Alyssa Gail Kersulis

My Commission Expires:

02/28/2026



Certificate of Completion

Certificate Generated Date: 01/12/2026 11:53:28 AM

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- Broomfield

eSign Events ID: 6N40C5T3AYO34945743GY4W00

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Document Page Count: 5

Time Zone: Central Standard Time

Completed Signatures: 2

Completed Initials: 0

Created by:

Alyssa Gail Kersulis

alyssa.kersulis@lumen.com

100 CenturyLink Dr., Monroe, LA, 71203

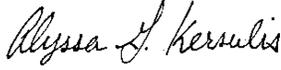
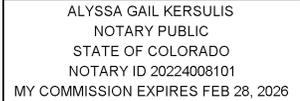
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Role: Signer	Signature	Timestamp
Kevin Ellington	eSignature	Sent: 01/12/2026 11:27:39 AM 199.189.127.10
Kevin.Ellington@lumen.com	<i>Kevin Ellington</i>	Authenticated: 01/12/2026 11:48: 06 AM Method: EE_SMS 155.70.52.171
318-588-1853	45T1GLWYEPi95TAM0QAJMAJUB	Last Logged In: 01/12/2026 11:48: 06 AM 155.70.52.171
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ID Authentication: Personally
Known
01/12/2026 11:49:33 AM
155.70.52.171

Reviewed: 01/12/2026 11:51:10
AM
155.70.52.171

Signed: 01/12/2026 11:51:18 AM
155.70.52.171

Role: Notary	Signature	Timestamp
Alyssa Gail Kersulis alyssa.kersulis@lumen.com 720-577-5959 155.70.39.45 Colorado 20224008101 02/28/2026	eSignature  akersulis888 	Consented: 01/12/2026 11:47:57 AM 155.70.39.45 Signing Event Started: 01/12/2026 11:48:06 AM 155.70.39.45 Reviewed: 01/12/2026 11:51:27 AM 155.70.39.45 Signed: 01/12/2026 11:53:28 AM 155.70.39.45 Tamper Seal Applied: 01/12/2026 11:53:29 AM

Event Included Documents	Page Count
Utility Easement Lumen.pdf	5

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

LEGAL DESCRIPTION

TRACT L
WILLOW PARK
OCTOBER 7, 2025

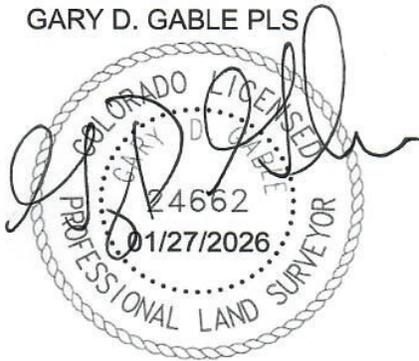
A FIBER UTILITY EASEMENT BEING A PORTION OF TRACT L, WILLOW PARK, SAID PLAT RECORDED AT RECEPTION No. B109910 OF THE CITY AND COUNTY OF BROOMFIELD RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT L;
THENCE SOUTH 00°19'33" EAST, ALONG THE EAST LINE OF SAID TRACT L, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF TRACT L;
THENCE SOUTH 89°40'27" WEST, ALONG THE SOUTH LINE OF SAID TRACT L, A DISTANCE OF 17.75 FEET;
THENCE NORTH 00°19'33" WEST A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID TRACT L;
THENCE NORTH 89°40'27" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 17.75 FEET TO THE **POINT OF BEGINNING**.

FIBER UTILITY EASEMENT CONTAINS 532 SQUARE FEET (0.012 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF SAID TRACT L AS BEARING NORTH 89°40'27" EAST (ASSUMED).

PREPARED BY:
GARY D. GABLE PLS

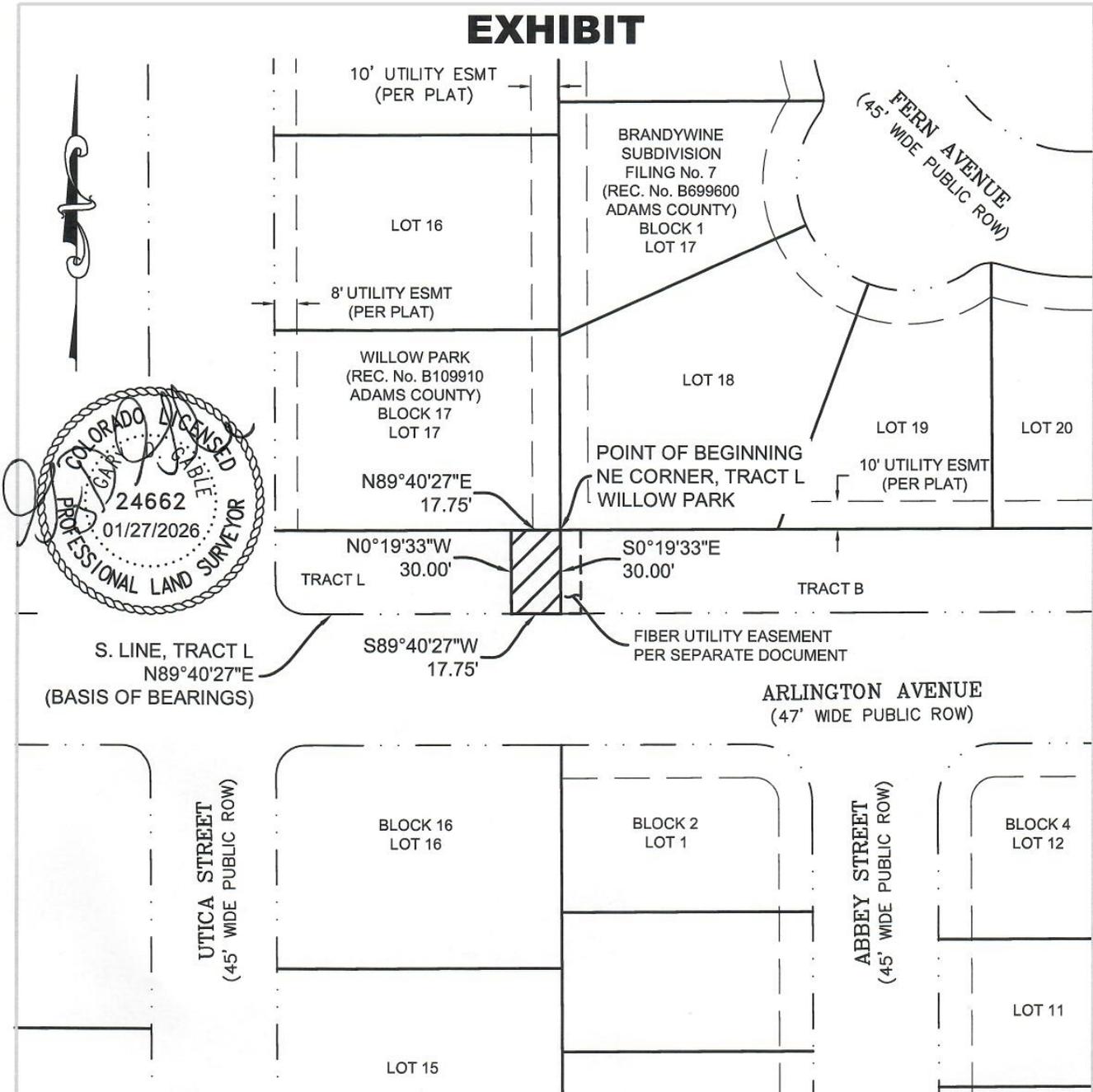


FOR AND ON BEHALF OF:
SURVWEST
8400 EAST CRESCENT PARKWAY, SUITE 410
GREENWOOD VILLAGE, COLORADO 80112
720.439.6077 WWW.SURVWEST.COM
PLOT

EXHIBIT A TO EASEMENT AGREEMENT

Sketch or Drawing of Easement Tract

EXHIBIT



THIS EXHIBIT IS NOT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED DEPICT THE ATTACHED LEGAL DESCRIPTION.

PARCEL CONTAINS 532 sq.ft.± (0.012 AC.±)

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT L, WILLOW PARK AS BEARING NORTH 89°40'27" WEST (ASSUMED).



SURVWEST PROJECT NO. P250158 - 4417 Arlington Ave Survey
 ADD'L INFO:
 DRAWING NAME: P250158 Pauley- Fiber Utility Easement
 REVISION: REV DESC:

SURVWEST SURVEY-MAPPING
 UTILITY-SUE
 REAL ESTATE
 720.259.9316 6501 E. Belleview Ave., Suite 300
 www.survwest.com Englewood, Colorado 80111

**A PORTION OF TRACT L, WILLOW PARK
 NW QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH,
 RANGE 68 WEST OF THE 6TH P.M.
 CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO**

TITLE: **FIBER UTILITY EASEMENT**

DWN: RJE	CHK'D: RJE	DATE: 01/27/2026	SCALE: 1"=50'
SHEET NO: 1 OF 1			



BROOMFIELD CITY COUNCIL

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

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6C

Subject: Resolution - Construction Agreement with Morton Electric, Inc. for the Main Street and Miramonte Boulevard Traffic Signal Project

- Resolution No. 2026-31 approving the Construction Agreement with Morton Electric, Inc. for the Main Street and Miramonte Boulevard Traffic Signal Project

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

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

Proposed Resolution No. 2026-31 will authorize a construction agreement between the City and County of Broomfield and Morton Electric, Inc. for the construction of a traffic signal located at Main Street and Miramonte Boulevard.

Attachments

[Council Memo Main St. and Miramonte Blvd. Traffic Signal Project Construction Agreement](#)

[Resolution 2026-31.pdf](#)

[Main-Miramonte Construction Agreement - Morton Electric.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2026-31 will authorize a construction agreement between the City and County of Broomfield and Morton Electric, Inc. for the construction of a traffic signal located at Main Street and Miramonte Boulevard.

This project aims to improve safety and traffic operations at this key intersection adjacent to Broomfield High School. The intersection currently faces operational and safety challenges as traffic volumes and turning movements exceed the capacity of a stop-controlled configuration. During peak periods, eastbound left turns experience significant delays. A 2021 Alternatives Analysis conducted by Kimley-Horn and Associates determined that a traffic signal is a more viable option than a roundabout based on project cost, site constraints, and feasibility. A roundabout was estimated to be significantly more expensive and difficult to construct, due in part to drainage issues, utility conflicts, and available right-of-way. Additionally, maintaining northbound bicycle connectivity proved difficult with a roundabout design. Signal Warrant 7 (crash warrant) from the Manual on Uniform Traffic Control Devices (MUTCD) was met to install a traffic signal due to high vehicular crash volumes. Installing a traffic signal will improve safety, reduce delays, improve predictability for all users, and better accommodate current travel demands.

This project includes installing signal poles and mast arms, a controller cabinet, conduits, pull boxes, and pedestrian push buttons. The project also features associated improvements to sidewalks, curbs, gutters, signage, crosswalks, and other pavement markings to enhance safety and usability for pedestrians, bicyclists, and motorists.

This vicinity map shows the location of the [Main Street and Miramonte Boulevard](#) intersection. The lane configuration on Miramonte Boulevard (a connector street) will be adjusted to accommodate a left-turn bike lane and bike box, and the striping on Main Street will remain the same. Vehicles will continue to be able to navigate and turn in all directions currently allowed. [Striping plans are shown here.](#)

An invitation to bid was posted to BidNet in January 2026, and six contractors submitted bids by the bid opening deadline in February 2026. The lowest responsive and responsible bidder was Morton Electric, Inc. for \$529,553, and is recommended by staff to complete the project.

If proposed Resolution No. 2026-31 is approved, construction is anticipated to begin in June 2026, with the project slated for substantial completion before the beginning of the 2026 school year.

Financial Considerations

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

Sources and Uses of Funds	Amount
Main at Miramonte Improvements (24P0004) (20-70090-55200)	\$1,040,000
Total Budget	\$1,040,000
Consulting Agreement (JMT)	-\$91,950
Proposed Construction Agreement (Morton Electric, Inc.)	-\$529,553
Construction Contingency (10%)	-52,955
Environmental Clearance/Materials Testing/Inspection	-\$15,000
Total Use of Funds	-\$689,458
Projected Balance	\$350,542

Prior Council or Other Entity Actions

On October 28, 2025 Council authorized funds in the [2026 Budget](#).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project, the appropriate motion is...
 That Resolution 2026-31 be adopted.

Alternatives

Decide not to proceed with the project.

RESOLUTION NO. 2026-31

A resolution approving the Construction Agreement with Morton Electric, Inc. for the Main Street and Miramonte Boulevard Traffic Signal Project

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

Section 1.

The Construction Agreement by and between the City and County of Broomfield and Morton Electric, Inc., for the Main Street and Miramonte Boulevard Traffic Signal Project in the amount not to exceed \$529,553 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on March 10, 2026.

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

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND MORTON ELECTRIC, INC. FOR THE MAIN STREET AND MIRAMONTE BOULEVARD TRAFFIC SIGNAL PROJECT

1. PARTIES. The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Morton Electric, 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, seeking construction services for the Main Street and Miramonte Boulevard Traffic Signal Project, completed a competitive selection process by Invitation for Bid (IFB) issued on January 16, 2026.
 - 2.2. The Contractor’s response to the above referenced IFB was determined to be of best value, responsible, and responsive bidder to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for the 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. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as Exhibit A and incorporated by this reference.
 - 3.1.1. *Key Personnel*. The Contractor’s key personnel shall include (i) the Project Executive - **Joseph A. Morton, Jr.**; (ii) the Field Superintendent - **Sean Morton**, and (iii) the Project Manager - **Daniel Grub**. The Contractor’s obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project. The Contractor shall not replace any of the key personnel without the City’s prior written approval, which shall not be unreasonably withheld. If any of the key personnel become unavailable to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the City. The City shall be entitled

to complete information on each such replacement, including a current resume of his or her qualifications and experience.

- 3.2. Contract Documents. The Contract Documents shall consist of the following:
- 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work attached hereto as Exhibit A;
 - 3.2.3. The Contractor's Cost Proposal dated February 6, 2026, attached hereto as Exhibit B; and
 - 3.2.4. The IFB; and
 - 3.2.5. The Construction Plans for Project No. 24P0004; and
 - 3.2.6. The General Conditions as were linked in the issued bid package; and
 - 3.2.7. Any change orders and contract amendments, as applicable; and
 - 3.2.8. Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (2025), as amended; and
 - 3.2.9. Project Specifications for Project No. 24P0004; and
 - 3.2.10. The Insurance Requirements attached hereto as Exhibit C,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto and shall form an integral part of this Contract. If there is any conflict between this Agreement and the other Contract Documents, this Agreement shall control.

- 3.3. 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.

- 3.4. 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.

- 3.5. 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.
- 3.6. 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 Contract 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.
- 3.7. 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.
- 3.8. 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.
 - 3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as

either:

- 3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
 - 3.8.1.2. 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 Agreement.
- 3.8.2. Contractor acknowledges that no request for a change order or modification in Contract 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.
4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City with acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.

The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the “Start Date”). The Contractor shall complete the Work and fulfill all of its other obligations on or before **August 3, 2026** (the “Completion Date”). The Notice to Proceed will also set forth the Start Date and the Completion Date (together, the “Contract Time”).

All time limits are of the essence in this Agreement. The Contractor acknowledges that a notice to proceed will not be issued until the City has received acceptable certificates of insurance and bonds, if applicable.

5. CONTRACTOR’S PROJECT SCHEDULE. The Contractor shall submit a completion schedule for the Work (the “Project Schedule”) beginning with receipt of the signed Agreement and concluding with Project Completion prior to the commencement of the Work and shall coordinate on a daily basis with the City’s project manager. The Project Schedule shall include all lead time for the order and delivery of equipment for the Work. Schedule updating shall be done on a **weekly basis**, or more often as necessary (each a “Schedule Update”). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor’s Project Schedule does not

relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.

6. UNUSUALLY SEVERE WEATHER CONDITIONS.

6.1. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates "Normal" weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were "unusually severe," would not have been reasonably anticipated, and that such conditions adversely affected the Contractor's Work and thus required additional time to complete the Work.

6.2. The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project.

6.2.1. Anticipated Calendar Days Lost to Adverse Weather Conditions:

- 6.2.1.1. January - 7 Days
- 6.2.1.2. February - 5 Days
- 6.2.1.3. March - 4 Days
- 6.2.1.4. April - 3 Days
- 6.2.1.5. May - 3 Days
- 6.2.1.6. June - 2 Days
- 6.2.1.7. July - 2 Days
- 6.2.1.8. August - 2 Days
- 6.2.1.9. September - 2 Days
- 6.2.1.10. October - 3 Days
- 6.2.1.11. November - 3 Days
- 6.2.1.12. December - 7 Days
- 6.2.1.13. Total Annually - 43 Days

6.3. The above schedule of anticipated adverse weather will constitute the baseline for monthly (or portion thereof) weather time evaluations. Upon acknowledgement of the notice to proceed and continuing throughout the Agreement on a monthly basis, actual adverse weather days and the impact of

adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted); however, non-standard work hours will be required as specified in the Statement of Work and as shown on the Project Schedule. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.

- 6.4. An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the City Representative in writing if work cannot proceed on a given date, within two calendar days of that date. The City will use the above-written notification in determining the number of calendar days for which Work was delayed during each month.
 - 6.5. At the end of each month, if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule, a change order will be executed which increases the Contract Time.
 - 6.6. The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the City shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.
7. **PRICE AND PAYMENT.** The City shall pay the Contractor for performance of the Work an amount not to exceed **\$529,553** (the "Contract Price") based upon the unit prices set forth on Contractor's Cost Proposal attached hereto as **Exhibit B** and in accordance with the following schedule:
- 7.1. 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 Contract 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.
 - 7.2. 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.

7.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. 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. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City’s right to recover in full any overpayment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals, or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

7.4. Change Orders. The Contractor will do nothing to cause the Contract 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.

8. FINAL INSPECTION AND FINAL PAYMENT.

8.1. 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”). Within ten (10) calendar days of the City’s receipt of

the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, 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"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the Punchlist and shall include the Contractor's justification for the request and a schedule for completion of the Punchlist item. 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.

8.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). 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.

9. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:

9.1. The Contractor has familiarized itself with the nature and extent of the Agreement, Work, the locality, and with 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. The Contractor acknowledges an obligation to comply with all applicable laws, including the Broomfield Municipal Code, to respect property rights by working within the defined work limits or designated staging areas, and to work within the prescribed work hours. The Contractor acknowledges that use of air compression brakes ("jake

brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.

- 9.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.
 - 9.3. Contractor has given the City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement and exhibits incorporated therein and the written resolution thereof by the City is acceptable to the Contractor.
10. **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:
- 10.1. The City designates **Kelly Behling** as the authorized representative of the City under this Agreement. Email address is kbehling@broomfield.org.
 - 10.2. The Contractor designates **Joseph A. Morton, Jr.** as the authorized representative of the Contractor under this Agreement. Email address is joejr@morton-electric.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.

Failure of City's on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the City or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

11. **TIME EXTENSIONS AND COMPENSATION FOR DELAY.**

- 11.1. 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.
- 11.2. Time Extensions. Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.
- 11.3. Definitions. The following words shall have the meaning set forth below:
 - 11.3.1. "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.
 - 11.3.2. "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.
 - 11.3.3. "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.
 - 11.3.4. "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.
- 11.4. 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.
- 11.5. Price Adjustment. An adjustment in the Contract 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 Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract 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.

- 11.6. Mitigation. An adjustment in Contract 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.
- 11.7. 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.
12. DEFAULT AND DAMAGES. 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 Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract 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. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with

any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

13. **LIQUIDATED DAMAGES.** Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of **\$1,000** for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.
14. **PERFORMANCE AND PAYMENT BONDS.** In accordance with C.R.S. §38-26-105, if the Contract Price exceeds \$50,000, 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 Contract 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 Final Acceptance, 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.
15. **COLORADO LABOR.** If the Contract Price exceed \$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.
16. **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.
17. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify, defend 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 the Contractor, its officers, employees, subcontractors or agents in connection with the performance of the services pursuant to this Agreement. 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.

18. 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 C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C 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.
19. 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.
20. WARRANTY.
 - 20.1. 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 final acceptance 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 above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 20.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to 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 the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. 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.
21. 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.
22. 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. 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.
23. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
39. 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.

40. TERMINATION. The City reserves the right to terminate this Contract, 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.
41. 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.
42. 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.
43. 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 _____, 20__.

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

ATTEST:

City and County Clerk

Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Morton Electric, Inc.

By: Joseph A. Morton Jr.
Name: Joseph A. Morton Jr.

Address: 1049 Meadow Lane, Pueblo, CO 81006

EXHIBIT A
SCOPE OF WORK

Main Street & Miramonte Boulevard Traffic Signal Project

Scope of Improvements

The project includes construction of a new fully actuated traffic signal system, including signal poles and mast arms, signal heads for all approaches, pedestrian signal heads and pushbuttons, emergency vehicle preemption in all directions, and vehicle detection (including camera detection on the northbound and eastbound approaches). The project also includes installation of a signal controller cabinet, conduit, wiring, electrical service, fiber interconnect, and associated infrastructure necessary for full signal operation.

Intersection improvements will include removal of existing stop-controlled traffic control devices, pavement removal and restoration as needed for signal installation, construction or modification of curb, gutter, sidewalk, and ADA-compliant curb ramps, and minor geometric or striping adjustments to improve traffic flow.

New pavement markings and signage will be installed, including stop bars, lane-use arrows, and high-visibility crosswalks. Conflicting striping and obsolete signage will be removed.

Temporary traffic control will be implemented during construction to maintain vehicular, pedestrian, and bicycle access.

EXHIBIT B
COST PROPOSAL

City and County of Broomfield
Main Street and Miramonte Boulevard
Bid Schedule - Revision 1
1/29/2026

Item No.	Description	Quantity	Unit	Unit Price	Price
201-00001	CLEARING AND GRUBBING	1	LS	\$ 2,360.00	\$ 2,360.00
202-00010	REMOVAL OF TREE	1	EACH	\$ 1,090.00	\$ 1,090.00
202-00203	REMOVAL OF CURB AND GUTTER	32	LF	\$ 25.47	\$ 815.10
202-00206	REMOVAL OF CONCRETE CURB RAMP	18	SY	\$ 45.96	\$ 827.20
202-00210	REMOVAL OF CONCRETE PAVEMENT	25	SY	\$ 35.33	\$ 883.30
202-00220	REMOVAL OF ASPHALT MAT	25	SY	\$ 32.03	\$ 800.80
202-00250	REMOVAL OF PAVEMENT MARKING	260	SF	\$ 3.85	\$ 1,001.00
202-00810	REMOVAL OF GROUND SIGN	5	EACH	\$ 76.00	\$ 380.00
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	100	CY	\$ 26.80	\$ 2,680.00
203-01597	POTHOLING	96	HOUR	\$ 91.67	\$ 8,800.00
208-00020	SILT FENCE	400	LF	\$ 2.44	\$ 974.00
208-00045	CONCRETE WASHOUT STRUCTURE	1	EACH	\$ 802.00	\$ 802.00
208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	2	EACH	\$ 292.00	\$ 584.00
208-00200	EROSION CONTROL MANAGEMENT	1	LS	\$ 2,585.00	\$ 2,585.00
210-00810	RESET GROUND SIGN	1	EACH	\$ 292.00	\$ 292.00
212-00050	SOD	450	SF	\$ 6.10	\$ 2,745.00
212-01200	LANDSCAPE RESTORATION	600	SF	\$ 3.93	\$ 2,360.00
214-00220	DECIDUOUS TREE (2 INCH CALIPER)	7	EACH	\$ 648.00	\$ 4,536.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	50	CY	\$ 44.00	\$ 2,200.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	25	SY	\$ 174.86	\$ 4,371.40
412-00600	CONCRETE PAVEMENT (6 INCH)	25	SY	\$ 117.04	\$ 2,926.00
503-00200	CAISSON (SPECIAL)(36 INCH)	19	LF	\$ 746.84	\$ 14,190.00
503-00200	CAISSON (SPECIAL)(42 INCH)	17	LF	\$ 982.35	\$ 16,700.00
608-00010	CONCRETE CURB RAMP	25	SY	\$ 142.60	\$ 3,565.10
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	50	LF	\$ 54.82	\$ 2,741.20
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	530	LF	\$ 23.83	\$ 12,631.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	485	LF	\$ 25.66	\$ 12,443.80
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	150	LF	\$ 26.60	\$ 3,990.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	70	LF	\$ 43.80	\$ 3,066.00
613-07003	TYPE THREE PULL BOX (17" X 30" X 12")	4	EACH	\$ 1,907.00	\$ 7,628.00
613-07005	TYPE FIVE PULL BOX (30" X 48" X 36")	2	EACH	\$ 3,745.00	\$ 7,490.00
613-10000	WIRING	1	LS	\$ 19,200.00	\$ 19,200.00
613-13014	LUMINAIRE (LED)(14,000 LUMENS)	2	EACH	\$ 925.50	\$ 1,851.00
613-50150	SECONDARY SERVICE PEDESTAL	1	EACH	\$ 12,190.00	\$ 12,190.00
614-00011	SIGN PANEL (CLASS I)	17.5	SF	\$ 41.58	\$ 727.60
614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	24	LF	\$ 28.06	\$ 673.44
614-00216	STEEL SIGN POST (2X2 INCH TUBING)	6	LF	\$ 32.67	\$ 196.02
614-10130	ILLUMINATED STREET SIGN	3	EACH	\$ 4,151.33	\$ 12,453.98
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	2	EACH	\$ 614.40	\$ 1,228.80
614-70200	ACCESSIBLE PEDESTRIAN SIGNAL	2	EACH	\$ 1,132.90	\$ 2,265.80
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	6	EACH	\$ 736.40	\$ 4,418.40
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	2	EACH	\$ 968.20	\$ 1,936.40
614-72866	FIRE PREEMPTION UNIT AND TIMER	1	EACH	\$ 9,988.02	\$ 9,988.02
614-72886	INTERSECTION DETECTION SYSTEM (SINGLE CAMERA)	2	EACH	\$ 13,067.91	\$ 26,135.82
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET	1	EACH	\$ 35,840.00	\$ 35,840.00
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	1	EACH	\$ 27,599.90	\$ 27,599.90
614-81565	TRAFFIC SIGNAL-LIGHT POLE STEEL (2-50&40 FOOT MAST ARM)	1	EACH	\$ 44,200.60	\$ 44,200.60
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL (18 FOOT)	1	EACH	\$ 2,984.00	\$ 2,984.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL (5 FOOT)	1	EACH	\$ 2,533.90	\$ 2,533.90
614-86105	TELEMETRY (FIELD)	1	EACH	\$ 3,410.00	\$ 3,410.00
614-86800	UNINTERRUPTED POWER SUPPLY	1	EACH	\$ 8,082.38	\$ 8,082.38
614-87350	TEST FIBER OPTIC CABLE	1	LS	\$ 2,310.94	\$ 2,310.94
614-87401	FIBER OPTIC CABLE (SINGLE MODE) (12 STRANDS) (INSTALL AND TEST)	75	LF	\$ 5.50	\$ 412.50
614-87601	TERMINATE FIBER OPTIC CABLE (1 STRAND)	12	EACH	\$ 56.10	\$ 673.20
614-87690	ETHERNET SWITCH	1	EACH	\$ 5,724.40	\$ 5,724.40
625-00000	CONSTRUCTION SURVEYING	1	LS	\$ 8,250.00	\$ 8,250.00
626-00000	MOBILIZATION	1	LS	\$ 65,000.00	\$ 65,000.00
627-00011	PAVEMENT MARKING PAINT (WATERBORNE)	4	GAL	\$ 165.00	\$ 660.00
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	272	SF	\$ 20.90	\$ 5,684.80

627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	282	SF	\$ 17.60	\$ 4,963.20
630-00016	TRAFFIC CONTROL (SPECIAL) LUMP SUM	1	LS	\$ 49,500.00	\$ 49,500.00
700-70010	F/A MINOR CONTRACT REVISIONS	1	FA	\$ 20,000.00	\$ 20,000.00
F/A	FURNISH AND INSTALL ELECTRICAL SERVICE	1	LS	\$ 15,000.00	\$ 15,000.00
F/A	EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
				Grand Total	\$ 529,553.00

EXHIBIT C
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, 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

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.

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



BROOMFIELD CITY COUNCIL

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

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6D

Subject: Resolution - Master License Agreement Forged Fiber Master License Agreement (Fiber to Home)

- Resolution No. 2026-32 approving a Master License Agreement by and between the City and County of Broomfield and Forged Fiber

Goals: Financial Sustainability and Resilience, Thriving, Diverse, Safe and Welcoming Community

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

Forged Fiber 37, LLC (Forged Fiber) is requesting a Master License Agreement to install fiber-to-home infrastructure within Broomfield rights-of-way.

Federal law and state law provide some guidance on the City's ability to regulate the services Forged Fiber desires to provide. In accordance with Section 253 of the Telecommunications Act of 1996, federal law requires that no state or local statute or regulation may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications services. Moreover, Colorado state law, C.R.S. § 38-5.5-101 et seq, mirrors federal law and requires that access to rights-of-way and oversight of that access must be competitively neutral (i.e., the City can't favor or disfavor any particular provider) with respect to the City's regulations of companies in this area. The City still does retain the ability to use our police power to enforce our rules on the use of the right-of-way, which are established in Chapter 14-10 of the Broomfield Municipal Code that has been in effect since 2000.

Attachments

[Forged Fiber MLA Memo.pdf](#)

[Forged Fiber Master License Agreement \(F2H\) Res .pdf](#)

[Master License Agreement \(Broomfield Forged Fiber\).\(1.16.26\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

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Further, City regulations under Section 14-10-060 (A) of the Broomfield Municipal Code require approval of the City Council to use and occupy Broomfield right-of-way. Chapter 14-10 of the Broomfield Municipal Code regulates the use of public rights-of-way by requiring private users who construct, excavate, and work in Broomfield's rights-of-way to obtain Broomfield's permission to do so. Chapter 14-10 provides for a permit application, insurance and indemnification by users, standards for repair and restoration, and fees and charges.

Broomfield has previously approved telecommunications infrastructure to be installed within the public rights-of-way. These previous installations were approved by Council through a revocable permit, and the installations have included fiber backbone infrastructure and connections to specific facilities.

In recent years, Broomfield has been approached by multiple new internet service providers who are interested in constructing fiber-to-home infrastructure to provide broadband services to residents and, in some cases, businesses within Broomfield. Fiber internet is typically faster than cable internet and would provide additional internet provider options for Broomfield residents and businesses within Broomfield. Under C.R.S. § 38-5.5-101 et seq, telecommunications providers have the right to occupy and utilize the public rights-of-way and municipalities must provide equal access to rights-of-way for telecommunication providers.

The revocable permit form of agreement that was previously used and approved is not ideal for what is being proposed with fiber-to-home. In order to facilitate the orderly installation of fiber-to-home infrastructure, staff has created a standard Master License Agreement template for any entity desiring to construct such fiber facilities in Broomfield. Broomfield worked with Ken Fellman with Wilson Williams Fellman Dittman in Louisville because he has extensive experience in this field and has negotiated these types of agreements with other municipalities. Staff customized the agreement from Mr. Fellman to better fit Broomfield's exact needs. All of the master license agreements will be substantially similar and all providers will have equal access to the right-of-way, but staff will have the ability to limit or regulate facilities in areas where existing utilities already exist or where there is no more room for additional utilities in a corridor. In those instances, staff will assist providers with finding alternate (less crowded) routes to provide the services. The master license agreement may be terminated by the City if the provider materially breaches the agreement.

Forged Fiber 37 is acquiring fiber lines throughout the City with larger concentrations in districts along and near the Denver-Boulder Turnpike and Northwest Parkway. Forged Fiber 37 does not have precise plans for new installations, but they expect to be able to provide greater detail later this year as they begin seeking permits to expand the acquired network. This Master License Agreement approves phased installation throughout the City, so Forged Fiber could decide to install in other locations under this agreement. The exact location and phasing of the improvements will be defined by future Site License Agreements, which incorporate all of the terms of the Master License Agreement and will include a map of the locations for the fiber facilities, that will be reviewed and approved by the City and County Engineer. Forged Fiber will be applying to Broomfield for permits to construct specific phases/areas. The Master License Agreement allows for additional fiber optic installations to be approved by the City and County Engineer, should Forged Fiber decide to expand elsewhere in the City.

The majority of the work will be performed using traditional boring methods to protect Broomfield streets. A \$500 application fee will be submitted to Broomfield as required by Chapter 14-10. Applications will be submitted for Public/Private Improvement Permits for the work. An insurance certificate will be provided.

Financial Considerations

Forged Fiber is required to pay Broomfield a \$500 application fee and applicable permit fees.

Prior Council or Other Entity Actions

This is the seventh Master License Agreement for a company to install fiber-to-home infrastructure. The following Master License Agreements for installing fiber-to-home infrastructure were previously authorized by City Council:

On August 13, 2024 Council approved Resolution No. [2024-63](#) for a Master License Agreement for HyperFiber of Colorado, LLC (HyperFiber)

On August 13, 2024 Council approved Resolution No. [2024-99](#) for a Master License Agreement for BIF IV Intrepid OPCO, LLC (Intrepid)

On October 1, 2024 Council approved Resolution No. [2024-135](#) for a Master License Agreement for Vero Broadband, LLC (Vero)

On November 12, 2024 Council approved Resolution No. [2024-51](#) for a Master License Agreement for Metro Fibernet, LLC (Metronet)

On June 3, 2025 Council approved Resolution No. [2025-86](#) for a Master License Agreement for Google Fiber of Colorado, LLC (Google Fiber)

On August 12, 2025 Council approved Resolution No. [2025-108](#) for a Master License Agreement for Forged Fiber Communications LLC (LightGig)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to authorize the easement, the appropriate motion is...

That Resolution 2026-32 be adopted.

Alternatives

Do not approve the agreement

RESOLUTION NO. 2026-32

A resolution approving a Master License Agreement by and between the City and County of Broomfield and Forged Fiber 37, LLC

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

Section 1.

The Master License Agreement by and between the City and County of Broomfield and Forged Fiber 37, LLC to use rights-of-way for fiber optic services is hereby approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the City and County Clerk is authorized to attest the Master License 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 March 10, 2026

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

MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND FORGED FIBER 37, LLC

This Master License Agreement (this “Agreement”), dated as of the ___ day of _____, 2026 (the “Effective Date”), is entered into by and between the City and County of Broomfield, a Colorado home rule municipality and county (the “City”), and Forged Fiber 37, LLC a Delaware limited liability company (the “Company”), each a “Party”, and collectively, the “Parties”.

RECITALS

A. The City holds good and valid title to the Public Rights-of-Way (“ROW”), as defined in Section 1.7 below, throughout the City and desires to protect and preserve the ROW. The City further maintains police power authority to regulate access to and use of the ROW in a manner that protects the public health, safety, and welfare, consistent with Applicable Law.

B. The Company is in the business of providing Services to its customers through fiber-based telecommunications and broadband networks, including the Network (as defined in Section 1.5 below) to be installed in the City, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”) and pursuant to this Agreement.

C. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Equipment, as defined in Section 1.3 below, in the Public Rights-of-Way in the locations detailed in Supplemental Sites Licenses, a sample of which is attached hereto as Exhibit A.

D. The City desires to grant to the Company a non-exclusive license (“License”) for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Company, with respect to such interest as the City may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Equipment in, under, or along the ROW, subject to the following conditions:

1. **Definitions.** The following definitions shall apply generally to the provisions of this Agreement:
 - 1.1. “**Applicable Law**” means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.
 - 1.2. “**Claims**” means (1) losses, liabilities, costs and expenses of any sort, including reasonable attorneys’ fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation,

removal, remedial, and restoration costs, and consultant and other reasonable fees and expenses; and (4) any and all other reasonably related costs or expenses.

- 1.3. **“Equipment”** means electronics equipment, transmission equipment, shelters, conduit, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment related to the operation of the Company’s Network.
 - 1.4. **“Hazardous Substance”** means any substance or material defined or designated, or other similar term by any Applicable Law presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include without limitation any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.
 - 1.5. **“Network”** or collectively **“Networks”** means one or more of the neutral-host, broadband communication or telecommunication systems operated by the Company to serve its customers in the City.
 - 1.6. **“Public Rights-of-Way,” “Public ROW” or “ROW”** means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include City parkland, trails, state or federal rights-of-way, or any property owned by any person or entity other than the City, except as provided by Applicable Law or pursuant to an agreement between the City and any such person or entity.
 - 1.7. **“Services”** means the telecommunications or broadband services provided through the Network by the Company to its customers. Services also includes the lease of the Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that the Company at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating, or removing its Network pursuant to the terms of this Agreement.
 - 1.8. **“Standards”** means the current version of the Broomfield Standards and Specifications.
2. **Term.** This Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years from the date it has been executed by both Parties, unless it is earlier terminated by either Party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the City within two (2) years of the Effective Date of this Agreement, this Agreement may be terminated by the City, in its sole discretion, upon ninety (90) days written notice. This Agreement will be automatically extended for an additional term of ten (10) years from the expiration date of the current term, unless either

Party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations) at least three (3) years before the expiration of this Agreement. Notwithstanding the expiration of this Agreement, and so as long as the Parties are negotiating in good faith, and until such time as either a new agreement has been reached or the City has determined not to renew this Agreement, the Company shall have the right to continue to occupy and use the ROW pursuant to the terms of this Agreement.

3. **Scope of Agreement.** All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to the Company under this Agreement shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under Applicable Law to use any parts of the Public ROW, exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant any authority to utilize the Public ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, deploy wireless communications facilities in the ROW, or provide wireless communications services. The Company acknowledges that the City has made no warranties or representations regarding the fitness or suitability of any ROW for the installation or operation of the Equipment and the Company shall accept the Property AS IS. Any performance of work or costs incurred by the Company contemplated under this Agreement is at the Company's sole risk. The Company understands there is risk involved in placing the Equipment within the Public ROW and hereby releases the City, and its agents and employees, from any liability for any damage to the Equipment that may be caused by the City's construction or maintenance operations, or any other reason, and from any liability for any injury or damage incurred by the Company in its use of the Equipment within the Public ROW.

- 3.1. **City Use.** The Company acknowledges and agrees that the City currently uses and intends to continue to use the ROW for road purposes, and the rights granted to the Company for use of the ROW are subject to the rights of the City to use the property for a public road, sidewalk, shoulder, snow or material storage, drainage, water, wastewater, network, and other utilities or such other purposes as permitted by law which the City expressly reserves. In the event the City desires use of the ROW where the Equipment exists for future improvement projects, the City shall be under no obligation to pay to the Company any damages for removal or relocation of the Equipment and the Company shall relocate or remove such Equipment in accordance with the terms of this Agreement as more particularly set forth below.

4. **Construction.** The Company intends to install its Network at the locations to be approved by the City and submitted as a request for Supplemental Site License. The Company shall be required to obtain a Supplemental Site License and any permits required from the City for the installation of the Equipment (currently referred to as a Public/Private Improvement Permit (PPIP)) for each Equipment location or to perform any excavation or other work in the Public ROW in connection with its Network deployment. The Company shall use the form attached as Exhibit A prior to beginning construction in conjunction with the City's standard application for work within the ROW for the initial construction. The City will authorize the Company to commence construction with the grant of a Supplemental Site License and the provision of all necessary permits for the work within the ROW. The City's granting or approval applicable to such licenses and permits shall not be unreasonably, withheld, conditioned, or delayed. Supplemental Site Licenses shall be approved administratively by staff and signed by the City Engineer. The intent of the Parties is that the Supplement Site License will show a larger area of where the Equipment is anticipated to be installed generally, with the individual permits for ROW construction providing more detail as to the exact location and manner of construction. Pursuant to the Standards, any person performing work that requires a permit shall obtain a Contractor's License as set forth in Broomfield Municipal Code Chapter 15.32. If the Company's construction requires any deviation in any manner from the approved plans, the Company shall notify and obtain prior written approval from the City for any changes in advance of any construction or alteration. The Company shall pay for and repair, at its sole expense, any damage to existing facilities located on the Public ROW, whether owned by the City or others, that occurs as a result of the Company's construction or alteration of the Equipment.

4.1. **Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Equipment meets any of the criteria for a permit per the Standards, the Company shall apply for the appropriate permits and pay any standard and customary permit fees. The City shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public ROW in a reasonable and timely manner, provided that, the City may withhold a permit if the Company has outstanding permits that are not diligently being completed in the sole and absolute discretion of the City, or the City does not have adequate staffing to manage the permit requests currently in process with the City. As a condition of obtaining any permit that involves digging or other excavation in the Public ROW, the Company shall comply with all documents and processes set forth in the Standards and at a minimum, as part of its permit application submittal materials, identify on its fiber plan and profile set the following information:

4.1.1. All pothole and boring locations, the boring and installation method for its Equipment, number and size of conduits, cover depth of conduit, dimension clearance from the proposed conduit and existing utilities.

4.1.2. The horizontal and vertical locations of any other existing

underground utility or other facilities in the Public ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering and any additional City requirements, and what work will be self-performed and what work, if any, will be performed by subcontractors.

- 4.1.3. For each permit request, the Company shall provide construction drawings for review by the City, that identifies all existing and proposed utilities, identifies the location of all Equipment to be installed (including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment), ROW limits, existing or proposed easements, existing trees, fences, and other above ground improvements, traffic control signs and equipment, any other existing improvements, where the installation will occur (back of sidewalk, in the paved surface of the roadway), a profile with potholed locations of existing utility crossings (including fiber, water, sanitary sewer, and stormwater lines), a plan for conducting emergency repairs and all anticipated, expected restoration work. Where applicable, the design documents shall include specifications on design and ADA compliance.
- 4.1.4. If revisions to the construction drawings are required by the City, the Company shall provide revised drawings for review until final approval. The Company shall then include the final construction drawings with the appropriate permit application. The Company shall be allowed to seek permits year-round and all permits will expire as defined by the Standards. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed.
- 4.1.5. Plans shall show the Company's drawings of Equipment as compiled in accordance with the City's current practices and procedures as they are in effect from time to time, as well as any information required by Applicable Law.
- 4.1.6. "As-Built" drawings and design files with respect to the Equipment will be provided to the City as provided in the Record Drawings Section of Standards.
- 4.2. **Obtaining Required Permits Using Shallow/Micro Trenching.** The City currently does not have separate standards and specifications for the installation of Equipment using shallow, or micro, trenching techniques. As a result, in addition to the applicable requirements set forth Section 4.1, the following standards shall apply for all shallow, or micro, trenching work within the City.
 - 4.2.1. [NOT APPLICABLE - no shallow trenching will be used]
- 4.3. **Location of Equipment.** Potholes, analysis of as-built drawings, or

investigation of existing utility infrastructure must be performed so any conflicts with existing utilities (including fiber, water, sanitary sewer, and stormwater lines) are to be shown in the profile view of the drawings to be approved by the City. Prior to construction on each permit, the Company and its contractors must physically identify the locations of existing underground utilities within the path of construction via potholing. Potholes must be filled according to the current Standards. GIS data on the utilities and pipe material, if it can be visually identified, shall be updated on the engineering plans and as-built drawings. In relation to other utilities, all Equipment shall be placed according to the Standards. All Equipment shall be placed underground or, if approved by the City, via attachment to existing utility poles in compliance with the pole owner process for attachment. Any Equipment proposed to be located above ground must be screened in the manner approved by the City and the approval of the entity responsible for the maintenance of the property on which the Equipment is located.

- 4.4. **Obtaining Required Permits for Maintenance and Repair Work.** The Company, at its sole cost and expense, shall maintain the Equipment and every part thereof in good condition and repair, and perform any necessary maintenance functions. Any damage to the Equipment shall be repaired in a timely manner, but in no event later than 30 calendar days after a written request for such repairs from the City. The same process as described in Section 4.1 and 4.2, as applicable, shall be followed for work within the Public ROW relating to the repair or maintenance of the Network after installation; provided, that, a new Supplemental Site License will not be required after the initial installation of the Equipment, but any other necessary permits and performance guarantees for the performance of the work shall be secured as provided herein or in the Standards.
- 4.5. **Fees.** The Company shall apply for the appropriate permits and pay any standard and customary permit fees. In the event that the staffing levels are not sufficient to process Supplement Site Licensee and/or related permits for work in the ROW, whether due to City staffing levels or the number of permits being requested within the City, the City may notify the Company of its ability to add additional staffing capacity through the use of third party contractors. In such an event, the City shall notify the Company of the option to use third party contractors, and in such event the Company desires to pay the additional cost of third party consultants for the Supplement Site License and permit review and inspection work, the Company shall agree to pay the City any costs that the City incurs for such third party review, plus a 5% administrative review fee, less the applicable fees collected pursuant to the City's permit fee schedule had the work been performed by City staff. In such event, the Company shall reimburse the City for all costs and expenses associated with the third party review activities. The City shall provide invoicing to the Company documenting such costs which shall be due and payable within 21 calendar days of receipt to the City. The City will in turn use such funds to pay the third party consultants upon receipt. The purpose of this provision is to allow the City to

recover its actual costs for plan review, engineering and surveying review, and for construction observation, inspection and materials testing. If the Company elects not to pay for the additional costs, the City shall review the Supplement Site License and necessary permits in the ordinary course of business and shall not charge any additional fees, but the Company acknowledges that time for review may be extended in such an event which is not unreasonable.

4.6. **Public Infrastructure Security.** In accordance with the Standard's performance guarantee requirements, the Company shall provide financial security, in the form of letter of credit (in a form approved by the City) or cash deposit, for the cost to repair or reconstruct all public infrastructure anticipated to be required with any Supplemental Site License or ROW permit and the cost of any third-party contractors (as described in Section 4.5 above) engaged by the City in conjunction with the services provided herein. Rather than complete a new performance guarantee for each permit issued, the City and the Company may mutually agree upon an amount of a performance guarantee sufficient to cover the costs of the work anticipated to occur within the City for one calendar year. The Company shall provide such security in the approved form and amount prior to issuance of any required construction permit. When all required repairs or reconstruction of public infrastructure have been completed in accordance with City Standards, the City shall release the performance guarantee back to the Company in accordance with the Standards.

4.6.1. **Warranty.** The Company, or its contractor, shall warranty any work in the ROW for possible replacement or repairs for a period of two (2) years after completion of the work under a ROW permit. The performance guarantee shall remain in place even upon the completion of the work if additional permits are issued or anticipated to be issued. Only when no additional permits are outstanding and no additional work is contemplated by the Parties shall the performance guarantee be reduced as set forth in the Standards.

4.7. **Utility Notification Center.** The Company shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Equipment as required. The Company shall use commercially reasonable efforts to coordinate with the City and any affected utilities to undertake locations in accordance with the policies of each entity.

4.8. **Damages to Other Utilities.** To the extent that Company or any of its contractors cause damage to other utility facilities (including network, water, sanitary sewer, and stormwater lines), if there is damage caused to any major facility, at the discretion of the City, all construction within the City shall cease in order to allow the affected utilities to have the damage repaired. Any contractor of the Company that causes damage to another utility's facilities may be forbidden by the City from doing any further work under this Agreement. Should a stop work order be issued as a result of any damage caused by the Company or any of its contractors, such stop work order may not be lifted until such time as

all damaged parties have been fully compensated for their actual damages incurred. See also Damages and Restoration below.

- 4.9. **Public Engagement.** Prior to beginning any work to install, maintain or repair its Network in the Public ROW, the Company shall first notify residents of the work (via door hangers) a minimum of 48 hours in advance of performing the work and the language on the door hangers must be approved by the City all as set forth in the Interruption of Services Section of the Standards.
- 4.10. **General Warranty.** The Company warrants that all Equipment installed by it shall be in accordance with: (a) generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with the City municipal code and any regulations promulgated thereunder (“City Regulations”); (b) the plans and specifications provided by the Company to the City and approved by the City (the “Plans”); and (c) the same standards that the Company applies to construction of its own facilities (collectively referred to as the “Construction Standards”). The Company further warrants that the Equipment shall be free from obstructions and otherwise fully comply with the Construction Standards.
- 4.11. **Non-Liability.** The Company acknowledges that the City’s review and approval of the Plans for the Equipment is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to the Company or third parties is assumed by such review approval.
5. **Relocation of Equipment.** The Company understands and acknowledges that City may require the Company to relocate one or more of its Equipment installations horizontally or vertically. The Company shall at City’s direction relocate such Equipment, at the Company’s sole cost and expense, not later than ninety (90) days (except in the case of an emergency) after receiving written notice that the City determines that the relocation is needed. In any such case, the City shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the City within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the City has notified the Company that it, or another public agency or special district intends to commence its work, or, in the case of emergencies, immediately, the City or its agent, public agency or special district completing the work, shall be entitled to relocate the Equipment at the Company’s sole cost and expense, without further notice to the Company and may invoice the Company for such expenses which shall be paid promptly by the Company.
6. **Modification of Supplement Site License Prior to Installation.** In the event that (i) any of the Supplemental Site License applications has been rejected; (ii) any governmental approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; or (iii) the Company determines the Equipment Location is no longer technically compatible or financially feasible for its use, the Company shall have the right to terminate all or part of a Supplemental Site License prior to installation of

any Equipment. Notice of the Company's exercise of its right to terminate shall be given to the City in writing as set forth in this Agreement, and shall be effective upon the dates set forth in the notice. All standard and customary permit fees paid to said termination date shall be retained by the City. Upon such termination, all or part of the Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the obligations set forth in this Agreement. The Parties may mutually agree to modify any Supplemental Site License Agreements as needed to reflect any modifications.

7. Termination; Default; Removal and Abandonment of Equipment.

- 7.1. **Termination; Default.** At any time, the Company may elect to terminate this entire Agreement or may elect to discontinue the use of only portions of the Equipment. The City shall have the right to terminate all or a portion of this Agreement for failure of the Company in the performance of any covenant or condition in this Agreement within 60 days after receipt from the City of written notice of such breach; provided, however, if the nature of the remedy reasonably requires more than 60 days to cure, the Company shall not be in default if the Company commences such remedy within such 60-day period and thereafter diligently pursues such remedy to completion.
- 7.2. **Notification of Discontinue Use.** If at any time the Company intends to terminate this Agreement or discontinue use of any or all Equipment, it shall notify the City in writing of the intent to discontinue use. Such notice (the "Discontinuance Notice") shall describe the Equipment for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than sixty (60) days from the date such notice is submitted to the City and the Company's intended method of removal and restoration. The methods of removal or restoration shall include the following options (as more specifically described below):
- 7.2.1. Removal of the Equipment from the ROW; or
- 7.2.2. Abandonment of the Equipment in Place.
- 7.3. **City's Election Upon Receipt of Discontinuance Notice.** Upon receipt of a Discontinuance Notice, the City shall have sixty calendar days (the "City's Election Period") to notify the Company of its election with respect to the discontinued Equipment (the "City's Election"). The City may elect to allow the Company to: i) require removal of the Equipment from the ROW, in its sole discretion as more particularly described below, ii) convey the Equipment to the City as described below, or iii) abandon the Equipment in place. If no election is made by the City, the Company may abandon the Equipment in place and the Equipment shall remain under the ownership of the Company. In any event, upon termination or discontinuance of use, the Company shall be required to remove at its sole cost and expense any above ground structures with foundations from the ROW upon termination of this Agreement, regardless of the election made by the City hereunder. For purposes of clarity, above ground structures with foundations does not include the removal of pull boxes or other equipment that is flush with ground level. The City shall be reimbursed by the Company for all removal costs

and expenses including administration costs to remove the above ground structures with foundations, if the Company fails to remove the same.

7.4. **Removal of Equipment by the Company.** The Company may not remove, destroy, or permanently disable any such Equipment until the Company has obtained the necessary permits from the City for the removal of the Equipment from the Public ROW. If the City elects for the Equipment to be removed, the Company shall obtain a permit for such removal within 60 days of the receipt of the City's Election. Once the necessary permits have been issued by the City (including receipt by the City of any performance guarantee), the Company shall remove and dispose of such Equipment and restore any property damaged by such removal, and shall complete such removal, disposal, and restoration in accordance with the terms and within the time set forth in the permit, unless additional time is requested from and approved by the City. If Company fails to complete this removal and restoration work in accordance with the approved permit, then the City, upon written notice to the Company, shall have the right at the City's sole election, but not the obligation, to perform the removal or restoration work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the City actual costs and expenses incurred by the City in performing the work to the extent not covered by the performance guarantee received with the permit. If the City does not remove such items at the City's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public ROW may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Applicable Law.

7.4.1. If Company does not take any action to remove its Equipment pursuant to Section 7.4 or fails to affirmatively abandon or remove its Equipment within six (6) month of the City's Election notice, then the City may, in its sole discretion, notify the Company that the Company will be deemed to have remised, released, quitclaimed, and sold to the City all title and ownership in any Equipment remaining in the Public ROW, and the permanent abandonment in place and transfer of ownership of that Equipment shall automatically vest in the City without necessity of an additional agreement or instruments of conveyance.

7.5. **Conveyance of Equipment to the City.** At the discretion of the City, and upon written notice of the City's Election during the City's Election Period described above, the Company may abandon the Equipment in place, and shall further convey full title and ownership of such abandoned Equipment to City in a form acceptable to City. If the City agrees to accept ownership, the Company shall execute and deliver to the City bills of sale in a format acceptable to the City, and such other documents as the City deems necessary to effectuate such transfer of ownership to the City within thirty (30) days of the City's written notice of its intent to accept the transfer. The consideration for the conveyance is the City's permission to abandon the Equipment in place.

The Company shall be responsible for all obligations as owner of the Equipment, or other liabilities associated therewith, until the conveyance is completed. Once the conveyance is completed, the City shall be the owner and responsible for the Equipment.

- 7.6. **Abandonment of Equipment in Place.** At the discretion and upon written notice of City Election, the Company may abandon the Equipment in place, but the Company still retains the responsibility for all obligations as owner of the Equipment, or other liabilities associated therewith. The Company acknowledges and agrees that any Equipment that is abandoned in place may, at a later date, be removed by the City, another public agency or special district, if such party is doing work within the ROW that requires removal of the Equipment, all without further notice to the Company.
- 7.7. **Survival.** The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.
8. **Damage and Restoration.** Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Equipment is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the Public ROW or any City or other public or private property to be damaged, or whenever the Company, in connection with any of its operations, causes damage to the ROW or any other public or private property, the Company, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Equipment is located and all affected property to a safe and satisfactory condition. Any repairs or restoration, including emergency work, shall be completed as set forth in the Standards.
9. **Other Utilities, Other Service Providers.**
 - 9.1. The Company agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, the Company has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all employees, agents, contractors, and other persons who enter upon the Public ROW the existence and nature of such natural gas facilities and the potential danger and risk involved.
 - 9.2. The Company agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that City shall not be liable for stray current or interfering signals induced in the Equipment as a result of the operating of the cathodic protection system.
 - 9.3. The Company agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities within the ROW, the Company has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of

its employees, agents, contractors, and other persons who enter upon the Public ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

10. **Hazardous Substances.** The Company agrees that the Company, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of the City, the Company shall pay, indemnify, defend, and hold the City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the ROW and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.
11. **Indemnification.** The Company shall indemnify, defend, and hold the City, its employees, officers, elected officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, or liability (or any Claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Network and any Equipment, or the Company's breach of any provision of this Agreement. The Company's indemnification obligations extend to any Claims asserted by and any person or entity, including, but not limited to, employees of Company or its contractors, subcontractors, or their employees; and any Claims arising from, or alleged to be arising in any way from, the acts or omissions of Company, its sublessees, invitees, agents, or employees.
 - 11.1. The City shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit, or other proceeding in connection with any Claim. In the event such Claim arises, the City shall tender the defense thereof to the Company and the Company shall reasonably consult and reasonably cooperate with the City and County Attorney's Office while conducting its defense. The City and the Indemnified Party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.
 - 11.2. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the City, the Company shall pay for all reasonable expenses incurred by the City as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the City shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The City's expenses hereunder shall include all

reasonable out-of-pocket expenses, such as consultants' fees.

12. **Insurance.** To assure the City that the Company is always capable of fulfilling specified indemnification obligations, the Company, and its contractors and subcontractors, 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. The insurance requirements set forth in Exhibit B may be updated without an amendment to this Agreement with each renewal, automatic or otherwise, of this Agreement. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of the Company as provided elsewhere in this Agreement, and the Company should rely on its expertise to obtain additional insurance coverage needed for the City and the Company in its performance hereunder.
13. **Governmental Immunity.** The City and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Master License Agreement or any Supplemental Site License, immunities, limitations, coverages, or protections of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as a result of entering into this Agreement.
14. **Notices.** 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. Either Party may change its representative at any time by notice to the other Party. The Parties each designate an authorized representative as follows:
 - 14.1. **City Representative.** The City designates the City Engineer as the authorized representative of the City under this Agreement. Email address is engineeringpermits@broomfield.org.
 - 14.2. **Company Representative.** The Company designates LJ Godfrey, President, Great Lakes and Mountain States, as the authorized representative of the Company under this Agreement. Email address is lg2713@att.com.

If the Company 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.
 - 14.3. **Emergency Contact.** The Company shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring the City to take immediate action. The Company's 24/7 call center number is: (877) 453-8353, Option 1.
15. **Miscellaneous Provisions.** The provisions that follow shall apply generally to the obligations of the parties under this Agreement.
 - 15.1. **Documentation.** A Company representative shall have one copy of the applicable rights of way permit issued for work authorized under any Supplemental Site License in the Public ROW and available during construction or maintenance of any Equipment.

- 15.2. **Non-Exclusive Use.** The Parties understand and agree that the City permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, the City shall not be liable to the Company for any damage caused by those persons or entities.
- 15.3. **Compliance with Laws.** The Company 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 under this Agreement, 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.
- 15.4. **Severability of Provisions.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15.5. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both the City and the Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither the City nor the Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement, except when done so in writing by a Party's authorized representative.
- 15.6. **Federal and State Authorizations.** The Company has obtained all government licenses, permits and authorizations from the Federal Communications Commission which are required in order to provide the Services.
- 15.7. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in the District Court, Broomfield County, Colorado.
- 15.8. **Force Majeure.** With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such party's reasonable control, and which was not caused and could not have been avoided by a party which used

its best efforts in its operations to avoid such results. If a Party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other Party to substantiate its claim. If that Party has not yet cured the deficiency, it shall also provide the other Party with its proposed plan for remediation, including the timing for such cure.

- 15.9. **Limitation of Liability.** Except for indemnification pursuant to Section 11, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 15.10. **Representations and Warranties.** Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 15.11. **No Third-Party Beneficiaries.** This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.
- 15.12. **Public Disclosure.** The Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, §24-72-202(6), C.R.S., and accordingly may be disclosed to the public.
- 15.13. **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 other than being provided the Services of the Company as any other customer of the Company.
- 15.14. **Co-Builds and Use of Conduit by the City.** Should the City desire to place its own facilities for City purposes in trenches or bores opened by the Company, the Company shall cooperate with the City in any construction by the permittee that involves trenching or boring in accordance with Broomfield Municipal Code §14-10-120 (F) and (G).
- 15.15. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- 15.16. **Amendment.** This Agreement may not be amended except pursuant to a written instrument signed by both Parties. The City and County Manager has the authority to enter into amendments to this Agreement, in addition to the areas herein specifically delegated to the City Engineer by this Agreement.
- 15.17. **Entire Agreement.** This Agreement contains the entire understanding

between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the Parties concerning use of the Public ROW is superseded by this Agreement.

- 15.18. **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.

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

This Agreement is executed by the Parties hereto in their respective names as of _____, 2026.

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

Mayor
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City and County Attorney

COMPANY

FORGED FIBER 37, LLC

By: 
Kevin Marvin, Senior Executive
Director Address: 208 S. Akard St. Dallas,
TX 75202

EXHIBIT A

THE COMPANY SHALL PROVIDE THE FOLLOWING SUPPLEMENTAL SITE LICENSE SIGNED INCLUDING A MAP OF THE AREA TO BE CONSIDERED FOR INSTALLATION OF EQUIPMENT AS MORE PARTICULARLY DESCRIBED IN THE MASTER LICENSE AGREEMENT. IN ADDITION TO THIS DOCUMENT, THE COMPANY SHALL SUBMIT THE THEN CURRENT FORM OF ROW PERMIT APPLICATION (CURRENTLY REFERRED TO AS A PUBLIC/PRIVATE IMPROVEMENT PERMIT).

FORM OF SUPPLEMENTAL SITE LICENSE

THIS SUPPLEMENTAL SITE LICENSE is entered into this __ day of _____, 20__ (“Effective Date”) between the City and County of Bromfield, Colorado, a Colorado home rule municipality and county (the “City”) and Forged Fiber 37, LLC (“Company”) (collectively, the “Parties”).

1. Supplemental Site License. The City grants to the Company a non-exclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Master License Agreement For Fiber Optic Network in connection with the operation of the Company’s Network, between the City and the Company dated _____, 2026, within the Public ROW (as defined in the Master License Agreement) segment shown in Exhibit 1, attached hereto and incorporated herein by this reference (“Equipment Location”). [DRAFTING NOTE: EACH TIME A SUPPLEMENTAL LICENSE IS GRANTED THE NUMBER FOR THE NEXT EXHIBIT SHALL BE INCREASED BY 1 DIGIT (i.e. Exhibit 1, Exhibit 2, Exhibit 3 etc.), SO EACH SUPPLEMENTAL SITE LICENSE CAN BE MORE EASILY TRACKED]
2. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 3 of the Master License Agreement.
3. Equipment Location Acknowledgement. The Company and the City acknowledge and agree that the general placement of the Equipment in the locations identified on Exhibit 1 are feasible and the City believes there is room within the ROW indicated for the Equipment; however, the individual permits issued for the installation of the Equipment shall list the detail as required and detailed in the Master License Agreement.
4. Incorporation of Master License Agreement. All of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Master License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.
5. Approvals. It is understood and agreed the Company’s ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals that may be required under Applicable Law.
6. Notice and Communications. All notices, requests, and demands to or upon any Party

to this Supplemental Site License shall be in writing addressed to the person designated in the Master License Agreement.

7. 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.

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

City Engineer
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

FORGED FIBER 37, LLC

By: 
Kevin Marvin, Senior Executive
Director

EXHIBIT 1

Supplemental Site License Location Map

[To be attached with Supplemental Site License Application]

EXHIBIT B

INSURANCE REQUIREMENTS

Including General Liability, Automobile, Workers' Comp, Pollution Liability, and Excess Coverage

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, Pollution 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, 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

Excess/Umbrella Liability

Contractor/Vendor will purchase an Excess/Umbrella Liability Policy that provides liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Automobile Liability limits.

Minimum limit:

- \$2,000,000 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.

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



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Ken Rutt, Director of Water Utilities

Meeting Date: Tuesday, March 10, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6E
Subject: Resolution - Emergency 30 inch Transmission Line Repair on Aspen Street

- Resolution No. 2026-23 delegating authority to the City and County Manager to approve Purchase Orders with Diamond Contracting Corporation for the Completion of an Emergency 30-inch Water Transmission Line Repair on Aspen Street

Goals: Financial Sustainability and Resilience, Thriving, Diverse, Safe and Welcoming Community

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

A Resolution delegating authority to the City and County Manager to approve Purchase Orders with Diamond Contracting Corporation for the completion of an Emergency 30-inch Water Transmission Line Repair on Aspen Street.

Attachments

[Memo Resolution 2026-23 Emergency 30 inch Transmission Line Repair - Aspen Street \(1\).pdf](#)

[Resolution No. 2026-23 \(1\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

On Friday, January 23, 2026, the Water Utilities Distribution Team discovered a major leak in the 30-inch steel transmission main on Aspen Street, approximately 500 feet north of W. 136th Avenue.

This critical transmission line, which was installed in 1990 and is approximately 35 years old, is vital to the City's water infrastructure as it supplies treated drinking water from the treatment plant to the Carbon Road water storage tanks, serving Broomfield's residential and commercial customers.

After assessing the pipe's condition, the leak's location beneath the Farmers Reservoir & Irrigation Company (FRICO) ditch, and the need for long-term reliability, staff concluded that a localized spot repair is not a sustainable or fiscally responsible solution. Therefore, a complete replacement of a 40-foot section of the transmission line is required. This is deemed the most cost-effective, long-term remedy to ensure sustained reliability and prevent future risks and expensive emergency repairs.



At this time, the 30-inch transmission line remains out of service. Due to low winter water demand, system redundancy, and available storage, there have been no service impacts to customers while the 30-inch line is offline.

The emergency repair of the 30-inch transmission main is a critical project with a deadline of April 1, 2026, before the Community Ditch begins its seasonal flows. Delaying the repair past this date would significantly compromise safety and constructability due to the impact on excavation access.

Project Status and Materials:

Replacement materials were not immediately available and have been ordered.

- The required PVC pipe is manufactured in Canada and the pipe arrived on site on February 12, 2026.
- Specialized steel-to-PVC transition couplings require custom fabrication and are expected to be on site around March 5, 2026
- Upon Council Approval, the contractor is scheduled to begin the site work on March 11th.
- Project completion is expected by March 30, 2026.

Diamond Contracting, which has extensive experience with underground infrastructure and relevant waterline projects with the City and County of Broomfield, has been hired for both the exploratory work and the replacement of the 40-foot section.

The project is complicated and requires digging several access pits to safely install the new PVC water line underneath the existing ditch crossing. This method is crucial for protecting the ditch and nearby structures. The construction will necessitate a road closure for about two weeks. Before the repair begins, we will manage the schedule, traffic control, and public communication.

Cost of the Repair:

- The total project cost is estimated at approximately \$407,555.
- An emergency Waiver of Bid for \$200,000 was approved and encumbered to cover initial exploratory work, additional materials, and labor.
- Adequate funding is available within the Water Line Replacement Project: 40-70561-55200, 0AZ0001, to finance the entire project.

Aspen Street will remain open until construction is ready to begin. We will make every effort to minimize disruption and reopen the roadway as soon as conditions allow.

Proposed Resolution No. 2026-23 contains the necessary actions to authorize \$170,505 in additional purchases for a total of \$370,505, plus the standard 10% provision to address potential change orders (not to exceed \$407,555), for the completion of the 30-inch transmission line repair to Diamond Contracting Corporation.

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 (40-70531-55200 0AZ0001) - Residential Waterline Replacement	\$2,300,000
Sources and Uses of Funds	Amount
2026 Capital Improvement - Residential Waterline Replacement (0AZ001)	-\$200,000
2026 Capital Improvement - Residential Waterline Replacement (0AZ001)	-\$170,505
2026 Capital Improvement - Residential Waterline Replacement (0AZ001) Contingency	37,050
Projected Balance	\$1,892,445

Prior Council or Other Entity Actions

On February 25, 2025, City Council approved [Resolution 2025-05](#) for the Construction agreement between Diamond Contracting Corp. for the 2025 Waterline Replacement Project.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to authorize the purchase of the replacement for water mainlines from Diamond Contracting Corporation, the appropriate motion is...

That Resolution 2026-23 be adopted.

Alternatives

Do not approve the resolution and purchase authority. This is not recommended given the emergency situation and need to move quickly on this project.

RESOLUTION NO. 2026-23

A Resolution Delegating Authority to the City and County Manager to approve Purchase Orders with Diamond Contracting Corporation for the Completion of an Emergency 30-inch Water Transmission Line Repair on Aspen Street

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

Section 1.

The City and County Manager or designee is authorized to approve purchase orders up to \$407,555 for the emergency repair of the 30-inch water transmission line located in Aspen Street.

Section 2.

The City and County Manager or designee is authorized to sign and, if needed, the office of the City and County Clerk to attest, any agreements or documents needed for the purchases authorized by this resolution, in form approved by the City and County Attorney.

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed \$407,555.

Section 4.

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

Approved on March 10, 2026

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: Courtney Thiemann, Sr. City Attorney

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6F

Subject: Ordinance - First Reading - Ordinances Amending Municipal Code in Response to Colorado Supreme Court's Rulings Regarding Municipal Court

- Ordinance No. 2284 updating Broomfield Municipal Code General Penalty Provision
- Ordinance No. 2299 updating Shoplifting, Theft and Check Fraud to Align With Colorado State Law Penalties

Goals: N/A

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

Proposed Ordinance No. 2284 and 2299 would ensure that our current Broomfield Municipal Code aligns with state law pursuant to a recent ruling by the Colorado Supreme Court on December 22, 2025. The Colorado Supreme Court, in its opinions *In re People v. Camp* (Westminster case) and *In re People v. Simmons* (Aurora case), has restricted the sentencing authority of municipalities, including home rule jurisdictions. The Court held that municipalities are now precluded from imposing sentences in criminal matters that exceed the penalty prescribed by the corresponding state statute when a municipal ordinance and a state statute prohibit identical conduct.

Attachments

[Memo for Proposed Ordinances Changing General Penalty.pdf](#)

[General Penalty Ordinance 2284 .pdf](#)

[Ordinance 2299 updating shoplifting, theft and check fraud in lieu of the Camp decision - 1.27.26.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinances No. 2284 and 2299 would ensure that our current Broomfield Municipal Code aligns with state law pursuant to a recent ruling by the Colorado Supreme Court on December 22, 2025. The Colorado Supreme Court, in its opinions *In re People v. Camp* (Westminster case) and *In re People v. Simmons* (Aurora case), has restricted the sentencing authority of municipalities, including home rule jurisdictions. The Court held that municipalities are now precluded from imposing sentences in criminal matters that exceed the penalty prescribed by the corresponding state statute when a municipal ordinance and a state statute prohibit identical conduct.

General Penalty Provision, Ordinance 2284: Broomfield has a general penalty provision in the Code, BMC [1-12-020](#), which sets the maximum possible penalty for most criminal Code violations. This general penalty allows for up to \$2650 fine or 364 days in jail or both. In order to comply with the Colorado Supreme Court ruling, ordinance 2284 proposes a change to the general penalty provision of the Code stating that where there is a conflict, the state penalties apply.

Theft Charge, Ordinance 2299: One area where local government and the state prohibit identical conduct are types of theft (theft, shoplifting, theft of rental property, and Issue of check with intent to defraud). Broomfield's local theft violations prohibit theft of items that are less than \$500 and the specific value of the items does not change the possible penalty. State theft laws that prohibit the identical conduct as Broomfield's theft type violations separate the offenses into levels of violation defined by the value of the stolen items. Ordinance 2299 amends the local laws to mirror the state tiered penalty structure.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to adopt the proposed ordinances on first reading, the appropriate motion is...

That Ordinance No. 2284 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on March 24, 2026.

That Ordinance No. 2299 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on March 24, 2026.

Alternatives

Do not approve the ordinances. The Court, as it has been since the decision was issued, would need to continue to address any issues at both advisement and sentencing.

Additional information

Home Rule and Municipal Penalties

Since 1902, Article XX, Section 6 of the Colorado Constitution grants authority to home-rule municipalities. This authority includes the creation of municipal courts and imposition of penalties for ordinance violations. Additionally, home-rule municipalities have long been afforded the ability to legislate and enforce in areas that are of local concern.

When matters are of purely local concern, home-rule municipalities govern over state law. When matters are of statewide concern, state law governs over home-rule municipalities. When matters are of a mix of both local and statewide concern, then home-rule municipalities may still legislate in that area so long as it does not conflict with state law. If it does conflict with state law, then state law controls.

C.R.S. § 13-10-113 sets the maximum penalty that a municipal court can sentence an individual to up to 364 days in jail and/or a fine of up to \$2,650. In accordance, Broomfield Municipal Code 1-12-020, General Penalty also adopts this state law as the maximum sentence that can be imposed for Broomfield Municipal Code violations unless the specific code provision states otherwise.

Colorado Supreme Court Decisions

On December 22, 2025, the Colorado Supreme Court released a decision in *In re People v. Camp* and *In re People v. Simons* that changes the maximum penalty that Municipal Courts can sentence individuals to for violations of criminal ordinances in which there is a corresponding state charge.

In the case of *People v. Camp*, the Defendant Camp was charged in the Westminster Municipal Court for petty theft for allegedly taking something of value of \$300.00.

At state law, committing theft where the value of the item involved is less than \$300 would be considered petty theft where the maximum sentence would be 10 days jail and/or a \$300 fine. If the theft was more than \$300 but less than \$1,000 would be considered a class 2 misdemeanor punishable by up to 120 days jail, and/or a \$750.00 fine.

In the case of *People v. Simons*, the Defendant was charged in the Aurora Municipal court with motor vehicle trespass and subsequently trespass. At state law, committing motor vehicle trespass is considered a class 2 misdemeanor punishable by up to 120 days jail, and/or a \$750.00 fine and trespass is considered a petty offense punishable by up to 10 days jail and/or a \$300.00 fine.

As part of their pre-trial motions and prior to any verdict or sentencing, both Defendants challenged the potential punishments. They argued that the maximum penalties in the local jurisdictions were far higher than the same conduct at state law and thus were preempted as matters of mixed local and statewide concern or statewide concern.

The Colorado Supreme Court agreed and found that the regulation and the sentencing of non-felony criminal matters is a matter of mixed local and statewide concern and as a result when there are both state and municipal offenses that prohibit the same conduct the maximum sentencing caps at state law preempts the municipalities maximum penalties. The Court's decision is not limited to theft. It applies to all laws that prohibit the same conduct. As a result of the Court's ruling and rather than attempting to modify each provision in the municipal code to amend "similar conduct" provision, it is necessary - and meets the Court's requirements - to clarify the maximum sentencing ranges in the Broomfield Municipal Code.

Proposed Ordinance - General Penalty

Ordinance 2284 updates the general penalty section of the Broomfield Municipal Code. Broomfield has a general penalty provision that sets the possible penalty for Municipal Code violations. This general penalty applies when a Municipal Code provision either refers directly to the general penalty provision or remains silent on the possible penalty. This general penalty is capped at a maximum fine of \$2,650 and/or a maximum jail term of 364 days, pursuant to C.R.S. § 13-10-113. All Broomfield criminal violations are unclassified misdemeanors, without distinction in offense level. In contrast, the state criminal violations are divided into leveled offenses with possible penalties:

- Petty offenses: up to a \$300 fine and/or up to 10 days in jail
 - Class one misdemeanors: up to a \$1000 fine and/or up to 364 days in jail
 - Class two misdemeanors: up to a \$750 fine and/or up to 120 days in jail
- C.R.S. 18-1.3-501, 503

The recent Colorado Supreme Court decisions prohibit Broomfield's penalties from exceeding the state penalties for identical conduct. Therefore, if Broomfield's local criminal violations prohibit identical conduct to state law violations, our maximum general penalty can not apply. Ordinance 2284 amends our general penalty code provision to capture this required modification and, for violations that prohibit identical conduct, adopt the maximum possible penalty of the state law violation for local violations.

Proposed Ordinance - Theft-Related Provisions

Ordinance 2299 updates relevant theft related provisions of the Broomfield code to distinguish penalties between theft related offenses where the value of the stolen property is less than \$300 and penalties for offenses where the value of the stolen property is \$300 or more.

As it currently stands in the Broomfield Municipal Code, relevant (i.e. offenses that prohibit identical conduct to state offenses) theft related offenses prohibit the taking of another's property with a value of less than \$500. The comparable state theft related offenses define the level of offense by the value of the property at issue. Thus, the penalty for taking an item with a value of less than \$300 is different from the penalty for taking an item with a value of more than \$300.

Distinguishing the penalty for the different categories of value in the Broomfield Code helps to accurately notify an individual, the prosecutor, and the Court of the offense they are charged with and the possible penalties they face when receiving their summons into court from the charging police officer. This ordinance supports compliance with the Colorado Supreme Court *Camp* and *Simons* holdings. Ordinance 2299 only impacts the theft related ordinance violations in the code that prohibit identical conduct to state offenses. The four impacted code provisions are: Theft (B.M.C. 9-44-010), Shoplifting (B.M.C. 9-42-010), Theft of Rental Property (B.M.C. 9-44-020(A)(2)), and Issue of Check with Intent to Defraud (B.M.C. 9-43-020).

Below is a chart showing the changes proposed in Ordinance 2299 that are being made to mirror the state sentencing.

State Law	Current Broomfield Code	Proposed Ordinance
<p>C.R.S. 18-4-401(c) Theft</p> <ul style="list-style-type: none"> • Thing of value is less than \$300 - petty offense • Thing of value \$300 or more but less than \$1000 - class two misdemeanor 	<p>B.M.C. 9-42-010 - Shoplifting under \$500.00 in value</p> <ul style="list-style-type: none"> • Value of item(s) is less than \$500 - general penalty offense 	<p>B.M.C. 9-42-010 - Shoplifting under \$500.00 in value prohibited</p> <ul style="list-style-type: none"> • Item value \$299 and less mirror state penalty • Item value \$300-\$499 mirror state penalty
<p>C.R.S. 18-5-205 Fraud by Check</p> <ul style="list-style-type: none"> • Value of fraudulent check less than \$300; or aggregate of two or more fraudulent checks in a 60 day period statewide is <\$300 total - petty offense • Value of fraudulent check \$300 dollars or more but less than \$1000 or aggregate of two or more fraudulent checks in a 60 day period statewide is between \$300 and \$1000 - class two misdemeanor 	<p>B.M.C. 9-43-020 - Issue of check with intent to defraud</p> <ul style="list-style-type: none"> • Value of check is less than \$500 - general penalty offense 	<p>B.M.C. 9-43-020 - Issue of check with intent to defraud</p> <ul style="list-style-type: none"> • Fraudulent check amount \$299 and less - mirror state penalty • Fraudulent check amount \$300-\$499 - mirror state penalty
<p>C.R.S. 18-4-401(a)-(d) Theft</p> <ul style="list-style-type: none"> • Thing of value is less than \$300 - petty offense • Thing of value \$300 or more but less than \$1000 - class two misdemeanor 	<p>9-44-010 - Theft</p> <ul style="list-style-type: none"> • Value of thing involved is than \$500 - general penalty offense 	<p>9-44-010 - Theft</p> <ul style="list-style-type: none"> • Value is \$299 and less - mirror state penalty • Value is \$300-\$499 - mirror state penalty
<p>C.R.S. 18-4-401(e) Theft</p> <ul style="list-style-type: none"> • Thing of value is less than \$300 - petty offense • Thing of value \$300 or more but less than \$1000 - class two misdemeanor 	<p>9-44-020(A)(2) - Theft of rental property.</p> <ul style="list-style-type: none"> • Value of thing involved is than \$500 - general penalty offense 	<p>9-44-020(A)(2) - Theft of rental property.</p> <ul style="list-style-type: none"> • Value is \$299 and less - mirror state penalty • Value is \$300-\$499 - mirror state penalty

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2284

An ordinance updating the Broomfield Municipal Code General Penalty provision

Recitals

Whereas, pursuant to Colo. Rev. Stat. § 31-16-101, Colorado municipalities can set possible penalties for offenses committed in their municipalities up to one year in jail and up to a \$2,650.00 fine;

Whereas, on December 22, 2025 the Colorado Supreme Court issued an opinion in *In re People v. Camp* and *In re People v. Simmons* where the Court's opinion restricted municipalities' ability to sentence certain municipal level crimes, holding that municipalities, including home rule jurisdictions, are now prohibited to sentence defendants in criminal matters to sentences greater than the state law counterpart for crimes where a municipal ordinance and a state statute prohibit identical conduct.

Whereas, given the Colorado Supreme Court Ruling, an amendment is needed to modify Broomfield's general penalty provision to follow that ruling concerning sentencing in municipal court for state statutes prohibiting identical conduct.

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

Section 1.

Section 1-12-010 - Penalties designated - is amended to add a new subsection (B) as follows:

1-12-020 - Penalties designated.

(A) Whenever in any provision of the B.M.C. or in any provisions of a code adopted herein by reference, the doing of any act is required, prohibited, or declared to be unlawful, any person who is convicted of a violation of any such provision shall, for each offense, be punished by a fine not exceeding \$2,650.00, or by imprisonment not exceeding 364 days, or by both such fine and imprisonment, except where a different penalty is specifically prescribed by any ordinance of the city, and provided that no person under the age of eighteen years as of the date of the violation for which he or she is convicted shall be subject to the imposition of a jail sentence, except in the case of a conviction of a traffic offense or as otherwise provided by the Colorado Children's

Code. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued, or permitted by such person, and shall be punished accordingly. It is the intent of this chapter that the general penalties set forth in this section shall apply wherever no specific penalty has been otherwise provided in any ordinance of the city. The suspension or revocation of any license, certificate evidencing accord of inspection services, or other privilege conferred by the city shall not be regarded as a penalty for the purposes of this chapter.

(B) Notwithstanding section (A), whenever there exists a non-felony criminal violation where the prohibited conduct is identical to a corresponding charge in Colorado state law, the maximum sentence at the Colorado state law shall control.

Section 2.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on March 10, 2026, and ordered published in full.

Introduced a second time and approved on March 24, 2026, and ordered published.

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

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2299

An ordinance updating the Broomfield Municipal Code provisions for shoplifting, theft and defraud by check to align penalties with Colorado state law based on dollar amounts

Recitals

Whereas, pursuant to Colo. Rev. Stat. § 31-16-101, Colorado municipalities can set possible penalties for offenses committed in their municipalities up to one year in jail and up to a \$2,650.00 fine;

Whereas, on December 22, 2025 the Colorado Supreme Court issued an opinion in *In re People v. Camp* and *In re People v. Simmons* where the Court's opinion restricted municipalities' ability to sentence certain municipal level crimes, holding that municipalities are now prohibited to sentence defendants in criminal matters to sentences greater than the state law counterpart for crimes where a municipal ordinance and a state statute prohibit identical conduct.

Whereas, given the Colorado Supreme Court Ruling, the City is amending certain municipal level offenses to mirror the penalty structure of the state court offense.

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

Section 1.

Chapter 9-42, Shoplifting and Price Switching, is hereby amended to read as follows:

9-42-010 - Shoplifting under \$500.00 in value.

- (A) It shall be unlawful to commit the crime of shoplifting. A person commits the crime of shoplifting when he or she knowingly takes possession of any unpurchased goods, wares, or merchandise of a value of less than \$500.00 owned or held by and offered or displayed for sale by any store or mercantile establishment, with the intention of converting such goods, wares, or merchandise to his or her own use, without paying the purchase price thereof.
- (B) For purposes of sentencing, shoplifting offenses involving goods, wares, or merchandise of a value of **\$299** and less will mirror Colorado state possible penalties for the identical conduct.

- (C) For purposes of sentencing, shoplifting offenses involving goods, wares, or merchandise of a value between \$300 and \$499 will mirror Colorado state possible penalties for the identical conduct.

Section 2.

Chapter 9-43, Fraud by Check, is hereby amended to read as follows:

9-43-020 - Issue of check with intent to defraud.

- (A) Any person, knowing he or she has insufficient funds with the drawee, who, with intent to defraud, issues a check for the payment of services, wages, salary, commissions, labor, rent, money, property, or other thing of value commits fraud by check. This section shall only apply where the fraudulent check was for the sum of less than \$500.00.
- (B) For purposes of sentencing, if the fraudulent check was for an amount of \$299 or less, possible penalties shall mirror Colorado state possible penalties for the identical conduct.
- (C) For purposes of sentencing, if the fraudulent check was for an amount between \$300 and \$499 possible penalties shall mirror Colorado state possible penalties for the identical conduct.

Section 3.

Chapter 9-44, Theft, is hereby amended to read as follows:

9-44-010 - Theft.

- (A) It shall be unlawful to commit theft. A person commits theft when he or she knowingly obtains or exercises control over anything of value of another without authorization, or by threat or deception, and:
- (1) Intends to deprive the other person permanently of the use or benefit of the thing of value;
 - (2) Knowingly uses, conceals, or abandons the thing of value in such a manner as to deprive the other person permanently of its use or benefit;
 - (3) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use and benefit; or
 - (4) Demands any consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person.

- (B) This section shall only apply if the value of said thing of value is less than \$500.00.
- (C) For purposes of sentencing, if the value of the thing involved is \$299 and less the possible penalties shall mirror Colorado state possible penalties for the identical conduct.
- (D) For purposes of sentencing, if the value of the thing involved is between \$300 and \$499, the possible penalties shall mirror Colorado state possible penalties for the identical conduct.

9-44-020 - Theft of rental property.

- (A) It shall be unlawful to commit theft of rental property. A person commits theft of rental property if he or she:
 - (1) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
 - (2) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his or her representative or to the person from whom he or she has received it within seventy-two hours after the time at which he or she has agreed to return it.
- (B) This section shall only apply if the value of said personal property is less than \$500.00.
- (C) For purposes of sentencing section(A)(2), if the value of the thing involved is \$299 or less, possible penalties shall mirror Colorado state possible penalties for the identical conduct.
- (D) For purposes of sentencing, if the value of the thing involved was for an amount between \$300 and \$499, possible penalties shall mirror Colorado state possible penalties for the identical conduct.

Section 4.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on March 10, 2026, and ordered published in full.

Introduced a second time and approved on March 24, 2026, and ordered published

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: Ken Rutt, Director of Water Utilities

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7A

Subject: Public Hearing - Ordinance Second Reading - Updates to Water Use and Drought Restrictions

- Ordinance No. 2294 amending certain Sections of Chapter 13-36 of the Broomfield Municipal Code Water Use and Drought Restrictions

Goals: Financial Sustainability and Resilience

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

An Ordinance amending certain Sections of Chapter 13-36 of the Broomfield Municipal Code Water Use and Drought Restrictions.

Attachments

[Memo for Ordinance 2294 PH and 2nd Reading Water Use Ordinance Changes 2026 \(1\).pdf](#)

[Ordinance No. 2294 Amendend and Modified from Second Reading.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Overview

On [January 27, 2026](#) City Council held the first reading for Ordinance No. 2294. This ordinance proposes substantive amendments to specific sections within [Chapter 13-36](#) of the Broomfield Municipal Code, which governs Water Use Rules, Drought Water Use Restrictions, and Water Use Reduction Measures. The primary objective of these amendments is twofold: to refine and clarify the requirements for mandatory water use restrictions during periods when the City Council has declared a drought, and, critically, to establish new, permanent water-efficient irrigation practices for all non-drought periods.

A significant element of this ordinance is the codification of non-drought water efficiency measures. These water use requirements became effective on January 1, 2025. This made the 2025 irrigation season the first period during which these new water-wise rules were actively observed and implemented. The formal inclusion of these practices into the Municipal Code serves to strengthen the city's commitment to long-term water sustainability, moving beyond a focus solely on crisis-response during drought conditions.

The specific changes proposed within Ordinance No. 2294 are designed to achieve clarity regarding existing requirements and recognize the diverse needs of water users. The ordinance introduces reasonable and carefully considered exceptions for certain specific situations. These exceptions are balanced against the overarching goal of continuing to promote the most efficient irrigation practices across the City and County.

Ordinance Progression

The first reading of the ordinance to update the water use rules was formally conducted during the City Council's regular meeting on January 27, 2026. Following this initial introduction, the ordinance is now scheduled for its Public Hearing and Second Reading. The adoption of Ordinance No. 2294 will solidify the framework for both drought response and everyday water-wise behavior, ensuring Broomfield's water security for the future.

Summary of Proposed Changes for 2026

Based on feedback received from Parks, residents, HOAs and other water customers, staff is proposing the following modifications to Chapter 13-36 of BMC:

- 1) **Separate requirements for large parcels** (defined as 100,000 square feet or 2.3 acres of irrigated turf). Depending on the design of the irrigation system, some large parcels may not be able to run all of their irrigation zones in the time allotted between 6 p.m. and 10 a.m. and, as a result, they may not be able to irrigate all of their property on three assigned days per week. The proposed change would grant an exception from the day and time limitations for large parcels, provided they:
 - a) Register with the Department of Water Utilities,
 - b) Take actions to ensure efficient irrigation practices, and
 - c) Provide documentation to Water Utilities showing that no individual irrigation zone is run more than three times per week.

This new exception for day and time requirements would apply only during non-drought times; rules under the Drought Conditions I and II already have exceptions.

Staff will develop a policy and procedure to enforce these new requirements. To ensure efficient irrigation practices, if a property owner applies for this exception, the property owner will be required to conduct an irrigation system audit at least once every three years. Property owners can get audits free of charge through Broomfield's participation in Resource Central's Slow-the-Flow program. Documentation to ensure that irrigation zones are run no more than three times per week can include either the results of a recent audit or photos of irrigation schedules as programmed into irrigation controllers or software.

- 2) **Requirements for repairs to damaged irrigation systems.** Several of the violations in 2025 involved water waste caused by broken sprinkler heads or sprinkler lines. In these cases, when the sprinkler system runs, large quantities of water leak and run off into the street or gutter. The proposed change would require repairs to the irrigation system or shutting down the irrigation system within 10 days. The property would not be cited for any additional violations for those 10 days. Denver Water and Colorado Springs Utilities both require fixing leaks within 10 days. Other cities are less specific and require repairs "as soon as possible." Because of our contract with Denver Water, we often aim to be consistent with their practices and requirements.
- 3) **Exceptions for new sod or seed.** Under the requirements for Drought Condition I, the Code grants an exception to day and time limitations for newly seeded, sodded, or re-seeded areas. Establishing new seed or sod requires irrigation multiple times a day for up to three weeks. This exception was not included in the requirements under non-drought conditions. Staff proposes adding an exception to non-drought requirements that would allow irrigation as needed for new seed or sod for up to 21 days. Staff also proposes modifying the exception under Drought Condition I to limit the exception to 21 days rather than two weeks to ensure that Broomfield customers can sufficiently water to establish the new grass. This is consistent with Denver Water's rules for new seed or sod.
- 4) **Clarifying the responsible CCOB Department.** With the establishment of the Water Utilities Department, staff recommends replacing "public works" with "water utilities" throughout Chapter 13 to clarify the point of contact and the responsible department.
- 5) **Extending the reuse irrigation season.** Based on feedback from the Parks department, staff proposes adjusting the start of the reuse irrigation season from April 1st to March 1st.
- 6) **Adding an exception for winter watering.** During prolonged dry spells in the winter, it is necessary to water trees, shrubs and lawns. Broomfield recommends against using automatic sprinkler systems in winter due to the risk of freezing and damage. Some residents, however, prefer to use their automatic systems and blow them out again after a single use. This exception would allow residents to use automatic sprinklers any time and on any day during December, January, and February.

Communications and Enforcement

Water Utilities and Communications staff have developed the 2026 Water Efficiency Programs and Drought Communications Plan.

This comprehensive strategy aims to promote water conservation and manage public messaging based on drought conditions. Key goals include achieving up to a 5% reduction in water use during a Drought Watch and a 15% reduction if a Drought Condition I is declared by the City Council.

The plan leverages several programs, including partnerships with Resource Central for initiatives such as Garden In A Box, Lawn Replacement, and Free Slow the Flow Sprinkler Evaluations, in addition to Broomfield's existing Water Rebates and Fix a Leak Week.

Communication efforts began in February with a focus on the Drought Watch. They utilize diverse channels, including newsletters, social media, and paid advertisements—with specific messaging and budget allocation contingent on the current drought status. All efforts are directed toward measurable targets for program participation and water savings, ultimately protecting community water resources.

In addition to the communications plan, staff have developed procedures for implementing the two key exceptions to watering rules proposed in Ordinance 2294.

1. Staff is preparing a communications plan for the proposed water use changes related to new seed or sod. If City Council passes Ordinance 2294, information about this exception will be distributed in March through newsletters and other channels.

Future communication efforts regarding this exception will be based on City Council decisions about drought status. If Broomfield enters Drought Condition I, the rules for irrigation and new seed/sod will change, and messaging will be adjusted accordingly. If non-drought conditions continue, we will disseminate the existing rules for new seed/sod exceptions.

To register for this exception, residents and property owners must email Water Utilities at a new, dedicated email address. The registration email must include:

- The address where new sod/seed will be planted
- The date of installation
- A contact for follow-up

2. Water Utilities staff is developing the implementation procedure for the new irrigation requirements for large parcels. Key steps for obtaining an exception include:

- Registration: Registering with the Department of Water Utilities via a new dedicated email address.
- Irrigation Audit Documentation:
 - Signing up for a free irrigation system audit, OR
 - Providing documentation of an audit within the last three years, along with documentation of steps taken to implement the past audit's recommendations.
- Demonstration of Compliance: Submitting documentation of irrigation zone settings (photos of controller settings or software screen captures) to show that zones are run no more than three times per week.

Staff will integrate exceptions into the existing water use tracking spreadsheets.

Financial Considerations

The proposed changes to Chapter 13-36 of the Broomfield Municipal Code are not expected to have a significant financial impact. Staff anticipates that the communication and enforcement efforts for the updated Water Use Ordinance in 2026 will be similar in scale and cost to the activities conducted in 2025.

Prior Council or Other Entity Actions

On [May 16, 2023](#), City Council held a study session, which introduced the updated Drought Response Plan and requested Council's direction on the associated code changes.

On [July 11, 2023](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions. The ordinance was not carried forward to second reading.

On [February 20, 2024](#), City Council held a study session reintroducing the updated Drought Response Plan and requested for Council's direction on the associated code changes.

On [April 23, 2024](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions.

On [May 28, 2024](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions-2nd Reading

On [June 11, 2024](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions-3rd Reading

Boards and Commissions Prior Actions and Recommendations

On May 8, 2023, staff presented the updated Drought Response Plan and associated code changes to the Advisory Committee on Environmental Sustainability (ACES). ACES supported staff's update to the Drought Response Plan and unanimously voted in favor of the revised code related to drought watering restrictions.

Proposed Actions / Recommendations

If Council desires to proceed with the proposed modifications to Chapter 13-36 of Broomfield Municipal Code, the appropriate motion is...

That Ordinance No. 2294 be adopted on second and final reading and ordered published.

Alternatives

Do not approve Ordinance No. 2294. The water use and drought requirements will continue to be enforced as they currently stand.

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2294

An Ordinance Amending Certain Sections of Chapter 13-36 of the Broomfield Municipal Code
Water Use and Drought Restrictions

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

Section 1.

Section 13-36-015 of the Broomfield Municipal Code is hereby amended to read as follows:

13-36-015 - Irrigation practices during **April through November** ~~times~~ with no declared drought condition.

(A) During ~~the months of April through November times~~ **not with no** declared a drought condition as set forth in this chapter, the customer, owner, and occupant of the licensed premises shall adhere to the following standard irrigation practices:

(1) For turf areas irrigated by potable or reclaimed water, irrigation is limited to three days per week. A "house number" is defined by the last two digits of a street address. (Ex. - 02, 14, 22 are even numbers; 15, 19, 27 are odd numbers).

(a) Addresses ending in an even number may irrigate on Monday, Wednesday, and Friday of the week.

(b) Addresses ending in an odd number may irrigate on Sunday, Tuesday, and Thursday of the week.

(2) Turf irrigation shall be avoided between the hours of 10:00 a.m. and 6:00 p.m.

(a) For small parcels irrigation must occur on designated days. Small parcels are those with less than 100,000 square feet (or 2.3 acres) of irrigated turf.

(b) For large parcels where irrigation may span multiple days over a single evening (e.g., 6:00 p.m. to 10:00 a.m. on the following day), day of the week designations, as referenced throughout this chapter, means the day in which irrigation must begin. Large parcels are those with **equal to or more than** 100,000 square feet (or 2.3 acres) of irrigated turf.

(3) Turf areas irrigated by reclaimed water shall not irrigate before ~~April~~ March 1 or after November 30.

(4) Large parcels, defined as those with equal to or more than 100,000 square feet (or 2.3 acres) of irrigated turf, where it is not feasible to run all irrigation zones in the time allotted between 6 p.m. and 10:00 a.m. are exempt from the watering day limitations in section A(1) and watering hour limitation in section A(2) only if:

(a) The parcel is registered with the department of water utilities and granted permission to deviate from the watering day limitations;

(b) The owner of the parcel takes action to ensure that efficient irrigation practices are followed on the parcel; and

(c) The owner of the parcel provides documentation to the department of water utilities demonstrating that each irrigation zone is run no more than three times per week.

(B) System maintenance. An irrigation system may be operated at any time for the purpose of repair or regular maintenance, provided that misuse or waste of water does not occur in violation of section 13-24-010, B.M.C.

(C) Trees, shrubs, gardens. The irrigation of trees, shrubs, or gardens may occur at any time if watered by hand, a drip irrigation system, a bubbler system, or by a soaker hose. Hand watering means holding in the hand a hose with an attached positive shutoff nozzle, and does not include operating a hose with a sprinkler or manually operating an irrigation controller.

(D) Excess Runoff. It shall be unlawful to waste water by allowing excess runoff from watering or other uses to flow down the gutters.

(E) Damaged irrigation systems or components. Any damaged irrigation systems or components, such as broken lines or sprinkler nozzles, that are causing waste by allowing excess runoff from watering or other uses shall be repaired or the irrigation system shut down within 10 days from the time a violation is documented by the city .

(F) New seed or sod. Any newly sodded, seeded, or re-seeded turf areas in the city are exempt from the turf irrigation watering day and watering hour limitations prescribed above, provided the newly sodded, seeded, or re-seeded turf area is registered with the department of water utilities. Once registered with the department of water utilities, newly sodded, seeded, or re-seeded turf areas can irrigate as necessary for up to 21 days for establishment. After the first 21 days of establishment irrigation, the newly sodded,

seeded, or re-seeded turf areas are subject to the watering day and watering hours outlined in section A above.

Section 2.

A new section 13-36-016 of the Broomfield Municipal Code is hereby added to read as follows:

13-36-016 - Irrigation practices during December through March with no declared drought condition

During the months of December through March with no declared drought condition as set forth in this chapter, there will be no day or time restrictions for irrigating turf as set forth in Section 13-36-015. All other sections of Chapter 13-36 will remain in effect.

Section 3.

Sections 13-36-030(G) and 13-36-030(N) of the Broomfield Municipal Code are hereby amended to read as follows:

13-36-030 - Drought Condition I; mandatory water use restrictions.

(G) *New seed or sod.* New sod, seed, or re-seed shall not be installed between June 1 and September 15 during Drought Condition I. Any newly sodded, seeded, or re-seeded turf areas in the city are exempt from the turf irrigation water day and watering hour limitations prescribed above, provided the newly sodded, seeded, or re-seeded turf area is registered with the department of **water utilities public works**. Once registered with the department of **water utilities public works**, newly sodded, seeded, or re-seeded turf areas are subject to the following limitations:

(1) Total irrigation is limited to 2.0 inches per week for up to **21 days** ~~two weeks~~ from initial installation of sod or seed. ~~There shall be no irrigation between the hours of 10:00 a.m. or after 6:00 p.m.~~

(2) After the first **21 days** ~~two weeks~~ of establishment irrigation, newly sodded, seeded, or re-seeded turf areas are subject to the requirements under subsections A–D above.

(N) *Permits.* For good cause shown, the director or deputy director of **water utilities public works** may issue water variance permits in instances of personal hardship.

Section 4.

Section 13-36-040(O) of the Broomfield Municipal Code is hereby amended to read as follows:

13-36-040 - Drought Condition II; mandatory water use restrictions.

(O) Permits. For good cause shown, the director or deputy director of **water utilities** ~~public works~~ may issue water variance permits in instances of personal hardship.

Section 5.

Section 13-36-050(J)(3) of the Broomfield Municipal Code is hereby amended to read as follows:

13-36-050 - Drought Condition III; mandatory water use restrictions.

(J) Washing of vehicles and boats.

(3) Commercial car washes shall have recycling capabilities in order to operate and are required to obtain a permit from the director or deputy director of **water utilities** ~~public works~~ as a condition of operation.

Section 6.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on January 27, 2026, and ordered published in full.

Introduced a second time and approved on March 10, 2026, for second reading, and further ordered published.

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: Lynn Merwin, Deputy Director of Community Development (Planning)

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7B

Subject: Public Hearing - Resolution - Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign

- Resolution No. 2026-51 Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

The applicant, Kevamra LLC, is proposing to construct a new freestanding digital monument sign. The proposed modification is for the alteration of the design of a previously approved static monument sign to a digital sign. The sign would be located within Palisade Park Filing No. 1 Replat E, Lot 2, specifically on the southern portion of 16801 W Galapago Place.

Attachments

[Palisade Park Monument Sign - Council Memo.pdf](#)

[Resolution No. 2026-51 Palisade Park Monument Sign SDP-A.pdf](#)

[Palisade Park Filing No. 1 SDP/URSP Amendment - Text Amendment.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The applicant, Kevamra LLC, is proposing to construct a new freestanding digital monument sign. The proposed modification is for the alteration of the design of a previously approved multi-panel monument sign to a fully digital sign. The sign would be located within Palisade Park Filing No. 1 Replat E, Lot 2, specifically on the southern portion of 16801 W Galapago Place.

This current application was originally submitted as an administrative modification ([PZ-26-00013](#)). The application for administrative approval was not approved by the City Manager, and was instead referred to the Land Use Review Commission (LURC) to conduct a formal hearing. LURC reviewed the application on February 9, 2026, and approved the application by a unanimous vote (4-0). Following approval by LURC, this application was called-up for further review and consideration by the City Council.

A detailed project description and overview are provided below under the “Current Application - Detailed Description and Staff Review” section of this memo. There are no key issues that have been identified by staff.

Application Materials:

The application material includes an SDP/URSP text amendment and associated attachments showing the proposed sign details which can be reviewed through the following links:

- [Project Description](#)
- [SDP/URSP Text Amendment](#)
- [Site Plan](#)
- [Revised Monument Sign Plan](#)
- [Landscaping Plan](#)
- [Driver Safety Study Key Takeaways](#)
- [Driver Safety Study](#)

Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC), City Council and the Broomfield Urban Renewal Authority (BURA) must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC, Council and BURA as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City’s website.

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...
That Resolution 2026-51 be adopted.

If the Broomfield Urban Renewal Authority wishes to approve the urban renewal site plan, the appropriate motion is...

That Resolution 2026-52-UR be adopted.

Alternatives

Council and BURA 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 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed-Use Commercial”. The proposed sign and associated development are consistent with the Comprehensive Plan's land use designation and the land use assumptions established for the property in the Long-Range Financial Plan.

Economic and Financial Plan Impacts

The proposed amendment to the SDP/URSP for the modification of a prior approved freestanding monument sign is not expected to result in any net fiscal impacts to the City and County of Broomfield, nor the Broomfield Urban Renewal Authority. The developer and/or the local Metropolitan District is expected to fund the design, construction, and ongoing maintenance and operation of the proposed digital sign. Any potential advertising revenue generated will not result in additional tax revenues.

The digital sign may result in additional indirect tax revenues from local businesses through some increase in business and event sales resulting from increased event or broader area patronage. Indirect event business activities, by on-site food trucks or nearby business food or beverage sales, may result in some increases in sales activities. From a broader, and longer term, perspective, increased sales activities resulting from increased consumer awareness and would benefit businesses in the area. A specific indirect sales, or sales tax revenue, is difficult to estimate without a specific number of events, frequency (e.g. seasonality), and patronage information.

North Park West Urban Renewal Plan and I-25 Sub-Area Plan

The North Park PUD Plan is located within the I-25 Sub-Area Plan. Council adopted the I-25 Sub-Area Plan in 1999.

Broomfield’s Sub-Area Plans are designed to help achieve several common goals:

- Create a quality “Gateway Image” that conveys the desired vision for the Broomfield community;
- Establish a balance of complementary land uses;
- Maintain economic stability for the City through value-creation and value-retention; and
- Promote meaningful dialogue among landowners, governmental agencies, and others to facilitate communication, cooperation, and successful development results.

The subject custom sign was previously approved and the proposed modifications are considered consistent with the goals established within the sub-area plan.

Prior Council or Other Entity Actions

Prior Council Action

- On [October 9, 2007](#), City Council and BURA approved Resolution No. 2007-186, related to the Children's Hospital. The Palisade Park, Filing No. 1 SDP/URSP also included a design for a multi-tenant freestanding monument sign.
- On [October 22, 2013](#), City Council and BURA approved Resolution No. 2013-154, related to the Palisade Park, Filing No. 1 SDP/URSP Amendment, which included a revised freestanding monument sign design. The custom sign type and design allowed for the subject sign to be 25' tall and 288 square feet in sign area (both sides).

Zoning, Previously Approved Plans and Status of the Development

Zoning

The zoning for this parcel is Planned Unit Development (PUD), and the property is located within the Palisade Park PUD area. The PUD plan allows for mixed-use commercial on the subject property. Signage is a typical accessory use within development, and the proposed sign is consistent with the underlying zoning.

The Palisade Park, Filing No. 1 SDP/URSP Amendment, approved in 2013, included deviations from the BMC to allow for the proposed monument sign to exceed the maximum permitted sign height, and to allow the subject sign to encroach into the required setback from the property line so long as it remained outside of the sight distance area. The sign was approved to be located 10 ft from the public right-of-way.

Previously Approved Plans

As a brief overview and history of the subject property and signage, the property is zoned PUD, and is governed by the Palisade Park PUD. The Palisade Park, Filing No. 1 SDP/URSP approved a multi-tenant freestanding monument sign design in 2007. The SDP/URSP approved a sign that was customized for the development and did not align with other BMC sign code types. This document was later amended in 2013, Palisade Park, Filing No. 1 SDP/URSP Amendment. The 2013 amendment revised the freestanding sign design and allowed for the subject sign to be 25 feet tall.

The 2013 revised SDP/URSP notes that the "Top panel may be internally lit or LED message board". Furthermore, the size of the "LED Panel Option", when scaled off the SDP drawing, is approximately 15.5' x 4' for a total of approximately 62 square feet per side. See below for an image of the SDP drawing of the approved sign.

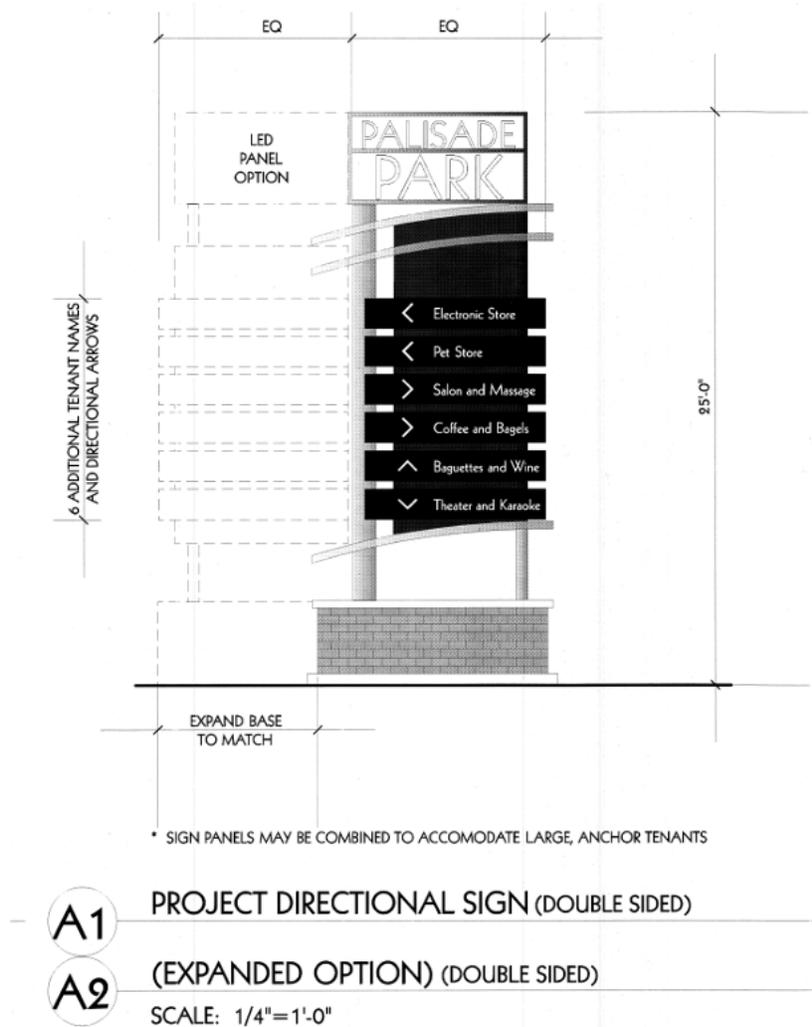


Image of Monument Sign Approved in 2013

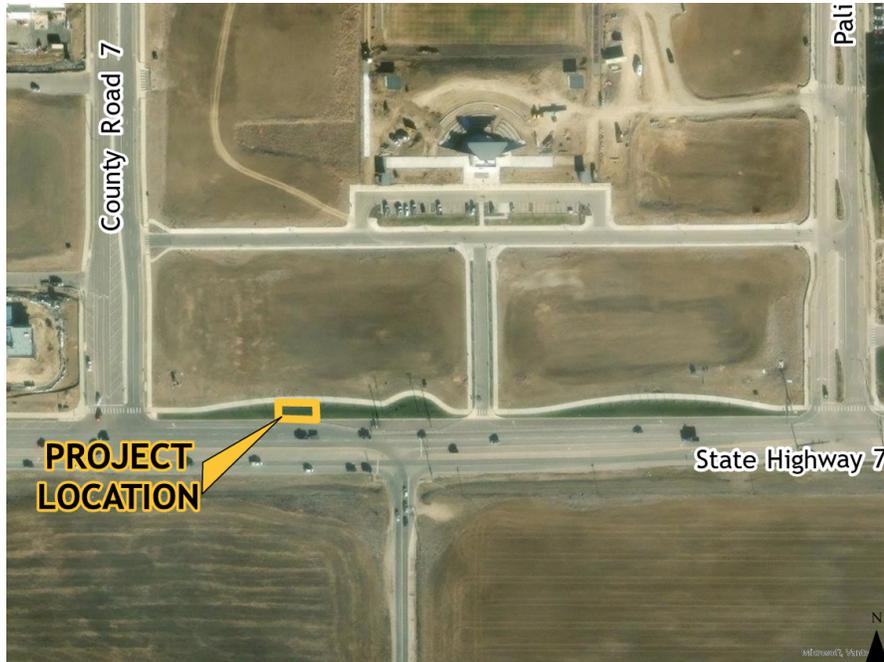
In addition to the items listed under the prior council actions, an administrative modification ([PZ-23-00195](#)) was approved in November of 2023. The modification approved a new location for the freestanding monument sign. The new location was generally outlined to be just north of CO Hwy 7 and between County Road 7 and Palisade Pkwy. The proposed sign amendment locates the sign approximately 300 feet west of the intersection of Galapago Place and CO 7.

Status of the Development

The subject property is currently vacant but has been graded to accommodate regional stormwater improvements for the area. The site is part of a larger commercial development that is being built-out over time. While various sign designs have been approved between 2007 and 2023, the developer has never proceeded with constructing the sign. The current application reflects the developer's most up to date design for the previously approved custom sign.

Area Context

The project site is southwest of the Palisade Park amphitheater development. The Children’s Hospital is located to the east, and the Brownstones residential development to the north of the amphitheater. West of this project site, east of County Road 7, is the site of the QuikTrip gas station development that was approved in December 2024. Further west, across County Road 7, is the Highlands development, which permits mixed-use development similar to Palisade Park. South of the project site, across CO 7, is the Baseline mixed-use development. The following is an aerial map showing the approximate sign location.



Project Location Map

Current Application - Detailed Description and Staff Review

Description

The applicant, Kevamra LLC, is proposing to construct a new freestanding monument digital sign within the Palisade Park subdivision. The proposed modifications to the previously approved custom sign design include a sign design that is larger in sign area, taller, and digital instead of fixed panels. The sign would be located on the southern portion of a vacant parcel identified as 16801 W Galapago Place as generally depicted above.

The proposed digital monument sign includes a 19.5 square foot logo and a 148 square foot digital sign. This is a reduction from the originally proposed 179 square foot sign reviewed and approved by LURC. The applicant revised the application prior to the City Council hearing in response to questions asked by City Council and perceived concerns expressed regarding the sign. The sign is designed as a “V” shape, with digital screens on each outward facing side of the “V” shape. The proposed sign would have a total of 335 square feet of sign area (47 sf more than the prior approved sign), with each face totaling 167.5 square feet. The peak height of the subject sign would be 27 feet tall, which is 2 feet taller than the custom monument sign that was approved in 2013. The setback for the proposed sign has been revised from what

was presented at LURC. In order to maintain the minimum required separation from Broomfield-owned utilities, the sign has been shifted south to be approximately 6.8 feet from the property line that runs along CO 7. An image of the proposed monument sign and an image of the site plan for this project are included below.

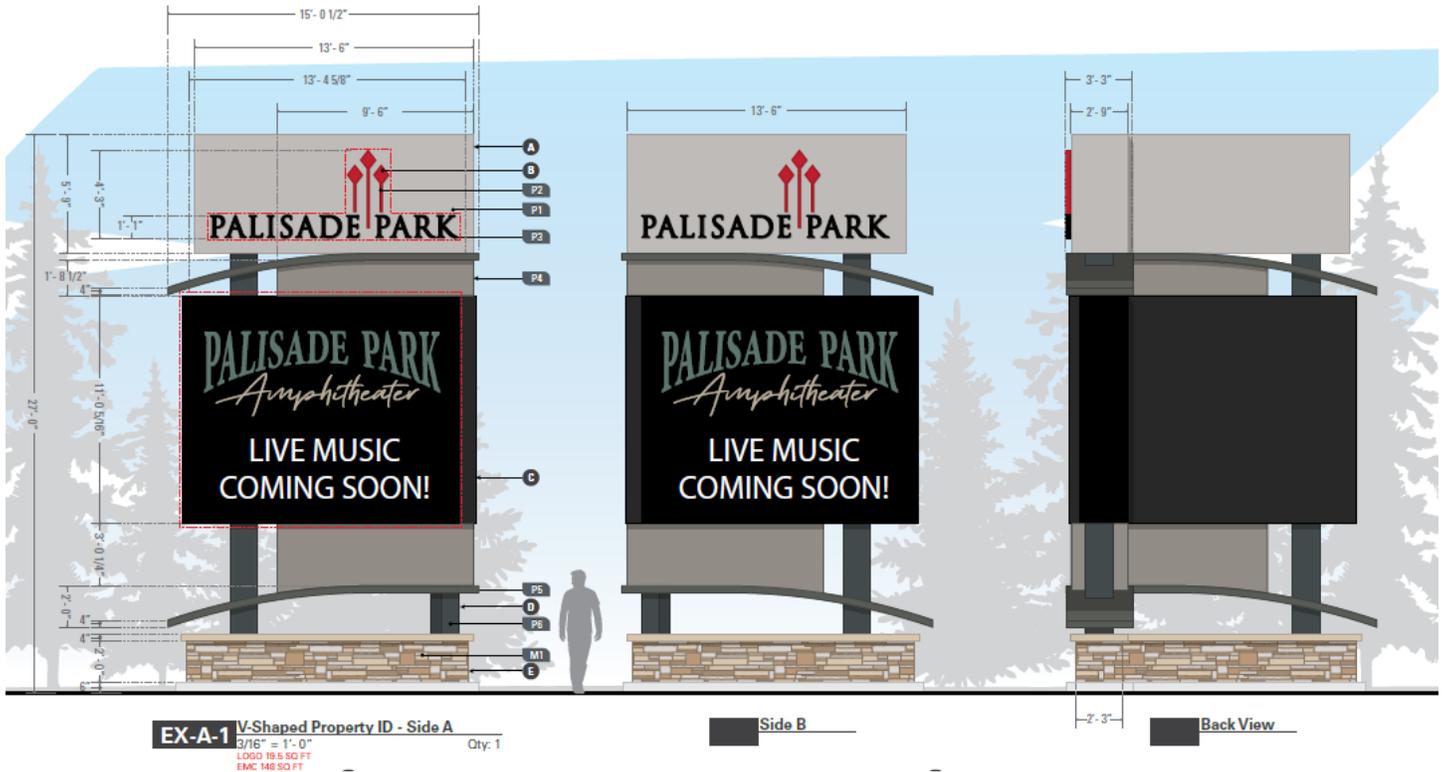


Image of Proposed Freestanding-Monument Digital Sign

The developer will be required to comply with all digital and any other applicable sign regulations established by the BMC. Key digital sign requirements pertaining to the message hold time (minimum of 8 seconds), transition method (static messages only with transitions completed instantaneously), and lighting (limited to 0.3 foot candles over ambient light levels). The applicant is aware and has been told that they are not allowed to display videos on the digital sign.

Site Layout

The proposed monument sign would be located approximately 6.8 feet from the adjacent property line to the south. Furthermore, the sign would maintain approximately 21.3 feet from the back of the curb along CO 7. The 2013 Palisade Park SDP amendment indicated a minimum 10-foot setback from the right-of-way. The proposed sign location complies with the BMC setback requirement of 10 feet from the street and a 15-foot minimum separation requirement from Broomfield-owned utilities.

The plans for the monument sign, including the revised location mentioned above, was sent to the Colorado Department of Transportation (CDOT) for review. Following their review, [CDOT provided an email](#) stating that they have no issue with the proposed signage. The applicant also provided a 2025 driver safety study, conducted by the Texas A&M Transportation Institute (TTI), which provides findings regarding impacts of digital signs on driver safety.

The first image below shows the proposed sign location relative to a sidewalk along CO 7. The second image shows a close up view of the sign location relative to the roadway curb (21.3 feet) and the property/public right-of-way line (6.8 feet).

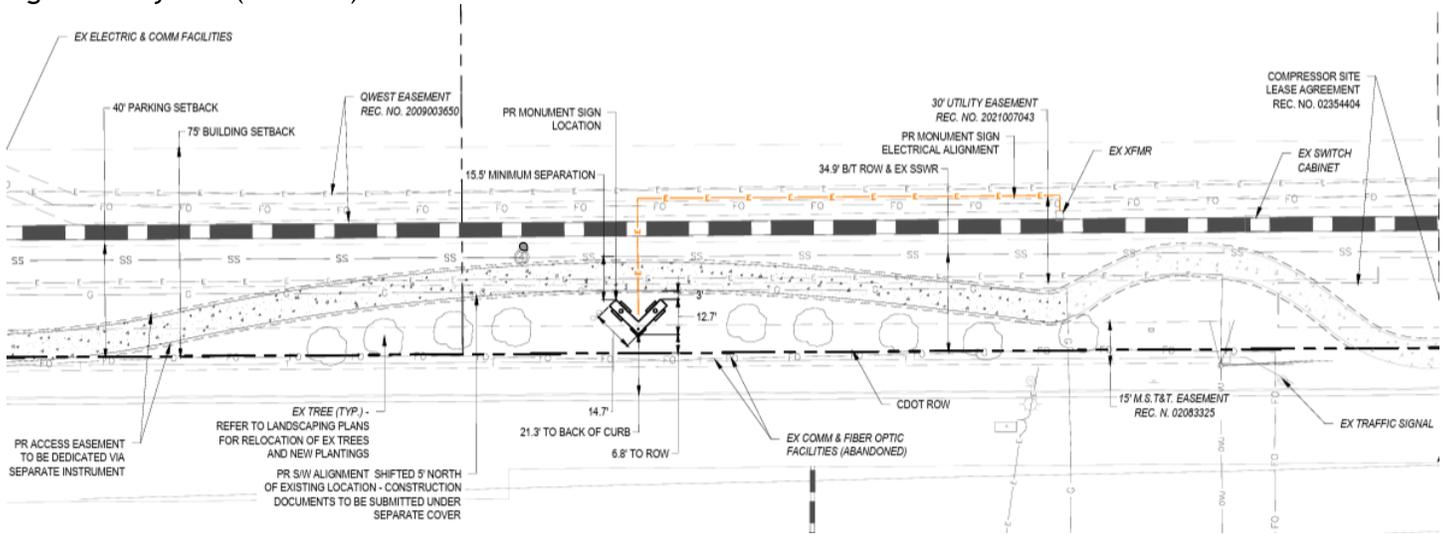


Image of proposed monument sign site plan

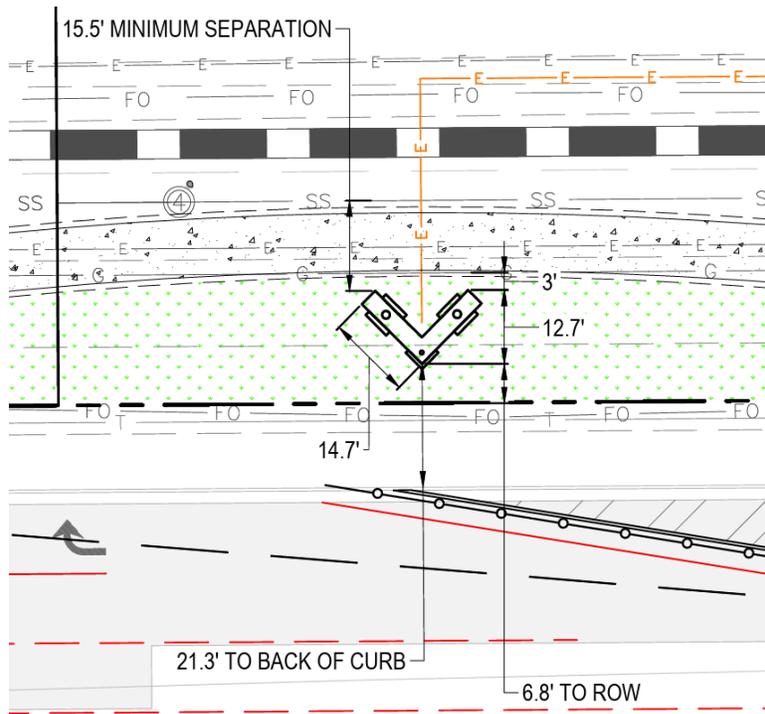


Image of Proposed Monument Sign Location

Landscaping and Amenities

The proposed SDP/URSP Amendment includes relocating several existing trees to accommodate the monument sign. The landscaping plan also includes new shrub plantings around the base of the sign to ensure the proposal is compliant with the [Broomfield Sign Code 17-44-130 \(B\)](#) requirement that freestanding-monument signs be located in a setting of landscaped area having a minimum size of one (1) square foot of landscaping for each square foot of sign area at the base of the freestanding sign. The proposed landscape area surrounding the sign encompasses approximately 866 square feet, which is consistent with code. An image of the proposed landscaping plan is included below.

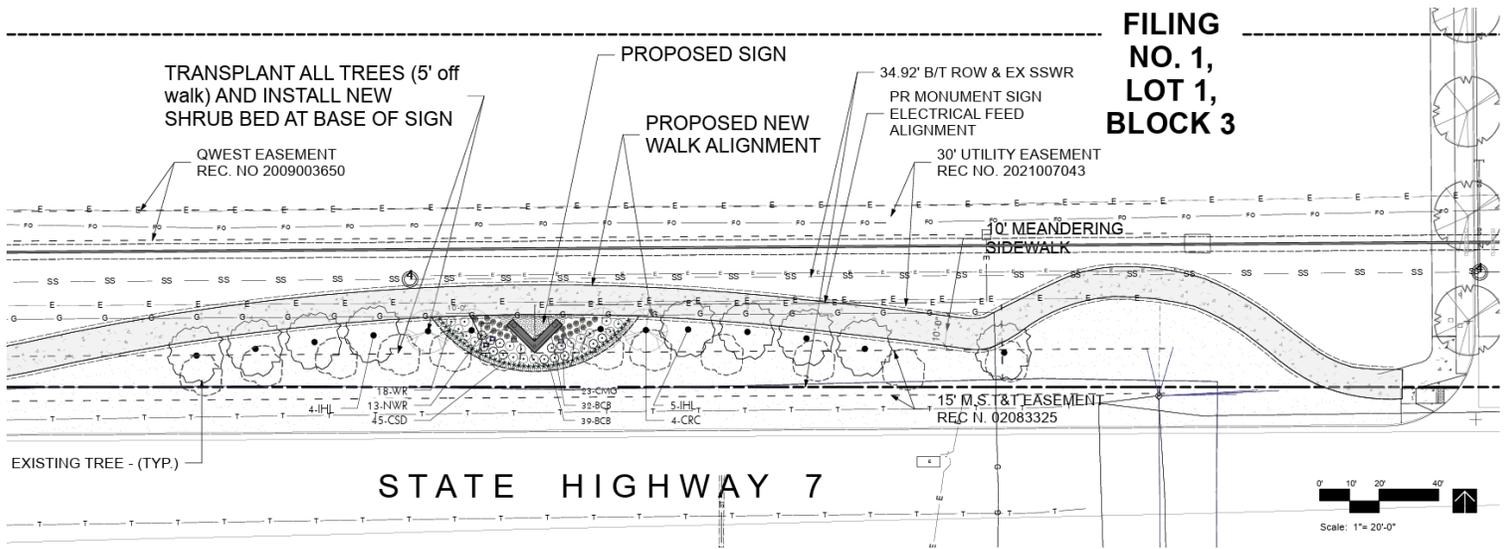
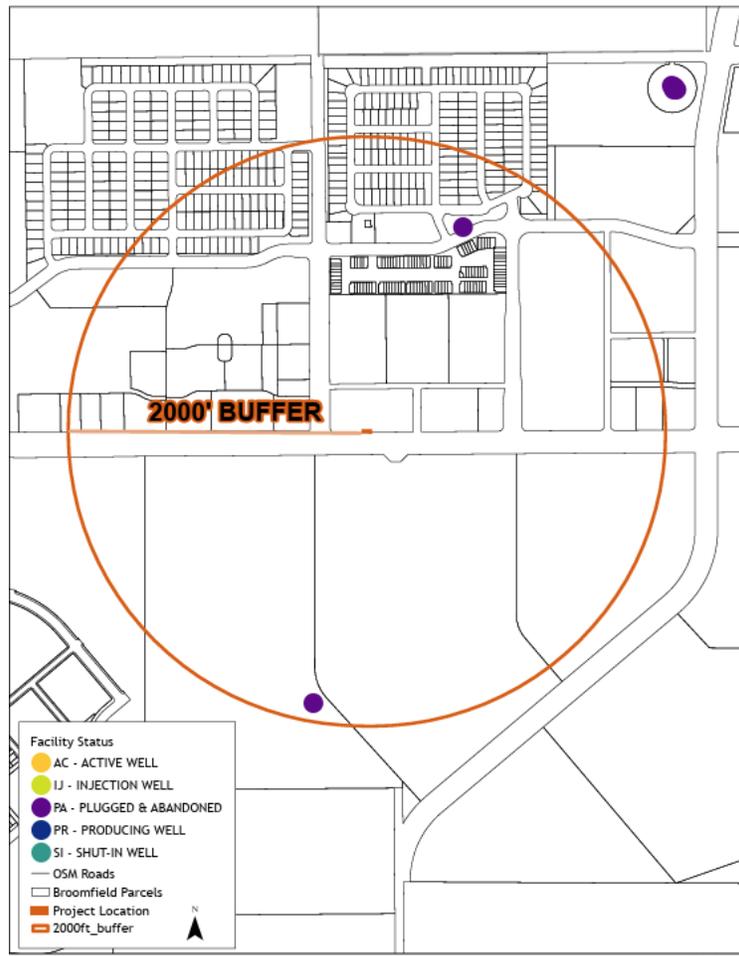


Image of Proposed Landscaping Plan

Oil and Gas Facilities

The subject site does not contain any oil and gas wells. There are two plugged and abandoned well locations within approximately 2,000 feet of the subject property boundary. The map on the following page depicts the location of nearby oil and gas wells.

This section was intentionally left blank.



Map of Project Location Relative to Area's Oil and Gas Wells

Neighborhood Outreach and Communication

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

- Mail notices sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Sign(s) 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.

A neighborhood meeting was held for the development. This meeting was held on January 29, 2026, following the city manager's referral of the application to a public hearing and prior to the initial hearing. There were no members of the public present at the neighborhood meeting, and no comments or concerns were submitted regarding the proposed development.

Prior Actions and Recommendations by Boards and Commissions

Land Use Review Commission

On Monday, February 9, 2026, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted 4-0 to recommend approval of the application with the condition that the approval shall not be final, and no permits based upon the approval shall be issued, for fifteen calendar days after the date of this approval, in order to allow time for the applicant to appeal, or for City Council to call-up the determination for further review, pursuant to Section 17-38-190, B.M.C. Following the LURC hearing, the applicant chose to reduce the size of the monument sign. This revision is incorporated in the plans being considered by the City Council. A new hearing with LURC is not required as the sign is smaller, thus reducing any potential impact of the sign.

Staff Review of Key Issues

Staff has not identified any key issues as part of this development application.

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:

Urban Renewal Site Plans

2-41-060 - Review of urban renewal site plans.

The commission shall hold a public hearing on urban renewal site plans and make recommendations to the Broomfield Urban Renewal Authority as to the conformity of the urban renewal site plans to applicable urban renewal plans and urban renewal design standards. To the extent the Broomfield Urban Renewal Authority has delegated its approval authority to the commission, the commission may, subject to a call-up by the city council consistent with [section 17-38-190](#), B.M.C., approve, approve with conditions, or deny an urban renewal site plan based on the conformity of the urban renewal site plan to applicable urban renewal plans and urban renewal design standards.

Urban Renewal Plan for the North Park West Urban Renewal Project

Plan Review Process

The purposes of the Plan are to eliminate and prevent blight in the Urban Renewal Area and to achieve development of the highest quality in the Urban Renewal Area.

Site Development Plan.

- a. Each plan or proposal shall be accompanied by a site development plan. The site development plan shall be submitted to the Authority in a form required by Sections 17-38-150 and 17-38-160 of the Broomfield Municipal Code as such provisions may be amended from time to time.

Review Standards

The decision of the Authority shall be based on whether a proposed site development plan meets the following standards.

- (1) This proposal should be consistent with the purposes and standards of the Urban Renewal Plan and the I-25 Sub-Area Plan.
- (2) The proposal should identify and specify factors that mitigate any potential negative impacts on nearby properties.
- (3) The proposal should identify and specify factors that maximize potential positive impacts on nearby properties.
- (4) The proposal should include adequate facilities for pedestrians, bicyclists and motorists.
- (5) The proposal should optimize conservation of energy, water, and other resources on a site-specific basis.
- (6) The land uses within the proposal should be compatible with one another.
- (7) The proposal should include any common areas serving the site, and contain adequate provisions for ownership and maintenance of such areas.
- (8) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (9) The proposal is consistent with the I-25 Sub-Area Design Guidelines and Standards.

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 private 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 be in general conformance with the Open Space, Parks, Recreation, and Trails (OSPR) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- (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.

17-38-230 - Modification.

- (A) The City Manager or his or her designee may approve modifications to the site development plan if he or she determines that the modifications are generally consistent with the approved PUD Plan and site development plan. Such modifications are also restricted to the following categories and limits:
- (1) Floor area ratios, number and density of dwelling units, building coverage, and overall exterior dimensions may be decreased by any amount or may be increased by not more than ten percent.
 - (2) Minimum lot sizes and open area may be increased by any amount or decreased by not more than ten percent.
 - (3) Parking and drive coverage may not be changed by more than ten percent.
 - (4) Location, species, and size of new trees and shrubs, and location and type of turf, ground cover, planting areas, retaining and decorative walls, fences and similar structures can be changed, provided the materials remain equivalent and locations remain appropriate.
 - (5) The grading plan may be changed, provided that the city engineer determines there is a sound engineering basis for such a change.
 - (6) Other modifications may be made if, in the opinion of the City Manager or his or her designee, they are minor in scope, will not have a detrimental effect on the neighborhood or the project, and satisfy the review standards of section 17-38-220.
- (B) Except as provided in subsection (A) of this section, any modification to an approved site development plan requires the same review by the planning and zoning commission and the city council as the original site development plan.
- (C) At the discretion of the city manager or his or her designee, a formal or informal hearing may be conducted to assist in making findings relevant to modifications permitted by this section. All costs of notification and hearing shall be borne by the proponent of, or applicant for, the modification.

RESOLUTION NO. 2026-51

A Resolution Approving Palisade Park Filing No. 1
Site Development Plan/Urban Renewal Site Plan Amendment to a Monument Sign

Recitals

Whereas, the applicant, Kevamra LLC, submitted an application for an Administrative Modification for a monument sign located at 16801 W Galapago Pl.

Whereas, the proposed modifications were referred by the City Manager's Office to the Land Use Review Commission to conduct a formal hearing to assist in making the findings relevant to modification permitted by Section 17-38-230 of the Broomfield Municipal Code.

Whereas, a public hearing was heard by the Land Use Review Commission on February 9, 2026 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 March 10, 2026.

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 master plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the City Council makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before the Land Use Review Commission and the 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

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.
- 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 proposed amendments to the previously approved site development plan are justified based on the location of the sign along a major roadway and the proposed uses of the subject property.
- N. 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 Palisade Park Filing No. 1 Site Development Plan/Urban Renewal Site Plan Amendment Text Amendment is hereby approved.

Section 3. Effective Date

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

Approved on March 10, 2026.

The City and County of Broomfield,
Colorado

Mayor

Attest:

City and County Clerk

Approved As To Form:

NCR

City and County Attorney

Palisade Park, Filing No. 1 SDP/URSP Amendment
Text Amendment
(Amending Approved Monument Sign Design)
Palisade Park Filing No. 1 Replat E, Lot 2

Existing Conditions Related to the Subject Parcel

A. *Overall Development.* The following Site Development Plan/Urban Renewal Site Plans and amendments relating to the Palisade Park, Filing No. 1 SDP/URSP have been adopted:

1. The Palisade Park, Filing No. 1 SDP/URSP, recorded October 10, 2007, at Reception No. 2007013124 in the City and County of Broomfield which authorized the development of a wide range of retail, office, research and development, and hospitality uses;
2. As Amended by the SDP/URSP Amendment, Palisade Park, Filing No. 1 SDP/URSP Amendment, recorded November 15, 2013, at Reception No. 2013015974, which amended the overall project signage program as well as other site revisions including streetscape, drainage, trails and other revisions;
3. As Amended by the Administrative Modification, approved November 7, 2023, project No. PZ-25-00195, which modified the general area the monument sign would be located off CO7;

B. *Sign Provisions of the SDP/URSP.*

1. The Palisade Park, Filing No. 1 SDP/URSP approved a multi-tenant freestanding monument sign design in 2007 among other items. The SDP/URSP approved a sign program that was customized for the development and did not align with other Broomfield Municipal Code (BMC) sign code at the time.
2. This SPD/URSP amended in 2013, with Palisade Park, Filing No. 1 SDP/URSP Amendment. The 2013 amendment revised the freestanding sign design and allowed for the subject sign to be 25 feet tall and 288 square feet of sign area with each face totaling 144 square feet.
3. An administrative modification, project number PZ-23-00195, was approved in November of 2023. The modification approved a new location for the freestanding monument sign generally outlined to be just north of CO Hwy 7 and between County Road 7 and Palisade Pkwy.

C. *Current Condition.* The monument sign approved by the Palisade Park, Filing No. 1 SDP/URSP Amendment, and relocated by the administrative modification PZ-23-00195, has not been constructed as of the date of this Text Amendment.

Current Request

The owner is requesting an increase in the previously approved sign height, to 27 feet tall, which is 2 feet taller than the custom monument sign that was approved in 2013. In addition, the applicant is requesting a slight increase in the digital sign area to 148 square feet per sign face, up from the original 144 square feet allowed and include the additional project signage as well, for a total 335 square foot sign.

Palisade Park, Filing No. 1 SDP/URSP Amendment Text Amendment:

Therefore, the Palisade Park, Filing No. 1 SDP/URSP Amendment is hereby amended as follows:

Design Standards (Page 22 of the SDP Amendment)

1. Sign Type A (Project Directional Sign), on Sheet 22 of the Palisade Park, Filing No. 1 SDP/URSP Amendment, is revised to allow for a maximum height of 27 feet, instead of the previously permitted 25 feet.
2. Sign Type A (Project Directional Sign), on Sheet 22 of the Palisade Park, Filing No. 1 SDP/URSP Amendment, is revised to allow for a maximum square footage of signage area to be 335 square feet, instead of the previously permitted 288 square feet.
3. Sign Type A (Project Directional Sign), on Sheet 22 of the Palisade Park, Filing No. 1 SDP/URSP Amendment, is revised to be designed as a freestanding digital monument sign, that which includes a 19.5 square foot logo and a 148 square foot digital sign on each of the two faces of the "V" shaped sign.
4. The proposed monument sign, located within Palisade Park Filing No. 1, Replat E, Lot 2, shall comply with all digital and any other applicable sign regulations established by the BMC.

OWNER AUTHORIZATION:

Kevamra, LLC
a Colorado limited liability company

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____(name), as _____(title), of Kevamra, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

Notary Public

CITY APPROVALS:

LAND USE REVIEW COMMISSION CERTIFICATE:

This Text Amendment, to the Palisade Park, Filing No. 1 SDP/URSP Amendment is recommended for Approval by the City and County of Broomfield Land Use Review Commission this _____ day of _____, 2026.

Chair, Land Use Review Commission

CITY COUNCIL CERTIFICATE

This Text Amendment, to the Palisade Park, Filing No. 1 SDP/URSP Amendment is hereby approved by the City Council of the City and County of Broomfield this _____ day of _____, 2026.

Mayor, City and County of Broomfield

Attest: _____
City and County Clerk's Office



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Lynn Merwin, Deputy Director of Community Development (Planning)

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7C

Subject: BURA Public Hearing - Resolution - Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign

- Resolution No. 2026-52-UR Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

The applicant, Kevamra LLC, is proposing to construct a new freestanding digital monument sign. The proposed modification is for the alteration of the design of a previously approved static monument sign to a digital sign. The sign would be located within Palisade Park Filing No. 1 Replat E, Lot 2, specifically on the southern portion of 16801 W Galapago Place.

Attachments

[Palisade Park Monument Sign - Council Memo.pdf](#)

[Resolution No 2026-52-UR Palisade Park Monument Sign BURA.pdf](#)

[Palisade Park Filing No. 1 SDP/URSP Amendment - Text Amendment.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The applicant, Kevamra LLC, is proposing to construct a new freestanding digital monument sign. The proposed modification is for the alteration of the design of a previously approved multi-panel monument sign to a fully digital sign. The sign would be located within Palisade Park Filing No. 1 Replat E, Lot 2, specifically on the southern portion of 16801 W Galapago Place.

This current application was originally submitted as an administrative modification ([PZ-26-00013](#)). The application for administrative approval was not approved by the City Manager, and was instead referred to the Land Use Review Commission (LURC) to conduct a formal hearing. LURC reviewed the application on February 9, 2026, and approved the application by a unanimous vote (4-0). Following approval by LURC, this application was called-up for further review and consideration by the City Council.

A detailed project description and overview are provided below under the “Current Application - Detailed Description and Staff Review” section of this memo. There are no key issues that have been identified by staff.

Application Materials:

The application material includes an SDP/URSP text amendment and associated attachments showing the proposed sign details which can be reviewed through the following links:

- [Project Description](#)
- [SDP/URSP Text Amendment](#)
- [Site Plan](#)
- [Revised Monument Sign Plan](#)
- [Landscaping Plan](#)
- [Driver Safety Study Key Takeaways](#)
- [Driver Safety Study](#)

Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC), City Council and the Broomfield Urban Renewal Authority (BURA) must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC, Council and BURA as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City’s website.

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...
That Resolution 2026-51 be adopted.

If the Broomfield Urban Renewal Authority wishes to approve the urban renewal site plan, the appropriate motion is...

That Resolution 2026-52-UR be adopted.

Alternatives

Council and BURA 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 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed-Use Commercial”. The proposed sign and associated development are consistent with the Comprehensive Plan's land use designation and the land use assumptions established for the property in the Long-Range Financial Plan.

Economic and Financial Plan Impacts

The proposed amendment to the SDP/URSP for the modification of a prior approved freestanding monument sign is not expected to result in any net fiscal impacts to the City and County of Broomfield, nor the Broomfield Urban Renewal Authority. The developer and/or the local Metropolitan District is expected to fund the design, construction, and ongoing maintenance and operation of the proposed digital sign. Any potential advertising revenue generated will not result in additional tax revenues.

The digital sign may result in additional indirect tax revenues from local businesses through some increase in business and event sales resulting from increased event or broader area patronage. Indirect event business activities, by on-site food trucks or nearby business food or beverage sales, may result in some increases in sales activities. From a broader, and longer term, perspective, increased sales activities resulting from increased consumer awareness and would benefit businesses in the area. A specific indirect sales, or sales tax revenue, is difficult to estimate without a specific number of events, frequency (e.g. seasonality), and patronage information.

North Park West Urban Renewal Plan and I-25 Sub-Area Plan

The North Park PUD Plan is located within the I-25 Sub-Area Plan. Council adopted the I-25 Sub-Area Plan in 1999.

Broomfield’s Sub-Area Plans are designed to help achieve several common goals:

- Create a quality “Gateway Image” that conveys the desired vision for the Broomfield community;
- Establish a balance of complementary land uses;
- Maintain economic stability for the City through value-creation and value-retention; and
- Promote meaningful dialogue among landowners, governmental agencies, and others to facilitate communication, cooperation, and successful development results.

The subject custom sign was previously approved and the proposed modifications are considered consistent with the goals established within the sub-area plan.

Prior Council or Other Entity Actions

Prior Council Action

- On [October 9, 2007](#), City Council and BURA approved Resolution No. 2007-186, related to the Children's Hospital. The Palisade Park, Filing No. 1 SDP/URSP also included a design for a multi-tenant freestanding monument sign.
- On [October 22, 2013](#), City Council and BURA approved Resolution No. 2013-154, related to the Palisade Park, Filing No. 1 SDP/URSP Amendment, which included a revised freestanding monument sign design. The custom sign type and design allowed for the subject sign to be 25' tall and 288 square feet in sign area (both sides).

Zoning, Previously Approved Plans and Status of the Development

Zoning

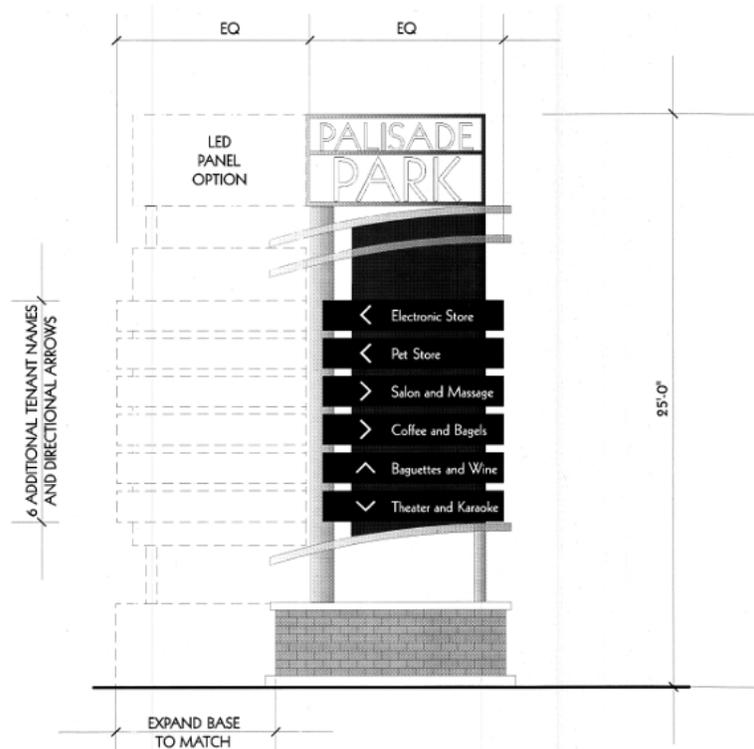
The zoning for this parcel is Planned Unit Development (PUD), and the property is located within the Palisade Park PUD area. The PUD plan allows for mixed-use commercial on the subject property. Signage is a typical accessory use within development, and the proposed sign is consistent with the underlying zoning.

The Palisade Park, Filing No. 1 SDP/URSP Amendment, approved in 2013, included deviations from the BMC to allow for the proposed monument sign to exceed the maximum permitted sign height, and to allow the subject sign to encroach into the required setback from the property line so long as it remained outside of the sight distance area. The sign was approved to be located 10 ft from the public right-of-way.

Previously Approved Plans

As a brief overview and history of the subject property and signage, the property is zoned PUD, and is governed by the Palisade Park PUD. The Palisade Park, Filing No. 1 SDP/URSP approved a multi-tenant freestanding monument sign design in 2007. The SDP/URSP approved a sign that was customized for the development and did not align with other BMC sign code types. This document was later amended in 2013, Palisade Park, Filing No. 1 SDP/URSP Amendment. The 2013 amendment revised the freestanding sign design and allowed for the subject sign to be 25 feet tall.

The 2013 revised SDP/URSP notes that the "Top panel may be internally lit or LED message board". Furthermore, the size of the "LED Panel Option", when scaled off the SDP drawing, is approximately 15.5' x 4' for a total of approximately 62 square feet per side. See below for an image of the SDP drawing of the approved sign.



* SIGN PANELS MAY BE COMBINED TO ACCOMMODATE LARGE, ANCHOR TENANTS

A1

PROJECT DIRECTIONAL SIGN (DOUBLE SIDED)

A2

(EXPANDED OPTION) (DOUBLE SIDED)

SCALE: 1/4"=1'-0"

Image of Monument Sign Approved in 2013

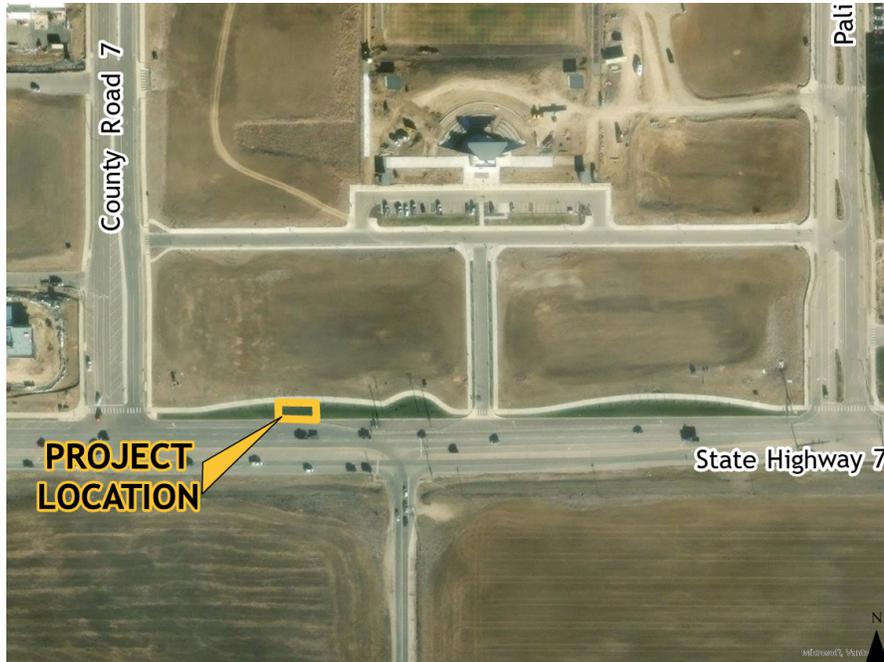
In addition to the items listed under the prior council actions, an administrative modification ([PZ-23-00195](#)) was approved in November of 2023. The modification approved a new location for the freestanding monument sign. The new location was generally outlined to be just north of CO Hwy 7 and between County Road 7 and Palisade Pkwy. The proposed sign amendment locates the sign approximately 300 feet west of the intersection of Galapago Place and CO 7.

Status of the Development

The subject property is currently vacant but has been graded to accommodate regional stormwater improvements for the area. The site is part of a larger commercial development that is being built-out over time. While various sign designs have been approved between 2007 and 2023, the developer has never proceeded with constructing the sign. The current application reflects the developer's most up to date design for the previously approved custom sign.

Area Context

The project site is southwest of the Palisade Park amphitheater development. The Children’s Hospital is located to the east, and the Brownstones residential development to the north of the amphitheater. West of this project site, east of County Road 7, is the site of the QuikTrip gas station development that was approved in December 2024. Further west, across County Road 7, is the Highlands development, which permits mixed-use development similar to Palisade Park. South of the project site, across CO 7, is the Baseline mixed-use development. The following is an aerial map showing the approximate sign location.



Project Location Map

Current Application - Detailed Description and Staff Review

Description

The applicant, Kevamra LLC, is proposing to construct a new freestanding monument digital sign within the Palisade Park subdivision. The proposed modifications to the previously approved custom sign design include a sign design that is larger in sign area, taller, and digital instead of fixed panels. The sign would be located on the southern portion of a vacant parcel identified as 16801 W Galapago Place as generally depicted above.

The proposed digital monument sign includes a 19.5 square foot logo and a 148 square foot digital sign. This is a reduction from the originally proposed 179 square foot sign reviewed and approved by LURC. The applicant revised the application prior to the City Council hearing in response to questions asked by City Council and perceived concerns expressed regarding the sign. The sign is designed as a “V” shape, with digital screens on each outward facing side of the “V” shape. The proposed sign would have a total of 335 square feet of sign area (47 sf more than the prior approved sign), with each face totaling 167.5 square feet. The peak height of the subject sign would be 27 feet tall, which is 2 feet taller than the custom monument sign that was approved in 2013. The setback for the proposed sign has been revised from what

was presented at LURC. In order to maintain the minimum required separation from Broomfield-owned utilities, the sign has been shifted south to be approximately 6.8 feet from the property line that runs along CO 7. An image of the proposed monument sign and an image of the site plan for this project are included below.



Image of Proposed Freestanding-Monument Digital Sign

The developer will be required to comply with all digital and any other applicable sign regulations established by the BMC. Key digital sign requirements pertaining to the message hold time (minimum of 8 seconds), transition method (static messages only with transitions completed instantaneously), and lighting (limited to 0.3 foot candles over ambient light levels). The applicant is aware and has been told that they are not allowed to display videos on the digital sign.

Site Layout

The proposed monument sign would be located approximately 6.8 feet from the adjacent property line to the south. Furthermore, the sign would maintain approximately 21.3 feet from the back of the curb along CO 7. The 2013 Palisade Park SDP amendment indicated a minimum 10-foot setback from the right-of-way. The proposed sign location complies with the BMC setback requirement of 10 feet from the street and a 15-foot minimum separation requirement from Broomfield-owned utilities.

The plans for the monument sign, including the revised location mentioned above, was sent to the Colorado Department of Transportation (CDOT) for review. Following their review, [CDOT provided an email](#) stating that they have no issue with the proposed signage. The applicant also provided a 2025 driver safety study, conducted by the Texas A&M Transportation Institute (TTI), which provides findings regarding impacts of digital signs on driver safety.

The first image below shows the proposed sign location relative to a sidewalk along CO 7. The second image shows a close up view of the sign location relative to the roadway curb (21.3 feet) and the property/public right-of-way line (6.8 feet).

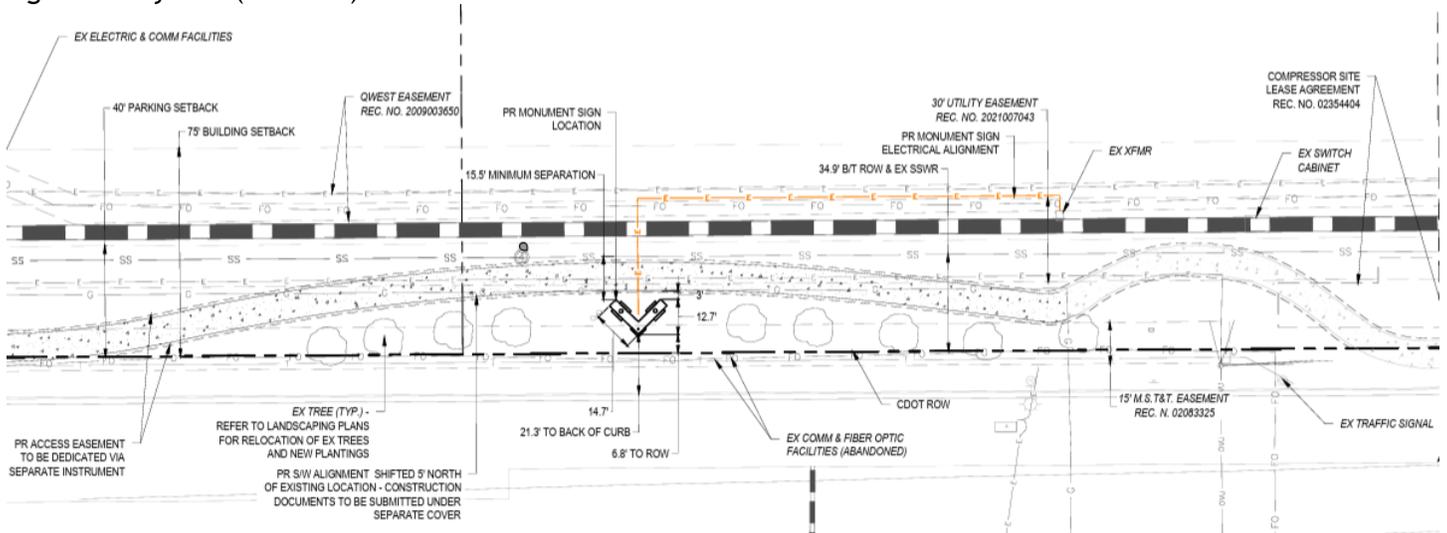


Image of proposed monument sign site plan

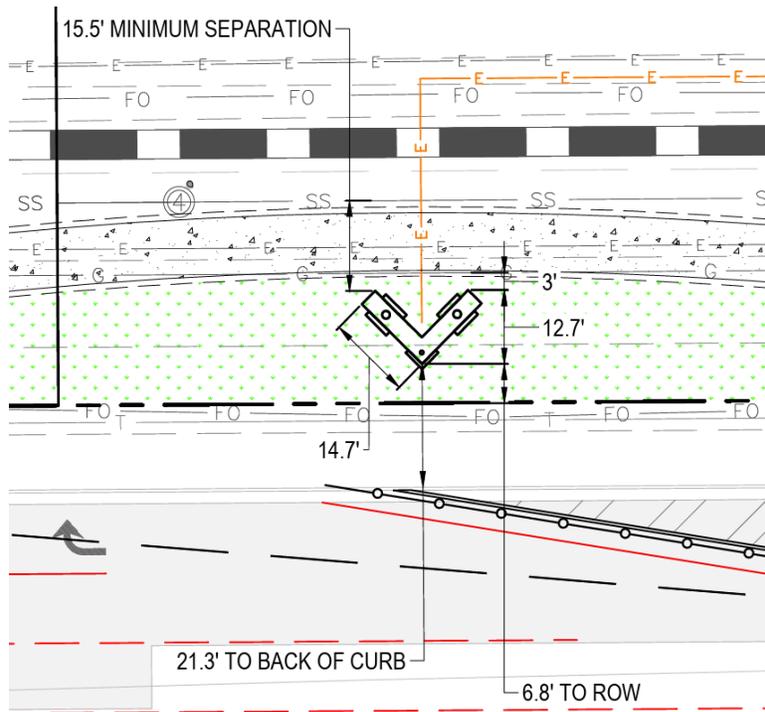


Image of Proposed Monument Sign Location

Landscaping and Amenities

The proposed SDP/URSP Amendment includes relocating several existing trees to accommodate the monument sign. The landscaping plan also includes new shrub plantings around the base of the sign to ensure the proposal is compliant with the [Broomfield Sign Code 17-44-130 \(B\)](#) requirement that freestanding-monument signs be located in a setting of landscaped area having a minimum size of one (1) square foot of landscaping for each square foot of sign area at the base of the freestanding sign. The proposed landscape area surrounding the sign encompasses approximately 866 square feet, which is consistent with code. An image of the proposed landscaping plan is included below.

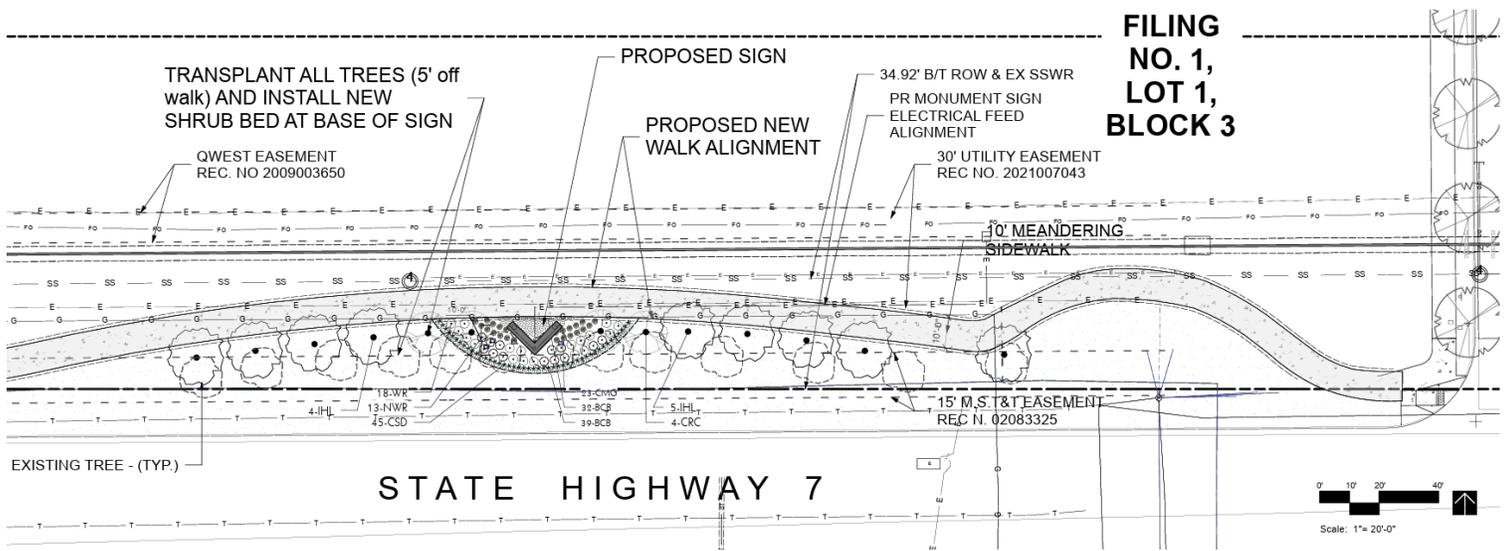
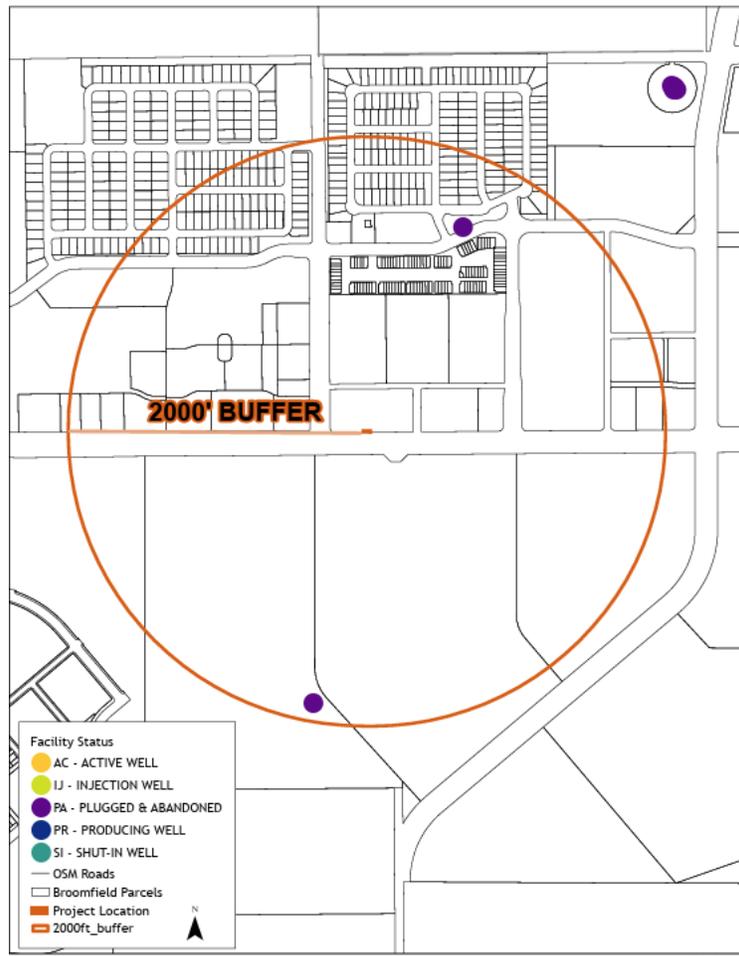


Image of Proposed Landscaping Plan

Oil and Gas Facilities

The subject site does not contain any oil and gas wells. There are two plugged and abandoned well locations within approximately 2,000 feet of the subject property boundary. The map on the following page depicts the location of nearby oil and gas wells.

This section was intentionally left blank.



Map of Project Location Relative to Area's Oil and Gas Wells

Neighborhood Outreach and Communication

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

- Mail notices sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Sign(s) 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.

A neighborhood meeting was held for the development. This meeting was held on January 29, 2026, following the city manager's referral of the application to a public hearing and prior to the initial hearing. There were no members of the public present at the neighborhood meeting, and no comments or concerns were submitted regarding the proposed development.

Prior Actions and Recommendations by Boards and Commissions

Land Use Review Commission

On Monday, February 9, 2026, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted 4-0 to recommend approval of the application with the condition that the approval shall not be final, and no permits based upon the approval shall be issued, for fifteen calendar days after the date of this approval, in order to allow time for the applicant to appeal, or for City Council to call-up the determination for further review, pursuant to Section 17-38-190, B.M.C. Following the LURC hearing, the applicant chose to reduce the size of the monument sign. This revision is incorporated in the plans being considered by the City Council. A new hearing with LURC is not required as the sign is smaller, thus reducing any potential impact of the sign.

Staff Review of Key Issues

Staff has not identified any key issues as part of this development application.

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:

Urban Renewal Site Plans

2-41-060 - Review of urban renewal site plans.

The commission shall hold a public hearing on urban renewal site plans and make recommendations to the Broomfield Urban Renewal Authority as to the conformity of the urban renewal site plans to applicable urban renewal plans and urban renewal design standards. To the extent the Broomfield Urban Renewal Authority has delegated its approval authority to the commission, the commission may, subject to a call-up by the city council consistent with [section 17-38-190](#), B.M.C., approve, approve with conditions, or deny an urban renewal site plan based on the conformity of the urban renewal site plan to applicable urban renewal plans and urban renewal design standards.

Urban Renewal Plan for the North Park West Urban Renewal Project

Plan Review Process

The purposes of the Plan are to eliminate and prevent blight in the Urban Renewal Area and to achieve development of the highest quality in the Urban Renewal Area.

Site Development Plan.

- a. Each plan or proposal shall be accompanied by a site development plan. The site development plan shall be submitted to the Authority in a form required by Sections 17-38-150 and 17-38-160 of the Broomfield Municipal Code as such provisions may be amended from time to time.

Review Standards

The decision of the Authority shall be based on whether a proposed site development plan meets the following standards.

- (1) This proposal should be consistent with the purposes and standards of the Urban Renewal Plan and the I-25 Sub-Area Plan.
- (2) The proposal should identify and specify factors that mitigate any potential negative impacts on nearby properties.
- (3) The proposal should identify and specify factors that maximize potential positive impacts on nearby properties.
- (4) The proposal should include adequate facilities for pedestrians, bicyclists and motorists.
- (5) The proposal should optimize conservation of energy, water, and other resources on a site-specific basis.
- (6) The land uses within the proposal should be compatible with one another.
- (7) The proposal should include any common areas serving the site, and contain adequate provisions for ownership and maintenance of such areas.
- (8) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (9) The proposal is consistent with the I-25 Sub-Area Design Guidelines and Standards.

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 private 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 be in general conformance with the Open Space, Parks, Recreation, and Trails (OSPR) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- (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.

17-38-230 - Modification.

- (A) The City Manager or his or her designee may approve modifications to the site development plan if he or she determines that the modifications are generally consistent with the approved PUD Plan and site development plan. Such modifications are also restricted to the following categories and limits:
- (1) Floor area ratios, number and density of dwelling units, building coverage, and overall exterior dimensions may be decreased by any amount or may be increased by not more than ten percent.
 - (2) Minimum lot sizes and open area may be increased by any amount or decreased by not more than ten percent.
 - (3) Parking and drive coverage may not be changed by more than ten percent.
 - (4) Location, species, and size of new trees and shrubs, and location and type of turf, ground cover, planting areas, retaining and decorative walls, fences and similar structures can be changed, provided the materials remain equivalent and locations remain appropriate.
 - (5) The grading plan may be changed, provided that the city engineer determines there is a sound engineering basis for such a change.
 - (6) Other modifications may be made if, in the opinion of the City Manager or his or her designee, they are minor in scope, will not have a detrimental effect on the neighborhood or the project, and satisfy the review standards of section 17-38-220.
- (B) Except as provided in subsection (A) of this section, any modification to an approved site development plan requires the same review by the planning and zoning commission and the city council as the original site development plan.
- (C) At the discretion of the city manager or his or her designee, a formal or informal hearing may be conducted to assist in making findings relevant to modifications permitted by this section. All costs of notification and hearing shall be borne by the proponent of, or applicant for, the modification.

RESOLUTION NO. 2026-52-UR

A Resolution approving the Palisade Park Filing No. 1
Urban Renewal Site Plan Amendment to a Monument Sign

Recitals

Whereas, the applicant, Kevamra, LLC, submitted an application for an Administrative Modification for a monument sign located at 16801 W Galapago Pl.

Whereas, the proposed modifications were referred by the City Manager's Office to the Land Use Review Commission to conduct a formal hearing to assist in making the findings relevant to modification permitted by Section 17-38-230 of the Broomfield Municipal Code.

Whereas, a public hearing was heard by the Land Use Review Commission on February 9, 2026 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 Broomfield Urban Renewal Authority on March 10, 2026.

Now, therefore, be it resolved by the Broomfield Urban Renewal Authority:

Section 1. Findings

Giving consideration to the study of the adopted urban renewal plan and the Broomfield Municipal Code, recommendations of the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments of all interested parties, the Authority makes the following findings:

- A. The proper posting, publication and public notice were provided as required by law for the hearings before the Broomfield Urban Renewal Authority, and the case file is hereby incorporated into the record.
- B. That the hearing before the Broomfield Urban Renewal Authority was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
- C. The proposal is consistent with the purposes and standards of the North Park West Urban Renewal Plan and the I-25 Sub-Area Plan.
- 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 optimizes conservation of energy, water, and other resources on a site-specific scale.
- H. The land uses within the proposal are compatible with one another.
- I. The proposal includes any common areas serving the site, and contains adequate provisions for the ownership and maintenance of such areas.
- J. The proposal includes adequate public improvements (both on and off site) which will be provided in a timely manner.
- K. The proposal is generally consistent with the intent of the I-25 Sub-Area Design Guidelines and Standards which have not been updated since 1999 and do not reflect advances in sign technology.

Section 2. Action

On the basis of the above findings, the Broomfield Urban Renewal Authority hereby approves the Palisade Park Filing No. 1 Site Development Plan/Urban Renewal Site Plan Amendment Text Amendment.

Section 3. Effective Date

This resolution is effective on the date of approval by the Broomfield Urban Renewal Authority.

Approved on March 10, 2026.

Broomfield Urban Renewal Authority

Chairman

Attest:

Secretary

Approved As To Form:

NCR

City and County Attorney

Palisade Park, Filing No. 1 SDP/URSP Amendment
Text Amendment
(Amending Approved Monument Sign Design)
Palisade Park Filing No. 1 Replat E, Lot 2

Existing Conditions Related to the Subject Parcel

A. *Overall Development.* The following Site Development Plan/Urban Renewal Site Plans and amendments relating to the Palisade Park, Filing No. 1 SDP/URSP have been adopted:

1. The Palisade Park, Filing No. 1 SDP/URSP, recorded October 10, 2007, at Reception No. 2007013124 in the City and County of Broomfield which authorized the development of a wide range of retail, office, research and development, and hospitality uses;
2. As Amended by the SDP/URSP Amendment, Palisade Park, Filing No. 1 SDP/URSP Amendment, recorded November 15, 2013, at Reception No. 2013015974, which amended the overall project signage program as well as other site revisions including streetscape, drainage, trails and other revisions;
3. As Amended by the Administrative Modification, approved November 7, 2023, project No. PZ-25-00195, which modified the general area the monument sign would be located off CO7;

B. *Sign Provisions of the SDP/URSP.*

1. The Palisade Park, Filing No. 1 SDP/URSP approved a multi-tenant freestanding monument sign design in 2007 among other items. The SDP/URSP approved a sign program that was customized for the development and did not align with other Broomfield Municipal Code (BMC) sign code at the time.
2. This SPD/URSP amended in 2013, with Palisade Park, Filing No. 1 SDP/URSP Amendment. The 2013 amendment revised the freestanding sign design and allowed for the subject sign to be 25 feet tall and 288 square feet of sign area with each face totaling 144 square feet.
3. An administrative modification, project number PZ-23-00195, was approved in November of 2023. The modification approved a new location for the freestanding monument sign generally outlined to be just north of CO Hwy 7 and between County Road 7 and Palisade Pkwy.

C. *Current Condition.* The monument sign approved by the Palisade Park, Filing No. 1 SDP/URSP Amendment, and relocated by the administrative modification PZ-23-00195, has not been constructed as of the date of this Text Amendment.

Current Request

The owner is requesting an increase in the previously approved sign height, to 27 feet tall, which is 2 feet taller than the custom monument sign that was approved in 2013. In addition, the applicant is requesting a slight increase in the digital sign area to 148 square feet per sign face, up from the original 144 square feet allowed and include the additional project signage as well, for a total 335 square foot sign.

Palisade Park, Filing No. 1 SDP/URSP Amendment Text Amendment:

Therefore, the Palisade Park, Filing No. 1 SDP/URSP Amendment is hereby amended as follows:

Design Standards (Page 22 of the SDP Amendment)

1. Sign Type A (Project Directional Sign), on Sheet 22 of the Palisade Park, Filing No. 1 SDP/URSP Amendment, is revised to allow for a maximum height of 27 feet, instead of the previously permitted 25 feet.
2. Sign Type A (Project Directional Sign), on Sheet 22 of the Palisade Park, Filing No. 1 SDP/URSP Amendment, is revised to allow for a maximum square footage of signage area to be 335 square feet, instead of the previously permitted 288 square feet.
3. Sign Type A (Project Directional Sign), on Sheet 22 of the Palisade Park, Filing No. 1 SDP/URSP Amendment, is revised to be designed as a freestanding digital monument sign, that which includes a 19.5 square foot logo and a 148 square foot digital sign on each of the two faces of the "V" shaped sign.
4. The proposed monument sign, located within Palisade Park Filing No. 1, Replat E, Lot 2, shall comply with all digital and any other applicable sign regulations established by the BMC.

OWNER AUTHORIZATION:

Kevamra, LLC
a Colorado limited liability company

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____(name), as _____(title), of Kevamra, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

Notary Public

CITY APPROVALS:

LAND USE REVIEW COMMISSION CERTIFICATE:

This Text Amendment, to the Palisade Park, Filing No. 1 SDP/URSP Amendment is recommended for Approval by the City and County of Broomfield Land Use Review Commission this _____ day of _____, 2026.

Chair, Land Use Review Commission

CITY COUNCIL CERTIFICATE

This Text Amendment, to the Palisade Park, Filing No. 1 SDP/URSP Amendment is hereby approved by the City Council of the City and County of Broomfield this _____ day of _____, 2026.

Mayor, City and County of Broomfield

Attest: _____
City and County Clerk's Office



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Graham Clark, Director of Finance

Meeting Date: Tuesday, March 10, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7D
Subject: Resolution - First Amendment to the 2026 CCOB Budget

- Resolution 2026-33 First Amendment to the 2026 CCOB Budget

Goals: Financial Sustainability and Resilience

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

The purpose of this memo is to provide the City Council and Broomfield Urban Renewal Authority (BURA) Board with relevant financial information regarding a proposed amendment to the 2026 City and County of Broomfield budget and the 2026 BURA budget, both adopted on October 28, 2025.

Attachments

[Memo for 03.10.2026_1st Amd to 2026 Budget \(CCOB and BURA\).pdf](#)

[Resolution 2026-33 1st Amd to 2026 Budget \(CCOB\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to provide the City Council and Broomfield Urban Renewal Authority (BURA) Board with relevant financial information regarding a proposed amendment to the 2026 City and County of Broomfield budget and the 2026 BURA budget, both adopted on October 28, 2025.

The 2026 beginning fund balances included in these proposed amendments are preliminary estimates based on 2025 unaudited actual expenditures. Final audited beginning balances for both entities will be incorporated through a subsequent budget amendment later this year. Projects scheduled for this year will automatically roll forward, as they and their associated funding were previously approved by Council and are simply being continued from 2025 into 2026.

Resolution Nos. 2026-33 and 2026-34-UR would amend the adopted 2026 City and County and BURA budgets to reflect the proposed project rollovers of unspent allocations for capital projects and grants that began prior to 2026 and are expected to continue into 2026. The proposed resolutions would also amend the 2026 budgets with additional operational and capital expenses identified since the budget adoption. Those expenditures are in the tables below.

The proposed budget amendments are consistent with Colorado's local government budget laws and with generally accepted principles of governmental accounting.

City and County of Broomfield Budget Amendment #1 Summary

The [First Amendment Summary](#) includes the proposed budget amendments by fund. The summary reflects the amended revenue, expenditures, and the 2026 unaudited beginning balance and projected ending fund balances for each of the amended funds.

General Governmental Operational Funds

Amendment #1 of the 2026 budget includes rollovers of grants that were budgeted in 2025 but are continuing into 2026. The timing of grant awards reflects state or federal fiscal years, instead of Broomfield's calendar fiscal year. In all cases, grant funds rolled over will only be used for the purposes for which they were originally authorized by the grantor and approved by City Council.

Amendment #1 includes estimates that reflect a positive trend in sales tax revenues, which will offset the reduced projection of fiber revenues. During the 2026 budget development process, staff projected significant revenue from leases of Broomfield's fiber backbone infrastructure, based on initial discussions with multiple fiber companies in 2025. Since that time, each of these companies has indicated a more conservative approach to fiber buildout, with plans for phased implementation extending over the next several years rather than immediate full deployment. Given this shift in the anticipated timeline, staff believes it is prudent to proactively revise the projected fiber lease revenue for 2026. Staff is continuing to pursue fiber lease partnerships with these companies.

With CCOB's focus on public safety, a standard increase in Police Merit is included in Amendment #1.

Amendment #1 of 2026 includes revenue increases of \$2,704,393 and expenditure increases of \$5,003,672 across all General Governmental Funds. The attached [table](#) provides details of all changes to the 2026

General Governmental Funds in Amendment #1. The projected 2026 ending fund balance across all General Governmental Operating Funds after this amendment is \$13,879,840. This amount does not include Broomfield's 20% operating reserve that is set aside in the event of a catastrophic emergency to ensure critical community functions continue.

General Governmental Capital Funds

Amendment #1 includes capital project expenditure changes totaling \$55,195,336. The amendment also includes a total of \$15,368,105 in revenue changes. The majority of these changes are related to capital project grant awards rolling over. The attached [table](#) provides details of all changes to the 2026 General Governmental Capital Funds in Amendment #1.

The projected 2026 ending fund balance across all General Governmental Capital Funds after this amendment is \$52,556,036.

Enterprise Funds

Amendment #1 of the 2026 Enterprise Funds budget is primarily related to rollovers of CIP projects that were budgeted in 2025 but are continuing into 2026. Amendment #1 also includes the bond payments related to the North Area Water Tank System Improvements and Wastewater Treatment Reclamation Facility Expansion projects.

Amendment #1 includes Enterprise Funds capital project expenditure rollovers and changes totaling \$64,802,927. The attached [table](#) provides details of all changes to the 2026 Enterprise funds in Amendment #1.

The projected 2026 ending fund balance across all Enterprise Funds after this amendment is \$91,737,375.

Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to finance various improvement projects within the Authority's boundaries. The primary funding sources for BURA are incremental tax revenues including sales, use, and property.

The proposed Resolution No. 2026-34-UR, is the first amendment to the budget since its adoption on October 28, 2025. This first amendment to the 2026 BURA budget includes rollovers of capital projects that were budgeted in 2025 and are continuing into 2026. Expenditure changes total \$1,183,014.

The following tables summarize the 2026 revised budget for BURA.

- [BURA Summary](#)
- [BURA Changes](#)

Financial Considerations

Financial Details are included in the linked Budget tables within the memo.

Prior Council or Other Entity Actions

October 28, 2025: [Resolution No. 2025-142](#) Approving the 2026 City and County of Broomfield Budget

October 28, 2025: [Resolution No. 2025-144-UR](#) Approving the 2026 Broomfield Urban Renewal Area Budget

October 28, 2025: [Resolution No. 2025-145-AID](#) Approving the 2026 Arista Local Improvement District Budget

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council desires to approve the proposed budget amendment for the City and County of Broomfield, the appropriate motion is...

That Resolution 2025-33 be adopted.

If the BURA Board desires to approve the proposed budget amendment for the Broomfield Urban Renewal Authority, the appropriate motion is...

That Resolution 2025-34-UR be adopted.

Alternatives

Decline to appropriate rollover funds and budget adjustments described in the linked tables. Failure to amend the 2026 budget to reflect carryovers from the 2025 capital projects and grants could result in the ceasing of associated projects or programs.

RESOLUTION NO. 2026-33

A resolution authorizing and approving the first amendment to the City and County of Broomfield Budget for the year 2026

Recitals.

Whereas, the City Council, by Resolution No. 2025-142, dated October 28, 2025, adopted the budget for the City and County of Broomfield for the calendar year 2026; and

Whereas, the City Council desires to amend said budget a first 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 2026 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 \$5,010,426 from \$159,158,030 to \$164,168,456.

The amount budgeted for total City and County Fund Revenues is hereby increased by \$2,167,217 from \$148,082,356 to \$150,249,573.

With this amendment, the projected ending fund balance for the City and County General Funds will be \$7,827,087.

B. Recreation Fund

The amount budgeted for total Recreation Fund Expenditures is hereby unchanged and remains at \$12,014,827.

The amount budgeted for total Recreation Fund Revenues is hereby increased by \$8,301 from \$12,014,827 to \$12,023,128.

With this amendment, the projected ending fund balance for the Recreation Fund will be \$584,767.

C. Library Fund

The amount budgeted for total Library Fund Expenditures is hereby increased by \$77,818 from \$4,745,938 to \$4,823,756.

The amount budgeted for total Library Fund Revenues is hereby increased by \$90,819 from \$4,079,888 to \$4,170,707.

With this amendment, the projected ending fund balance for the Library Fund will be \$701,773.

D. Facility Maintenance Fund

The amount budgeted for total Facility Maintenance Fund Expenditures is hereby decreased by \$281,836 from \$9,080,551 to \$8,798,715.

The amount budgeted for total Facility Maintenance Fund Revenues is hereby unchanged and remains at \$9,080,551.

With this amendment, the projected ending fund balance for the Facility Maintenance Fund will be \$1,215,058.

E. Human Services Fund

The amount budgeted for total Human Services Fund Expenditures is hereby increased by \$197,264 from \$25,823,384 to \$26,020,648.

The amount budgeted for total Human Services Fund Revenues is hereby increased by \$438,056 from \$22,557,470 to \$22,995,526.

With this amendment, the projected ending fund balance for the Human Services Fund will be \$3,376,899.

F. Capital Improvement Fund

The amount budgeted for total Capital Improvement Fund Expenditures is hereby increased by \$45,969,129 from \$156,306,473 to \$202,275,602.

The amount budgeted for total Capital Improvement Fund Revenues is hereby increased by \$12,378,641 from \$151,663,726 to \$164,042,367.

With this amendment, the projected ending fund balance for the Capital Improvement Fund will be \$6,151,454.

G. Conservation Trust Fund

The amount budgeted for total Conservation Trust Fund Expenditures is hereby increased by \$2,851,855 from \$495,000 to \$3,346,855.

The amount budgeted for total Conservation Trust Fund Revenues is hereby unchanged and remains at \$1,315,000.

With this amendment, the projected ending fund balance for the Conservation Trust Fund will be \$922,093.

H. Open Space & Parks Fund

The amount budgeted for total Open Space & Parks Fund Expenditures is hereby increased by \$6,950,743 from \$7,971,382 to \$14,922,125.

The amount budgeted for total Open Space & Parks Fund Revenues is hereby increased by \$3,620,652 from \$7,370,325 to \$10,990,977.

With this amendment, the projected ending fund balance for the Open Space & Parks Fund will be \$22,716,230.

I. Developer Agreement Fund

The amount budgeted for total Developer Agreement Fund Expenditures is hereby decreased by \$573,391 from \$19,988,652 to \$19,412,261.

The amount budgeted for total Developer Agreement Fund Revenues is hereby decreased by \$631,188 from \$20,462,852 to \$19,831,664.

With this amendment, the projected ending fund balance for the Developer Agreement Fund will be \$8,209,585.

J. Water Fund

The amount budgeted for total Water Fund Expenditures is hereby increased by \$25,642,415 from \$121,646,196 to \$147,288,611.

The amount budgeted for total Water Fund Revenues is hereby unchanged and remains at \$117,277,845.

With this amendment, the projected ending fund balance for the Water Fund will be \$22,568,355.

K. Sewer Fund

The amount budgeted for total Sewer Fund Expenditures is hereby increased by \$36,048,883 from \$138,188,587 to \$174,237,470.

The amount budgeted for total Sewer Fund Revenues is hereby increased by \$45,669 from \$143,628,209 to \$143,673,878.

With this amendment, the projected ending fund balance for the Sewer Fund will be \$61,932,358.

- L. Water Reclamation Fund
The amount budgeted for total Water Reclamation Fund Expenditures is hereby increased by \$1,744,327 from \$6,744,715 to \$8,489,042.

The amount budgeted for total Water Reclamation Fund Revenues is hereby unchanged and remains at 2,210,115.

With this amendment, the projected ending fund balance for the Water Reclamation Fund will be 2,690,904.

- M. Stormwater Fund
The amount budgeted for total Stormwater Fund Expenditures is hereby increased by \$1,367,302 from \$7,973,834 to \$9,341,136.

The amount budgeted for total Stormwater Fund Revenues is hereby unchanged and remains at 7,200,600.

With this amendment, the projected ending fund balance for the Stormwater Fund will be \$4,545,758.

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.

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

Approved on March 10, 2026.

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: Graham Clark

Meeting Date: Tuesday, March 10, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7E
Subject: BURA - Resolution - First Amendment to the 2026 BURA Budget

- Resolution No 2026-34-UR First Amendment to the 2026 BURA Budget

Goals: Financial Sustainability and Resilience

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

The purpose of this memo is to provide the City Council and Broomfield Urban Renewal Authority (BURA) Board with relevant financial information regarding a proposed amendment to the 2026 City and County of Broomfield budget and the 2026 BURA budget, both adopted on October 28, 2025.

Attachments

[Memo for 03.10.2026_1st Amd to 2026 Budget \(CCOB and BURA\).pdf](#)

[Resolution 2026-34-UR 1st Amd to 2026 Budget \(BURA\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to provide the City Council and Broomfield Urban Renewal Authority (BURA) Board with relevant financial information regarding a proposed amendment to the 2026 City and County of Broomfield budget and the 2026 BURA budget, both adopted on October 28, 2025.

The 2026 beginning fund balances included in these proposed amendments are preliminary estimates based on 2025 unaudited actual expenditures. Final audited beginning balances for both entities will be incorporated through a subsequent budget amendment later this year. Projects scheduled for this year will automatically roll forward, as they and their associated funding were previously approved by Council and are simply being continued from 2025 into 2026.

Resolution Nos. 2026-33 and 2026-34-UR would amend the adopted 2026 City and County and BURA budgets to reflect the proposed project rollovers of unspent allocations for capital projects and grants that began prior to 2026 and are expected to continue into 2026. The proposed resolutions would also amend the 2026 budgets with additional operational and capital expenses identified since the budget adoption. Those expenditures are in the tables below.

The proposed budget amendments are consistent with Colorado's local government budget laws and with generally accepted principles of governmental accounting.

City and County of Broomfield Budget Amendment #1 Summary

The [First Amendment Summary](#) includes the proposed budget amendments by fund. The summary reflects the amended revenue, expenditures, and the 2026 unaudited beginning balance and projected ending fund balances for each of the amended funds.

General Governmental Operational Funds

Amendment #1 of the 2026 budget includes rollovers of grants that were budgeted in 2025 but are continuing into 2026. The timing of grant awards reflects state or federal fiscal years, instead of Broomfield's calendar fiscal year. In all cases, grant funds rolled over will only be used for the purposes for which they were originally authorized by the grantor and approved by City Council.

Amendment #1 includes estimates that reflect a positive trend in sales tax revenues, which will offset the reduced projection of fiber revenues. During the 2026 budget development process, staff projected significant revenue from leases of Broomfield's fiber backbone infrastructure, based on initial discussions with multiple fiber companies in 2025. Since that time, each of these companies has indicated a more conservative approach to fiber buildout, with plans for phased implementation extending over the next several years rather than immediate full deployment. Given this shift in the anticipated timeline, staff believes it is prudent to proactively revise the projected fiber lease revenue for 2026. Staff is continuing to pursue fiber lease partnerships with these companies.

With CCOB's focus on public safety, a standard increase in Police Merit is included in Amendment #1.

Amendment #1 of 2026 includes revenue increases of \$2,704,393 and expenditure increases of \$5,003,672 across all General Governmental Funds. The attached [table](#) provides details of all changes to the 2026

General Governmental Funds in Amendment #1. The projected 2026 ending fund balance across all General Governmental Operating Funds after this amendment is \$13,879,840. This amount does not include Broomfield's 20% operating reserve that is set aside in the event of a catastrophic emergency to ensure critical community functions continue.

General Governmental Capital Funds

Amendment #1 includes capital project expenditure changes totaling \$55,195,336. The amendment also includes a total of \$15,368,105 in revenue changes. The majority of these changes are related to capital project grant awards rolling over. The attached [table](#) provides details of all changes to the 2026 General Governmental Capital Funds in Amendment #1.

The projected 2026 ending fund balance across all General Governmental Capital Funds after this amendment is \$52,556,036.

Enterprise Funds

Amendment #1 of the 2026 Enterprise Funds budget is primarily related to rollovers of CIP projects that were budgeted in 2025 but are continuing into 2026. Amendment #1 also includes the bond payments related to the North Area Water Tank System Improvements and Wastewater Treatment Reclamation Facility Expansion projects.

Amendment #1 includes Enterprise Funds capital project expenditure rollovers and changes totaling \$64,802,927. The attached [table](#) provides details of all changes to the 2026 Enterprise funds in Amendment #1.

The projected 2026 ending fund balance across all Enterprise Funds after this amendment is \$91,737,375.

Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to finance various improvement projects within the Authority's boundaries. The primary funding sources for BURA are incremental tax revenues including sales, use, and property.

The proposed Resolution No. 2026-34-UR, is the first amendment to the budget since its adoption on October 28, 2025. This first amendment to the 2026 BURA budget includes rollovers of capital projects that were budgeted in 2025 and are continuing into 2026. Expenditure changes total \$1,183,014.

The following tables summarize the 2026 revised budget for BURA.

- [BURA Summary](#)
- [BURA Changes](#)

Financial Considerations

Financial Details are included in the linked Budget tables within the memo.

Prior Council or Other Entity Actions

October 28, 2025: [Resolution No. 2025-142](#) Approving the 2026 City and County of Broomfield Budget

October 28, 2025: [Resolution No. 2025-144-UR](#) Approving the 2026 Broomfield Urban Renewal Area Budget

October 28, 2025: [Resolution No. 2025-145-AID](#) Approving the 2026 Arista Local Improvement District Budget

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council desires to approve the proposed budget amendment for the City and County of Broomfield, the appropriate motion is...

That Resolution 2025-33 be adopted.

If the BURA Board desires to approve the proposed budget amendment for the Broomfield Urban Renewal Authority, the appropriate motion is...

That Resolution 2025-34-UR be adopted.

Alternatives

Decline to appropriate rollover funds and budget adjustments described in the linked tables. Failure to amend the 2026 budget to reflect carryovers from the 2025 capital projects and grants could result in the ceasing of associated projects or programs.

RESOLUTION NO. 2026-34-UR

A resolution authorizing and approving the first amendment to the Broomfield Urban Renewal Authority budget for the year 2026

Recitals.

Whereas, the Broomfield Urban Renewal Authority, by Resolution No. 2025-144-UR, dated October 28, 2025, adopted the budget for the Broomfield Urban Renewal Authority for the calendar year 2026; and

Whereas, the Broomfield Urban Renewal Authority desires to amend said budget a first time to reflect additional revisions to expenditures and revenues.

Now, therefore, be it resolved by the Broomfield Urban Renewal Authority of Broomfield, Colorado:

Section 1. Budget Amendment

The second amendment to the Broomfield Urban Renewal Authority for fiscal year 2026 is hereby approved. The following sums of money are hereby appropriated for the fiscal year 2026 in the amounts set forth below:

Summary of 2026 Budget Amendment #1

Expenditures		
Fund	2026 Original Budget	2026 Amended Budget
Broomfield Urban Renewal Area	\$49,978,125	\$51,161,139
Broomfield Urban Renewal Area Debt Service	\$4,458,143	\$4,458,143

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 Broomfield Urban Renewal Authority.

Approved on March 10, 2026

The Broomfield Urban Renewal Authority

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: Ken Rutt

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7F

Subject: Resolution - Broomfield Water Recovery Facility Late Work Package (LWP) with Moltz Construction and Carollo Engineers Agreements

- Resolution No. 2026-41 approving an agreement with Moltz Construction for the Late Work Package
- Resolution No. 2026-42 approving an agreement with Carollo Engineering Company, Inc. for Engineering Services During Construction Phase 1 Late Work Package (LWP)
- Resolution No. 2026-43 approving an agreement with Carollo for the Remaining Design of Phase 1b
- Resolution No. 2026-44 approving the consulting agreement with Ground Engineering, Inc. for Geotechnical Engineering and Testing Services for the Water Recovery Facility, Phase 1, Late Work Package (LWP)

Goals: Financial Sustainability and Resilience

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

Broomfield's Water Recovery Facility (BWRF) was originally constructed in 1954 with a capacity of 0.8 million gallons per day (MGD). The facility has been expanded five times and has a permitted treatment capacity of 12 million gallons per day of hydraulic flow and an organic loading of 23,108 lbs per day.

The City and County of Broomfield (Broomfield) is the Designated Land-use Management Agency and Wastewater Utility Service Area Management and Operating Agency (DMOA). A municipality that serves as their wastewater collection system and treatment plant's DMOA must be able to design, construct, operate, and maintain waste treatment works and satisfactorily finance these operations by raising sufficient revenues.

Staff recommends approval of:

- - Proposed Resolution No. 2026-41 - Construction Agreement with Moltz Construction for the Late Work Package (LWP) in the amount of \$42,930,595-
 - Proposed Resolution No. 2026-42 - Engineering Services During Construction with Carollo Engineers in the amount of \$2,245,296-
 - Proposed Resolution No. 2026-43 - Engineering Design Services for Remaining Design of Phase 1b with Carollo Engineers \$4,720,834-
 - Proposed Resolution No. 2026-44 - Engineering Services (Geotechnical and Materials Testing) for Phase 1, Late Work Package (LWP) would approve an aggregate spending limit with Ground Engineering for a total amount not to exceed \$214,220 in 2026 expenditures.

Attachments

[Memo - Resolution 41-44 BWRP Late Work Package with Moltz Construction and Carollo Engineers Agreements.pdf](#)

[Resolution No. 2026-41 - Moltz Phase 1 LWP.pdf](#)

[Resolution No. 2026-42 - Carollo ESDC Phase 1 .pdf](#)

[Resolution No. 2026-43 - Carollo Phase 1b Final Design.pdf](#)

[Resolution No. 2026-44 BWRP Ground Engineering Phase 1 LWP.pdf](#)

[AIA Broomfield WRF Phase 1 Late work Package \(Moltz signed\).pdf](#)

[Consulting Amendment_ ESDC Phase 1_Carollosigned.pdf](#)

[Consulting Amendment_ Phase 1b Final Design_Carollosigned.pdf](#)

[Amendment 1 BWRP Ground Engineering Signed.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Background

Broomfield’s Water Recovery Facility (BWRF) was originally constructed in 1954 with a capacity of 0.8 million gallons per day (MGD). The facility has been expanded five times and has a permitted treatment capacity of 12 million gallons per day of hydraulic flow and an organic loading of 23,108 lbs per day.

The City and County of Broomfield (Broomfield) is the Designated Land-use Management Agency and Wastewater Utility Service Area Management and Operating Agency (DMOA). A municipality that serves as its wastewater collection system and treatment plant’s DMOA must be able to design, construct, operate, and maintain waste treatment works and satisfactorily finance these operations by raising sufficient revenues.

In 2023, Council, at the [October 10, 2023](#), meeting, adopted the Wastewater Facility Master Plan, which outlined an original 13 year, \$524 million capital improvement program (CIP). The Wastewater Facility Utility Plan (also referred to as a Master Plan) summarized the current and future regulatory and capacity requirements at the BWRF. The improvements and upgrades were planned to be completed in 5 phases. Key drivers and costs for the phased approach included: capacity, asset renewal, biosolids, reuse, and regulatory requirements. The proposed CIP construction schedule, key considerations, and planning level cost estimates allocate the costs amongst these drivers and are summarized in the table below:

Project Driver	Total Cost	Percent of Total Cost
Capacity	\$87,167,500	17%
Asset Renewal	\$104,055,350	20%
Biosolids	\$92,750,850	18%
Reuse	\$33,348,300	6%
Regulatory	\$206,170,000	39%
Total	\$523,492,000	

In alignment with the Wastewater Facility Master Plant, Council, at the October 24, 2023, Council meeting, approved a consulting agreement with Carollo for engineering services to complete design and construction documents for Phase 1.

The Phase 1 design has been completed, and a site application for construction approval from the Colorado Department of Public Health and Environment (CDPHE) has been received. The Phase 1 work is necessary to meet for the preparation of the Phase 2 work and the following CDPHE requirements: (1) initiate engineering and financial planning for expansion whenever the average daily monthly maximum flow or organic loading at the treatment reaches 80 percent of design capacity, and (2) commence construction of the expansion whenever the average daily monthly maximum reaches 95 percent of design capacity.

Pursuant to Colorado Law, C.R.S. 25-8-501 (5 d & e), the permittee is required to commence construction on the wastewater treatment facility expansion whenever the hydraulic (flow) or organic loading reaches

ninety-five (95) percent of the treatment capacity or, in the case of a municipality, either commence construction or cease issuance of building permits within such municipality until such construction is commenced.

The population growth projection and water conservation efforts are resulting in a “stronger” wastewater concentration, increasing the organic loading on the treatment facility. The organic treatment capacity is predicted to reach the 95% construction/expansion trigger by 2027, and then exceed the current permitted load of 23,108 ppd in 2030. The hydraulic flow is predicted to reach the 95 percent trigger in 2031. Failure to proceed could lead to building permit moratoriums.

The Phase 1 design included the following major components:

- Relocation and construction of the Flow Equalization Basin and Pump Station - increase capacity to enhance overall wastewater treatment efficiency, optimizing energy and chemical costs and providing for improved reuse irrigation water supply
- Construction of a fourth primary clarifier
- Enhanced Odor Control treatment
- Aeration Blower Optimization - optimizing energy usage and improved treatment efficiency and
- Upgrades to the existing Reuse Pump Station to increase pumping capacity and meet existing building code requirements.

Due to current funding constraints, Phase 1 of the BWRF project is being executed in two distinct packages:

1. Early Work Package (EWP) Approved at the [July 22, 2025 Council Meeting](#): This package, presented with available 2025 Budget funds, was crucial for procuring key long-lead equipment (e.g., variable frequency drives, pumps, electrical equipment, blowers, generators) and initiating construction. This allows critical work to commence immediately, bridging the period until bond funding was secured in January 2026.
2. Late Work Package (LWP): Now that the funding of the bond proceeds was completed in January 2026, staff is bringing this late work package before Council for approval. The late package consists of the construction activities required to complete the Phase 1 project.

The Broomfield Water Recovery Facility (BWRF) Phase 1 project's Early Work Package (EWP) was initiated to secure key long-lead equipment (including variable frequency drives, pumps, electrical equipment, blowers, and generators) and secure initial construction funding. This approach was necessitated by existing funding constraints, aligning with the 2025 Budget's available funds and the anticipated timing of 2026 bond funding.

To adhere to the project timeline and meet regulatory obligations, an additional phase, Phase 1b, has been incorporated. This new phase will concentrate on the Secondary Treatment Process Train, encompassing the development of a new treatment train initially slated for Phase 2. Both the design and construction of Phase 1b must be completed within the 2026 bond funding window.

Secondary wastewater treatment is a biological process utilizing microorganisms (bacteria) under aerobic or anaerobic conditions. Its function is to remove dissolved organic matter, nutrients (nitrogen/phosphorus), and suspended solids remaining after primary treatment. This method is highly effective, breaking down 95% of organic pollutants and reducing the biochemical oxygen demand (BOD) to environmentally safe discharge levels.

Similarly, the two proposed engineering services agreements were divided into Early Work and Late Work components when presented at the [July 22, 2025, meeting](#) due to funding availability constraints.

Broomfield secured the project's bond funding in mid-January 2026. A condition of this bond funding is that 85 percent of the provided funds must be expended within three years. Furthermore, Broomfield has decided against acquiring additional bond funding until 2032.

Contractor Selection Process

Broomfield issued a competitive request for qualifications (RFQ) for a contractor to serve as the Construction Manager/General Contractor (CM/GC) for the project. The RFQ was open to all interested construction firms. Four Statements of Qualifications were received and the review committee, comprised of the Water Recovery Superintendent, the Director of Water Utilities, Water Recovery team members, design team and other Broomfield staff, reviewed the qualifications. The firms were interviewed, and staff requested fee proposals. The selection was narrowed to the top two firms. Moltz Construction was selected based on qualifications, previous experience, project approach, and fee. The fees from the top two firms were 7.5 and 8.5, with Moltz having the lower fee.

The CM/GC agreement involves a three-step process:

1. **Step One: Preconstruction Services** - This authorizes Moltz Construction to perform preconstruction services, which include reviewing design drawings, providing cost estimates, reviewing on-site conditions, reviewing vendor qualifications, and bidding the work. The initial agreement for these services was for \$196,380 and did not require Council authorization.
2. **Step Two: Guaranteed Maximum Price (GMP) Approval** - This step involves approving the GMP as an amendment to the CM/GC agreement for the actual construction of the project. Staff presented Amendment One to Council at the July 22, 2025, meeting, which approved the Early Work Package (EWP) to allow for the procurement of key long-lead equipment and construction funding until bond funding can be secured.
3. **Step Three: Late Work Package Approval** - This step involves an amendment to the construction agreement authorizing funds for the remaining or Late Work Package (LWP). Broomfield received the bond funding in mid-January 2026.

Staff is now presenting Amendment Two of the CM/GC to Council to allow for the procurement of the remaining equipment and materials and construction funding for the remaining portion of Phase 1.

Engineering Proposals

At the [July 22, 2025](#) meeting, Council approved two engineering services agreements with Carollo Engineering for the EWP to fund services until the bond funding was secured:

- Engineering Services During Construction (ESDC) for Phase 1 of the Early Work Package (Resolution 2025-13).
- Engineering design services for 30 percent of Phase 1b (Resolution 2025-109).

To fully complete both Phase 1 and Phase 1b, since bond funding has been secured, amendments to these contracts are required:

- Engineering Services During Construction (ESDC) for Phase 1 of the Late Work Package (Resolution 2026-42).
- Engineering design services for the remaining design of Phase 1b (Resolution 2026-43).
- Ground Engineering Aggregate Spend - Broomfield has utilized the professional engineering services provided by Ground Engineering for geotechnical evaluations of subsurface soil, groundwater conditions and materials testing and observation to ensure the safety, stability and compliance of the construction activities with the construction documents and design intent. The total contract

amounts for the EWP and LWP are \$194,745 plus 10% contingency of \$19,475 for a not to exceed amount of \$214,220 (Resolution 2026-44).

Financial Considerations

The following table summarizes the financial allocation for the Late Work Package and related services, demonstrating that the project remains within the budgeted amount.

Sources and Uses of Funds	Amount
Fund 1 (45-70610-55200, 23S0045) Wastewater Treatment Reclamation Facility Expansion (2025 Funding)	\$10,079,144
Fund 2 (45-70611-55200, 23S0045) Wastewater Treatment Reclamation Facility Expansion (2025 Funding)	\$10,079,144
Fund 3 Wastewater Treatment Facility (45-70610-55200, 11E0005)- Odor Control Monitoring and Improvements (2025 Funding)	\$4,041,427
Fund 4 (45-70610-55200, 23S0045) Wastewater Treatment Reclamation Facility Expansion (2026 Funding Operating 49.6% of 114,000,000 bond)	\$50,977,993
Fund 2 (45-70611-55200, 23S0045) Wastewater Treatment Reclamation Facility Expansion (2026 Funding 50.4% Growth of \$114,000,000 bond)	\$63,022,007
	\$138,199,715
Amendment One to the Construction Agreement with Moltz for the Guaranteed Maximum Price (GMP) for the Broomfield Water Recovery Facility (Proposed Resolution No. 2025-12)	-\$18,000,000
Construction Contingency for the Construction Amendment with Moltz Construction (Proposed Resolution No. 2025-12)	-\$1,800,000
Amendment Two to the Construction Agreement with Moltz for the LWP for the Broomfield Water Recovery Facility, Phase 1 (Proposed Resolution No. 2026-41)	-\$42,930,595
Construction Contingency for the Construction Amendment Two with Moltz Construction (Proposed Resolution No. 2026-41)	-\$4,293,060
Consulting Agreement with Carollo Engineers, Inc. for Engineering Services During Construction (ESDC) for the EWP of the WRF, Phase 1 (Proposed Resolution No. 2025-13)	-\$1,222,452
Design Contingency for the Consulting Agreement for the ESDC for the EWP of the WRF, Phase 1 (Proposed Resolution No. 2025-13)	-\$122,245
Consulting Amendment with Carollo Engineers, Inc. for Engineering Services During Construction (ESDC) for the LWP of the WRF, Phase 1	-\$2,245,296

Sources and Uses of Funds	Amount
(Proposed Resolution No. 2026-42)	
Design Contingency for the Consulting Amendment for the ESDC for the LWP of the WRF, Phase 1 (Proposed Resolution No. 2026-42)	-\$224,523
Consulting Agreement with Carollo Engineers, Inc. for Engineering Design Services for Phase 1b of the WRF, Phase 1 (Proposed Resolution No. 2025-109)	-\$2,503,579
Design Contingency for the Consulting Agreement for Design Services for Phase 1b of the WRF, Phase 1 (Proposed Resolution No. 2025-109)	-\$250,358
Consulting Amendment with Carollo Engineers, Inc. for Engineering Design Services for the Remaining Design of Phase 1b of the WRF, Phase 1 (Proposed Resolution No. 2026-43)	-\$4,720,834
Design Contingency for the Consulting Agreement for Design Services for Phase 1b of the WRF, Phase 1 (Proposed Resolution No. 2026-43)	-\$472,083
Construction Agreement with Moltz for Preconstruction Services for Phase 1 (encumbered)	-\$196,380
Construction Agreement with Moltz for Preconstruction Services of Phase 1b	-\$230,840
Consulting Agreement with Ground Engineering for Geotechnical Services for Phase 1, Late Work Package (Proposed Resolution No. 2026-44)	-\$74,950
Other Project Expenses: 20-day Letters, Third Party Geotechnical and Material Testing, CDPHE Permitting Fees, etc. - Estimate	-\$200,000
Projected Balance	\$58,712,520

Prior Council or Other Entity Actions

- Council approved [Resolution No. 2025-12](#) authorizing a construction agreement with Moltz Construction and Resolution No. 2025-13 authorizing a consulting agreement with Carollo Engineering for Engineering Services During Construction for the Broomfield Water Recovery Facility Phase 1 Early Work Package at the July 22, 2025, meeting.
- Council approved [Resolution No. 2025-109](#) authorizing a consulting agreement with Carollo Engineering for engineering design services related to the Broomfield Water Recovery Facility Phase 1b at the July 22, 2025, meeting.
- Council approved funding for the Sewer Fund Capital Projects in the [2022 Budget](#).
- Council approved [Resolution No. 2022-118](#) authorizing an agreement for engineering services related to Broomfield's Wastewater Treatment Utility Master Plan.
- Council approved funding for the Sewer Fund Capital Projects in the [2023 Revised Budget](#).

- Council approved funding for the Sewer Fund Capital Projects in the [June 27, 2023](#), Second Amendment to the 2023 City and County of Broomfield Budget for Capital Improvement Projects, Grants, Personnel and Other Operating Requests.
- Council Study Session for the Wastewater Utility Master Plan on [September 19, 2023](#).
- Council approved funding for the [Sewer Fund Capital Projects in the 2024 Budget](#).
- Council approved funding for the [Sewer Fund Capital Projects in the 2025 Budget](#).

Boards and Commissions Prior Actions and Recommendations

The Advisory Committee on Environmental Sustainability discussed a memo and presentation on the Wastewater Master Plan in 2023. ACES did not have a quorum to take action, and the members in attendance did not have concerns with the plan.

Proposed Actions / Recommendations

If Council desires to proceed with the project; the appropriate motion is...

- Proposed Resolution No. 2026-41 - Construction Agreement with Moltz Construction for the Late Work Package in the amount of \$42,930,595.
- Proposed Resolution No. 2026-42 - Engineering Services During Construction with Carollo Engineers in the amount of \$2,245,296.
- Proposed Resolution No. 2026-43 - Engineering Design Services for Remaining Design of Phase 1b with Carollo Engineers \$4,720,834.
- Proposed Resolution No. 2026-44 - Engineering Services (Geotechnical and Materials Testing) for Phase 1, LWP would approve an amendment to the agreement with Ground Engineering for a total amount not to exceed \$214,220 in 2026 expenditures.

Alternatives

Do not proceed with the project, which will negatively impact Broomfield's ability to prepare for future infrastructure needs, meet pending regulatory changes, and prepare for asset management of existing facilities.

RESOLUTION NO. 2026-41

A resolution Authorizing and Approving the Guaranteed Maximum Price Amendment Two to the Construction Agreement with Moltz Construction, Inc. for the Water Recovery Facility, Phase 1 Improvements Late Work Package

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

Section 1.

The Guaranteed Maximum Price Amendment Two to the AIA Document A 133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor attached hereto by and between the City and County of Broomfield and Moltz Construction, Inc. for the Water Recovery Facility, Phase 1 in the amount of \$42,930,595 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed \$4,293,060.

Section 4.

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

Approved on March 10, 2026

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

RESOLUTION NO. 2026-42

A resolution Authorizing and Approving the Consulting Agreement with Carollo Engineering Company, Inc. for Engineering Services During Construction for the Water Recovery Facility, Phase 1, Late Work Package

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

Section 1.

The agreement, attached hereto, between the City and County of Broomfield and Carollo Engineering Company, Inc. in the amount of \$2,245,296, 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed \$224,530.

Section 4.

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

Approved on March 10, 2026

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

RESOLUTION NO. 2026-43

A resolution Authorizing and Approving the Consulting Agreement with Carollo Engineering Company, Inc. for Engineering Design Services for the Water Recovery Facility, Phase 1b, Final Design

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

Section 1.

The agreement, attached hereto, between the City and County of Broomfield and Carollo Engineering Company, Inc. in the amount of \$4,720,834, 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed \$472,083.

Section 4.

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

Approved on March 10, 2026

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

RESOLUTION NO. 2026-44

A Resolution Authorizing and Approving an Amendment to the Agreement with Ground Engineering, Consultants, Inc. for Geotechnical Engineering and Testing Services for the Water Recovery Facility Phase 1 Project

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

Section 1.

The Amendment to the 2025 Consulting Agreement by and between the City and County of Broomfield and Ground Engineering Consultants, Inc., in the amount of \$214,220 for consulting services for the Water Recovery Facility Phase 1 Project.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed 10%.

Section 4.

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

Approved on March 10, 2026

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

 **Document A133® – 2019 Exhibit A**

Guaranteed Maximum Price Amendment

This Amendment dated the 16th day of January in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 31st day of March in the year 2025 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Broomfield Water Recovery Facility Phase 1 Improvements

THE OWNER:
(Name, legal status, and address)

City and County of Broomfield, Colorado municipal corporation and county
One DesCombes Drive Broomfield Colorado 80020

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Moltz Construction, Inc.
PO Box 729 (8807 CR 175) Salida, CO 81201

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum for the Late Work Package is guaranteed by the Construction Manager not to exceed Forty Two Million Nine Hundred Thirty Thousand Five hundred Ninety-Five Dollars (\$42,930,595). With the early work package (\$18,000,000) previously approved, The Phase 1 project costs will total Sixty Million Nine Hundred Thirty Thousand Five Hundred Ninety-Five Dollars and No Cents (\$60,930,595);

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Exhibit #1: City of Broomfield Water Recovery Facility Phase 1 GMP Package dated January 16th 2026.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Commencement of the Work shall be the date of one calendar day after the Owner-signed Notice to Proceed is delivered to Construction Manager

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than Eight Hundred Twenty-Two (822) calendar days from the date of commencement of the Work. Final Completion to be 90 days after substantial completion.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Broomfield Water Recovery Phase 1 Improvements Issued for permitting set dated February 2025 Volumes 1-3, As they pertain to the Early Work Package.

Section	Title	Date	Pages
X	Issued for permitting plans and specifications	February 2025	Volumes 1-3 Pages 1-956 and addendums 1-4

And the Current Edition of Broomfield Standard and Specifications August 2021

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Broomfield Water Recovery Facility Phase 1 Improvements issued for permitting set, As they pertain to the Early Work Package.

Number	Title	Date
1-377	Broomfield Water Recovery Facility Phase 1 Improvements issued for permitting set	February 2025

§ A.3.1.4 Not used

(Paragraph Deleted)

(Table Deleted)

(Paragraph Deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
	Included in the GMP Package dated January 16th 2026

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Tab 2 of exhibit #1 GMP package dated January 16th 2026

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

None

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Not Applicable

Article A.5 - Additional Provisions for Compliance with Colorado Law. The Parties agree that the following additional provisions are hereby incorporated into the Agreement and shall be incorporated consistent with Colorado law:

COLORADO LABOR. If the contract price exceeds \$500,000, the Construction Manager 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.

INDEPENDENT CONTRACTOR. The Construction Manager is an independent contractor as provided in C.R.S. § 8-40-202(2). The Construction Manager is not entitled to workers' compensation benefits and the Construction Manager is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.

FINAL PAYMENT. Upon satisfactory completion of the Work, the City Representative will provide the Construction Manager with a written acceptance of the Work as set forth in the Agreement. Final 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.

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 Construction Manager warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement.

CHANGE ORDERS. 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 Construction Manager 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 Construction Manager prior to the execution or other finalization of a change order or contract amendment, and (ii) the Construction Manager has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the Construction Manager for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement and its amendments.

LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Construction Manager, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Construction Manager will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$2,000 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Construction Manager under this Agreement or, at its option, to collect such liquidated damages directly from the Construction Manager or its surety.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Jon Tucker Division Manager

(Printed name and title)

FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND CAROLLO ENGINEERS, INC.
FOR THE BROOMFIELD WATER RECOVERY FACILITY EXPANSION,
PHASE1 ENGINEERING SERVICES DURING CONSTRUCTION PROJECT

1. PARTIES. The parties to this First Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Carollo Engineers, Inc., a Delward Corporation (the “Consultant”), collectively, the “Parties”, individually, the “Party”.
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1. The Parties entered into a Consulting Agreement dated July, 22, 2025 (Agreement), in which the Consultant agreed to provide consulting services for the Water Recovery Facility, Phase 1 Engineering Services During Construction (ESDC) Project.
 - 2.2. The parties to this First Amendment desire to amend paragraph 3.1.2 Basic Services, and paragraph 3.4.2 Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A-1 is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. 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. Paragraph 3.1.2, Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
 - 3.2. Paragraph 3.4.2, Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City. The total amount shall not exceed \$2,245,296 including reimbursables.
4. 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. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Amendment and this original 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.

5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This Agreement is executed by the Parties hereto in their respective names as of March 10, 2026.

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

Mayor

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

Carollo Engineers Inc.
a Delaware corporation



By: Jeffrey S. Berlin
Title: Vice President
2/11/26



By: Becky J Luna
Title: Senior Vice President
2/11/2026

Exhibit A-1

Basic Services - Broomfield Water Reclamation Facility (BWRf), Phase 1 Improvements

Task No. 2 – Phase 1 Improvements Late Work Package – Extension of Construction Administration (Construction Management and Engineering Services During Construction)

CONSULTANT'S SERVICES

The following tasks will be provided as part of the construction phase services in this Task Order No. 2. This contract extension builds upon the Contract executed for the initiation of BWRf Phase 1 Improvements construction on July 24, 2025.

TASK 4 – PROJECT MANAGEMENT

Subtask 410 – Project Coordination and Progress Reporting. The Consultant will prepare and submit monthly progress reports with invoices for the work completed in the last monthly period and compare earned value to actual expenditures for the month and project duration. Invoices shall be in accordance with the Agreement Between City and Consultant. The status reports will also identify or forecast proposed modifications to the project scope. A total of thirty (30) monthly reports are anticipated for this phase of work. 65% of the total project effort is included in this contract.

Consultant shall provide administrative guidance and supervision of staff, including project planning.

TASK 6 – CONSTRUCTION PHASE SERVICES

Subtask 610 – Meetings - Consultant shall participate in weekly project progress meetings over the thirty (30) month project meeting duration for a total of approximately 120 project progress meetings. Each project progress meeting is anticipated to be one (1) hour in duration. Consultant shall prepare the agenda and provide meeting minutes. Each project progress meeting shall be attended in person by the Senior Construction Manager, Inspector and either the Project Manager, Project Engineer, or Discipline Engineer. Members of the Consultant team may attend by phone as appropriate. Senior Construction Manager will take and distribute minutes. 65% of the total project effort is included in this contract.

Subtask 620 – Senior Construction Manager and Inspection Services. One full-time Inspector shall be provided on site five (5) eight (8) hour days a week during the active construction period of twenty-five (25) months. A Senior Construction Manager (SCM) shall be provided on-site twenty-eight (28) hours per week during the active construction period of twenty five (25) months. A SCM will also be on site part time (twenty (20) hours per week) during the additional five (5) months of initial start of construction and during close out activities of the project. A part-time Electrical Inspector will also be provided to supplement Senior Construction Manager (SCM) during electrical activities periodically during the active construction at a total of five hundred (500) hours. The Inspector will be the Consultant's

representative at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding Inspector's actions. Duties of the SCM and Inspector are provided in Attachment A. 70% of the total project effort is included in this contract.

Subtask 625 – Discipline Engineer Site Visits and Inspections - Discipline Engineer site visits shall be provided throughout the active construction period with approximately seventy (70) four (4) hour visits being performed during the project. 65% of the total project effort is included in this contract.

Subtask 630 – Requests for Information. Consultant shall provide up to one-hundred and sixty (160) interpretations and clarifications of contract documents. Consultant anticipates that each interpretation and clarification will require up to four (4) hours to research, respond, and document. It is assumed that RFIs will be managed in Autodesk Build. 65% of the total project effort is included in this contract.

Subtask 640 – Change Orders and Field Orders. Consultant anticipates a total of twenty (20) change orders and ten (10) field orders. Consultant anticipates that each change order and field order will require up to twelve (12) hours to research, prepare engineering, estimate costs, respond, document, and administer. It is assumed that change orders and field orders will be managed in Autodesk Build and Bluebeam Studio. 75% of the total project effort is included in this contract.

Subtask 650 – Shop Drawing Submittals. Consultant anticipates a review of four hundred (400) shop drawing submittals. It is assumed that fifty percent of those shop drawings will require a resubmittal. Consultant anticipates initial submittal reviews will require an average of eight (8) hours and resubmittals an average of two (2) hours to receive, process, review, verify, respond, document, and return. It is assumed that shop drawings will be managed in Autodesk Build and will be submitted by the Contractor in accordance with the Project Specifications. 40% of the total project effort is included in this contract.

Subtask 660 – Coordinate MOPs to Maintain Operations. Consultant shall review Contractor submitted MOPs and coordination with Broomfield Operations in order to maintain operation of affected treatment processes and equipment during construction. MOP coordination is assumed to take a total of two hundred and four (204) hours over the course of the project. 85% of the total project effort is included in this contract.

Subtask 670 – Coordination with Integrator. Consultant will consult and coordinate with Contractor's integrator and programming team regarding functional design intent of major unit processes and mechanical systems. Effort may include revision and refinement of control descriptions and establishment of setpoint ranges. This task does not include any SCADA or PLC programming, screen development, or control systems testing, which shall be the responsibility of the Contractor's integrator. Integrator coordination is assumed to take a total of one hundred eighty four (184) hours over the course of the project. 85% of the total project effort is included in this contract.

TASK 7 – POST CONSTRUCTION SERVICES

Subtask 710 – Record Drawings. Consultant shall develop Record Drawings based on the Contractor's Bluebeam PDF markups. Draft Project Record Drawings will be submitted for review by the Owner. The Owner will return draft Project Record Drawings to Engineer with comments as appropriate. Engineer will incorporate comments and resubmit. Final Record Drawings will be compiled and delivered within 90 calendar days following receipt of Contractor's markups.

Three (3) 11x17 half-size drawings and electronic PDF files will be provided.

Subtask 720 – Commissioning, O&M Manual, and Training. Consultant will provide start-up assistance to the Owner on critical process, systems, and equipment installed under this project. Consultant shall oversee functional acceptance of facilities in cooperation with the Owner.

Consultant shall assist the Contractor in startup planning. Consultant shall review startup sequence and check that proper operating parameters are being met, suggest adjustments, review applicable performance data, and provide written confirmation that specific process, system, or equipment is functioning as designed.

Consultant shall assist in preparation of materials and training of Owner's staff for major processes, systems, and equipment installed as part of this project. It is anticipated that training will be covered during four (4) four-hour classes. Class formats shall be tailored for operations, maintenance, and electrical personnel. Engineer shall assist as needed in coordination of Vendor training sessions.

Consultant shall provide a narrative, bookmarked Microsoft Word document Operations and Maintenance (O&M) Manual for areas of the plant impacted by this project. The O&M Manual will include a process narrative and recommended operating approach for process equipment installed in this project. After operator training and final completion, Engineer shall make adjustments to the O&M Manual and deliver PDF format to Owner.

Subtask 730 – Closeout and Warranty Follow up. Consultant shall assist in project closeout and provide necessary documentation to Authorities having Jurisdiction. Consultant shall provide a signed Colorado Department of Public Health and Environment (CDPHE) Construction As-Approved Certification Form. Consultant shall perform Post Construction Warranty inspections for milestones and final completion. Provide one (1) inspector for up to one (1) day of inspection.

ASSUMPTIONS

- Total project duration is thirty (30) months from Contractor Notice to Proceed through Final Completion. Active construction duration is twenty-five (25) months within this period.
- Carollo's Inspector will be on site five (5) days a week, eight (8) hours a day while the Senior Construction Manager shall be on site twenty-eight (28) hours a week during the twenty-five (25) month active construction duration.

- Some tasks include a percentage of the work and duration approved in this contract with prior work approved in a prior contract.

PROJECT DELIVERABLES

Deliverables for this task order include the following:

- Monthly Progress Reports and Invoices, PDF files.
- Weekly Progress Meeting agendas and meeting minutes, PDF files.
- Daily construction reports, submitted through Autodesk Build.
- Field memorandums as needed; PDF files.
- Draft Record Drawings; PDF files.
- Final Record Drawings; three (3) 11x17 half-size sets will be provided along with PDF files.
- Draft O&M Manual; PDF files.
- Final O&M Manual; three (3) hard copies along with Word Document and PDF files.
- CDPHE Construction As-Approved Certification Form.
- Substantial completion punch list; PDF and Excel files.
- Final completion punch list; PDF and Excel files.

TIME OF PERFORMANCE

Consultant shall complete all services identified in this Task Order No. 1 within thirty-six (36) months from Construction Notice to Proceed, pending construction and project closeout delays.

PAYMENT

Consultant will perform the Scope of Services described in the above tasks for a not-to-exceed amount of \$2,245,296. The cost will be billed per Fee Schedule provided in Attachment B.

The Consultant shall bill the Owner monthly, indicating the services performed and the cost of such services according to the attached fee schedule.

Consulting Agreement for the Water Recovery Facility, Phase 1 ESDC Late Work Package
Carollo Engineers, Inc.

Task	Description	Project Manager/Senior Specialist	Senior Professional	Project Professional	Professional	Assistant Professional II	Assistant Professional I	Senior Construction Manager	Resident Representative	Senior Inspector	Inspector	Senior Technician	Technician II	Technician I	Document Processing	Carollo Hours	Carollo Labor Cost	Subconsultants	Equipment Communication Expense (PECE)	Carollo ODCs	Total Engineering Cost
4	Project Management																				
410	Project Coordination and Progress Reporting	13	23					10								53	\$ 13,306		\$ 842		\$ 14,148
	Subtotal Task 4 Hours	13	23	0	0	0	0	10	0	0	0	0	0	0	0	53					
	Subtotal Task 4 Costs	\$ 3,770	\$ -	\$ 6,728	\$ -	\$ -	\$ -	\$ 2,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 13,306	\$ -	\$ 842	\$ -	\$ 14,148
6	Construction Phase Services																				
610	Meetings	39	78					117													
620	Construction Manager and Inspection Services							2,288	350		3,070										
625	Discipline Engineer Site Visits and Inspections	26	26	65	65																
630	Requests For Information	26	13	78	65	104	130														
640	Change Orders and Field Orders	15	15	30	30	60	60					60									
650	Shop Drawing Submittal Review	12	15	240	240	432	432														
660	Coordinate MDPs to Maintain Operations	34	17	51	17	20	34														
670	Coordination with Inspector	14	34	75	34																
	Subtotal Task 6 Hours	189	321	617	417	650	704	2,405	350	0	3,070	60	0	0	0	8,520					
	Subtotal Task 6 Costs	\$ 53,824	\$ 31,460	\$ 141,864	\$ 82,983	\$ 113,820	\$ 305,600	\$ 643,350	\$ 78,750	\$ -	\$ 511,700	\$ 13,200	\$ -	\$ -	\$ -		\$ 1,001,601	\$ -	\$ 136,317	\$ 14,860	\$ 1,952,978
7	Post Construction Services																				
710	Record Drawings	16	20	80	60	60	60					160	136	120	16	808	\$ 158,800	\$ 7,500	\$ 12,500	\$ 1,000	\$ 180,578
720	Commissioning, O&M Manual, and Training	40	40	40	16	80	160														
730	Closeout and Warranty Followup	4																			
	Subtotal Task 7 Hours	60	60	120	76	140	220	88	0	0	0	160	176	120	48	1,276					
	Subtotal Task 7 Costs	\$ 17,400	\$ 15,600	\$ 27,600	\$ 15,124	\$ 24,500	\$ 33,000	\$ 23,760	\$ -	\$ -	\$ 1,360	\$ 35,200	\$ 30,800	\$ 16,200	\$ 6,960		\$ 247,504	\$ 7,500	\$ 20,416	\$ 2,000	\$ 276,170
	Total Project Hours	259	381	766	493	790	924	2,503	350	0	3,038	220	176	120	48	9,848					
	Total Direct Labor Dollars	\$ 74,334	\$ 47,060	\$ 176,132	\$ 98,907	\$ 138,320	\$ 138,600	\$ 675,318	\$ 78,750	\$ -	\$ 513,060	\$ 48,400	\$ 30,800	\$ 16,200	\$ 6,960		\$ 2,062,611	\$ 7,500	\$ 157,575	\$ 16,860	\$ 2,245,236

FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND CAROLLO ENGINEERS, INC.
FOR THE BROOMFIELD WATER RECOVERY FACILITY EXPANSION,
PHASE 1B FINAL DESIGN PROJECT

1. PARTIES. The parties to this First Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Carollo Engineers, Inc., a Delaware Corporation (the “Consultant”), collectively, the “Parties”, individually, the “Party”.
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1. The Parties entered into a Consulting Agreement dated July 22, 2025 (Agreement), in which the Consultant agreed to provide consulting services for the Water Recovery Facility, Phase 1B Final Design Project.
 - 2.2. The parties to this First Amendment desire to amend paragraph 3.1.2 Basic Services, and paragraph 3.4.2 Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A-1 is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. 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. Paragraph 3.1.2, Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
 - 3.2. Paragraph 3.4.2, Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City. The total amount shall not exceed \$4,720,834 including reimbursables.
4. 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. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Amendment and this original 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.

5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This Agreement is executed by the Parties hereto in their respective names as of March 10, 2026.

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

Mayor

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

Carollo Engineers Inc.
a Delaware corporation



By: _____ Jeffrey S. Berlin
Title: _____ Vice President
2/11/26



By: _____ Becky J Luna
Title: _____ Senior Vice President
2/11/2026

Exhibit A-1 SCOPE OF WORK

This Scope of Work describes the work to be performed by Carollo Engineers, Inc. (Consultant) for the City and County of Broomfield (City) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above-named parties dated July 22, 2025, in connection with:

City and County of Broomfield Water Recovery Facility (BWRF) – Phase 1B
Improvements Design (“Project”)

CONSULTANT'S SERVICES

Note that some tasks include a percentage of the work approved in this amendment with prior work approved in a prior contract.

TASK 100 – PROJECT MANAGEMENT AND COORDINATION

Subtask 110 – Project Management. The Consultant will prepare and submit monthly progress reports with invoices for the work completed in the last monthly period and compare earned value to actual expenditures for the month and project duration. Invoices shall be in accordance with the Agreement Between City and Consultant. Progress reports will include an updated schedule, as appropriate, and a decision log, and will be reviewed by the City. The status reports will also identify or forecast proposed modifications to the project scope and/or schedule. Key issues requiring City action or direction will also be included. Monthly progress reports will be submitted to the City on or before the 15th of each month. A total of twenty-four (24) monthly reports are anticipated for this phase of work. 65% of the total project effort is included in this contract.

Subtask 130 – Project Meetings. The Consultant will prepare for and attend the following project meetings:

- Coordination Meetings
 - Coordination meetings are assumed to occur every four (4) weeks for a total of 24 meetings. The purpose of the coordination meetings is to keep the City informed of Consultant's project progress, and to provide the Consultant timely and important feedback. Meetings will be held at the City's BWRF or at Consultant's office at the direction of City Project Manager. Coordination meetings are assumed to be 2 hours in duration.
 - On a biweekly basis, Consultant's Project Manager will hold a thirty (30) minute project update teleconference meeting with the City's Project Manager. The Project Managers may include other project staff in each teleconference at their discretion. These meetings will be scheduled at a mutually agreed upon recurring timeslot.

- Internal Design Coordination Meetings
 - The Consultant shall hold weekly coordination meetings with design staff to review design status and coordinate between disciplines. Internal design coordination meetings are assumed to be 1 hour in duration.
- City Council Meetings
 - The Consultant shall attend up to two City Council meetings to provide information on the status of the project. City will provide schedule and format for Consultant presentation.

TASK 400 – FINAL DESIGN

Subtask 410 – Drawings. Consultant shall prepare drawings on 22" x 34" sheet size (11" x 17" half-size) in Revit and deliver PDF drawings using the Consultant's CAD standards. A list of anticipated drawings required for adequate representation of the project elements is included in Attachment B. Consultant will submit progress submittal drawings at 60% and 90% for internal and City review. The City will provide written comments on the Progress Submittals within four (4) weeks of submittal.

Design elements included in the project are as follows:

- Site civil paving, grading, and yard piping to support improvements.
- Replacement or upgrades to existing influent step screens and washer/compactors.
- Access and HVAC improvements to the Grit Building.
- Addition of a fourth secondary treatment train, including anoxic basin and aerated basin which will utilize an IFAS treatment process. Includes anoxic influent and aerated influent flow split structures and aerated effluent channel extension.
- Replacement of IFAS media in existing North Train and Middle Train.
- Improvements to North and Middle aeration control systems as identified in Preliminary Design Evaluations. Intent is to provide new aeration distribution piping and control including valves, flow meters, and DO measurement in the North and similar modifications to the South, including a new Blower control system for the South Aeration Complex.
- New RAS, Scum, Internal Recycle (IR) pumps for the new North Train.
- New MCC replacement inside existing Generator 1 Building.
- New Secondary Clarifiers 7 and 8.
- Replacement of Secondary Clarifiers 5 and 6 mechanisms with stainless steel mechanisms with similar design components to SCs 7 and 8.
- Dewatering centrifuge and conveyor replacement in existing Dewatering Building.
- Interim modifications for abandoned Flow Equalization Basins and Pump Station to serve as interim centrate equalization tank.
- Interim modifications to DAF, including replacement drive.

- Electrical, instrumentation, and control upgrades to support improvements. Scoping assumption is that sufficient space and electrical load capacity exist to handle additional loads in this project.
- HVAC upgrades to support the improvements, focused on influent screening, grit building, generator building, and centrifuge dewatering buildings.
- Four drawings to support network infrastructure upgrades at the BWRF.

Subtask 415 – Final Design Visualizations. Consultant shall prepare 3D PDF renderings and virtual reality visualizations of 60% and 90% design drawings, including a campus model layout visualization, for review and comment by City.

Subtask 420 – CFD Modeling. Consultant shall evaluate layouts of three facilities for design of flow split via 3D computational fluid dynamics (CFD) modeling. Anticipated facilities are North Anoxic Influent Flow Split, Primary Effluent Flow Splitter Box, and North Aeration Basin Effluent and Internal Recycle Channel for distribution to 4 secondary clarifiers. Modeling will include solids to provide adequate mixing in modeled facilities. Feasible modifications to flow structure design based upon 3D CFD modeling will be incorporated into the design drawings.

Subtask 430 – Stormwater Coordination. Consultant shall update previously developed Stormwater Drainage Report per Broomfield standard 162.02.02 for updates to the Phase 1B layout. Consultant shall lead one meeting with Broomfield stormwater planning staff to review project updates and status. No additional requirements outside of the Final Drainage Report are anticipated to meet City MS4 requirements. Contractor will prepare SWMP Report and apply for State stormwater permit.

Subtask 435 – Odor Control Sampling and Evaluation. Consultant shall coordinate with a subconsultant to conduct odor sampling, analysis, and develop an Odor Assessment Report. Sampling shall include odor threshold and hydrogen sulfide samples collected at 15 locations, along with continuous hydrogen sulfide monitoring for 1 week at 8 locations. The data will be used to evaluate the performance of existing odor control systems and to calculate the removal efficiencies of those systems. Subconsultant will prepare a Draft Odor Assessment Report which will summarize in detail the testing that was conducted at the facility, evaluate the performance of existing odor control systems, analyze the data from the onsite sampling & testing, and provide conclusions and observations based on the data collected, time at the facility, and conversations with plant staff. Subconsultant will submit the Draft Report for review and then attend a virtual meeting to discuss the report. All input and comments will be incorporated into the final report and resubmitted.

Subtask 440 – Specifications. Project specifications shall be prepared using City's Division 00 documents and Consultant's Division 01 documents and technical

specifications in the Construction Specification Institute (CSI) 50-Division format. Consultant will submit specifications at 60% and 90% design submittals for City review.

Subtask 445 – Early Work Package. Consultant shall prepare one early work package for permitting review and pricing by CMGC Contractor. Expectation is that early work package will consist of limited drawings and specifications (approximately 25) for CMGC initiation of demolition/site preparation and procurement of long-lead items. Intent of limited early work package is to coordinate and maintain construction progress between Phase 1 Improvements construction and Phase 1B.

Subtask 450 – Design Workshops. Consultant shall prepare for and conduct two (2) workshops subsequent to delivery of each the 60% and 90% design submittals to review design elements for a total of four (4) workshops. Design workshops are anticipated to be up to four (4) hours in length. CMAR contractor will attend each design workshop. Consultant will develop an agenda prior to the meeting and compile meeting minutes for submission to the City within seven (7) days after meeting.

Subtask 460 – Permitting Assistance. Consultant shall prepare and submit Process Design Report to CDPHE. Consultant shall conduct a coordination meeting with CDPHE staff regarding process design and project components. Consultant shall coordinate with other reviewing agencies, as necessary, including the Building Department and Fire Marshal. Consultant shall complete CDPHE self-certification and submit at completion of design for initiation of construction approval.

Subtask 470 – Coordination with CMGC Contractor. Consultant will coordinate with CMGC Contractor to review design progression and progress submittals, and respond to and implement suggestions and recommendations. It is assumed that the CMGC Contractor will conduct constructability reviews and provide timely comments on progress submittals. Consultant will attend four (4) coordination meetings with CMGC Contractor to coordinate and communicate design progress. Consultant shall review and provide comments on 60% cost estimate, prior to development of GMP. Consultant shall review and provide comments on the 60% and 90% construction schedule. Consultant shall assist City with GMP negotiations including evaluation of best value equipment selection and coordination with CMGC. Expectation is that all cost estimating will be provided by CMGC Contractor.

Subtask 480 – Quality Check. Consultant shall provide a final in-house quality check of the drawings and specifications using an independent team on the 60% and 90% design submittals prior to development of stamped Issued For Permitting set. Appropriate check comments will be incorporated into the Issued For Permitting drawings and specifications.

Subtask 490 – Issued For Permitting Set. Consultant will incorporate client and CMAR Contractor comments from 90% set intended as Issued For Permitting set. This set will be used by the CMGC to develop a GMP.

TASK 500 – WRF AND WATER UTILITY SUPPORT

Subtask 510 – One Water Evaluation. Consultant shall continue the development of a One Water roadmap consisting of the following tasks, building upon tasks and grant writing included in the initial scope of work. The following tasks will be included under this amended Subtask.

Task 1 Project Coordination

- 1.1 Manage scope, schedule, and budget; prepare monthly progress reports
- 1.2 Monthly PM coordination meetings

Task 2 One Water Opportunities

- 2.1 One Water Goals and Objectives
- 2.2 Summarize Key Pressures and Challenges for Water Management (e.g., growth, rates, Colorado River, aging infrastructure, etc.)
- 2.3 Illustrate One Water Benefits with Case Studies (existing/past examples)
- 2.4 Potential Future One Water Project Opportunities

Task 3 Integrated Master Planning and Capital Planning

- 3.1 Inventory Existing Plans and Programs
- 3.2 Map Interconnections Between Plans and Programs
- 3.3 Identify Future Planning Needs and Capital Needs
- 3.4 Recommendations for Integrated Planning and Sequencing/Timing

Task 4 Stakeholder Engagement Roadmap

- 4.1 Internal Engagement – City Departments (inventory, workshop, recommendations)
- 4.2 External Engagement – Partner Agencies (inventory, workshop, recommendations)
- 4.3 External Engagement – Community (including FLOW and Citizens Academy)
(inventory, workshop, recommendations)

Task 5 One Water Plan

- 5.1 Draft One Water Plan
- 5.2 Final One Water Plan
- 5.3 Council Presentation

Key Workshops and Deliverables

Workshops

- WS1 One Water Goals and Objectives (Task 2.1)
- WS2 Key Pressures and Challenges for Water Management (Task 2.2)
- WS3 One Water Case Studies and Project Opportunities (Tasks 2.3 and 2.4)
- WS4 Future Planning Needs and Capital Needs (Task 3.3)
- WS5 Internal Engagement (City Departments, Task 4.1)
- WS6 External Engagement (Partner Agencies, Task 4.2)
- WS7 External Engagement (Community, Task 4.3)
- WS8 Draft One Water Plan

Deliverables

- One Water Case Study Fact Sheets (Task 2.3)
- One Water Project Opportunities Database (Task 2.4)
- Draft Report Chapters (Task 2, Task 3, Task 4)
- Draft and Final One Water Plan
- Council presentation

Subtask 520 – Process Support, Training, and Optimization. Consultant shall support BWRP operations and process control with support and training on an as-needed basis up to the total amount scoped of \$20,532. Process support includes carbon system optimization, flare APEN calculations and support, and nutrient removal process support.

PROJECT DELIVERABLES

- Deliverables for this project include the following:
- Monthly Progress Reports and Invoices; PDF file to be provided to the City's Project Manager.
- Meeting agenda and meeting minutes; PDF files via e-mail.
- 60% Progress Submittal Drawings and Specifications; PDF files and two (2) hard copies of drawings.
- CDPHE Process Design Report, PDF file.
- Odor Assessment Report, PDF file.
- 90% Progress Submittal Drawings and Specifications; PDF files and two (2) hard copies of drawings.
- "Issued For Permitting" Drawings and Specifications; PDF files and two (2) hard copies.
- CDPHE Self-Certification, PDF file.

ASSUMPTIONS

- City will provide all record information for facilities, and Consultant shall be able to rely on the information provided in such documents.
- CAD files for existing facility are not available.
- Revit and Carollo CAD Standards will be used for developing CAD drawings.
- Aggressive schedule of project design will be targeted, CDPHE review times will be discussed regularly with City and CMGC Contractor and reasonable assumptions made to maintain schedule.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.
- Confirmed documents issued for construction will be covered in the Construction Administration contract and are not included in this scope of work.
- Project does not include CDPHE permitting coordination with respect to new process authorization.
- Preliminary design was authorized under prior contract.
- The services to be performed by Carollo are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Carollo's services hereunder.
- Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Carollo for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Carollo.

TIME OF PERFORMANCE

Consultant shall complete all services identified in this scope by September 30, 2027 in accordance with the schedule outlined below:

<u>Meeting / Deliverable</u>	<u>Date</u>
Executed Contract	March 15, 2026
60% Progress Submittal	November 30, 2026
90% Progress Submittal	April 30, 2027
Issued For Permitting Submittal	August 15, 2027

PAYMENT

Consultant will perform the Scope of Services described in Tasks 100 through 500 for a not-to-exceed amount of \$4,720,834. The cost associated with each Task is summarized below and will be billed per Fee Schedule provided in Attachment C. A detailed breakdown of the tasks and associated hours is provided in Attachment D.

The Consultant shall bill City monthly, indicating the services performed and the cost of such services according to the attached fee schedule.

Task	Budget Hours	Budget Amount
Task 100 – Project Management	1,213	\$307,034
Task 400 – Final Design	18,337	\$4,186,288
Task 500 – WRF and Water Utility Support	912	\$227,512
Total	20,462	\$4,720,834

Task	Description	Project Manager/Senior Specialist	Senior Specialist	Senior Professional	Project Professional	Assistant Professional II	Assistant Professional I	Senior Construction Manager	Senior Technician	Technician II	Technician I	Document Processing	Carroll Hours	Carroll Labor Cost	Subcontractants (FIDC)	Equipment Communication Expense (PECE)	Carroll ODCs	Total Engineering Cost	
300	Project Management																		
100	Project Coordination and Progress Reporting	40			24								64	\$ 17,100		\$ 1,024		\$ 18,124	
100	Project Meetings	160	72	154	164	154	125	300	76	20			1,143	\$ 293,928		\$ 3,394	\$ 3,000	\$ 298,322	
	Subtotal Task 1 Hours	180	72	154	178	154	125	300	76	20	0	0	1,213	\$ 277,028	\$ -	\$ 13,408	\$ 10,000	\$ 307,034	
	Subtotal Task 1 Costs	\$ 57,200	\$ 29,880	\$ 48,040	\$ 49,340	\$ 30,640	\$ 26,350	\$ 87,750	\$ 27,000	\$ 16,720	\$ 3,580	\$ -	\$ -	\$ 277,028	\$ -	\$ 13,408	\$ 10,000	\$ 307,034	
400	Final Design																		
410	Design Drawings (50% - 90%)	495	82	1,382	2,206	1,746	1,337		2,089	2,878	903		14,437	\$ 2,898,807	\$ 25,000	\$ 230,591	\$ 1,000	\$ 3,159,288	
415	Final Design Visualizations	16			6				240				264	\$ 59,280		\$ 4,224	\$ 5,000	\$ 68,504	
420	CFD Modeling	16	80				200			24			300	\$ 67,040		\$ 5,100		\$ 72,140	
430	Stormwater Coordination				60		40						100	\$ 18,800		\$ 1,600		\$ 20,400	
435	Odor Control Sampling and Evaluation	0			6		16						4	\$ 90		\$ 7,140		\$ 7,230	
440	Specifications	40	60	300	100	300	40	40					360	\$ 660	\$ 138,700	\$ 42,100	\$ 576	\$ 249,136	
445	Early Work Package	24	24	24	48	48	40	16	60	20			24	\$ 368	\$ 78,252	\$ 5,888		\$ 84,510	
450	Design Workshops (50% - 90%)	48	16	24	24	24	40	40					232	\$ 52,416		\$ 3,712	\$ 1,000	\$ 57,128	
460	Permitting Assistance	32	8	48		40	40						24	\$ 192	\$ 48,960		\$ 3,072	\$ 52,124	
470	Coordination with CM/QC Contractor	48	40	40		60		40	8				236	\$ 58,900		\$ 3,776	\$ 500	\$ 63,176	
480	Quality Check	24	520	208	16			16					4	\$ 1,032	\$ 307,620		\$ 17,472	\$ 325,504	
490	Issued For Permitting Set	16	16	24	24	16	16	40	100	40	40		32	\$ 60,784		\$ 4,400	\$ 2,000	\$ 67,184	
	Subtotal Task 4 Hours	767	1,151	1,858	2,514	1,934	1,746	1,593	88	2,533	2,962	743	248	\$ 18,337	\$ -	\$ 3,069,587	\$ 67,800	\$ 293,391	\$ 4,186,288
	Subtotal Task 4 Costs	\$ 227,473	\$ 333,923	\$ 483,076	\$ 516,324	\$ 384,854	\$ 305,502	\$ 230,830	\$ 23,760	\$ 557,200	\$ 518,281	\$ 127,336	\$ 35,369	\$ 3,069,587	\$ 67,800	\$ 293,391	\$ 5,500	\$ 4,186,288	
5	WRF and Water Utility Support																		
510	One Water Evaluation and Grant Writing	48	240		160	300							40	\$ 820			\$ 13,120	\$ 1,000	\$ 206,880
520	Process Support, Training, and Optimization	8		24		300	40	20					16	\$ 16,560			\$ 1,472	\$ 500	\$ 20,532
	Subtotal Task 5 Hours	56	240	24	160	300	40	20	0	0	0	0	40	\$ 9,880	\$ -	\$ -	\$ 14,592	\$ 1,500	\$ 227,512
	Subtotal Task 5 Costs	\$ 16,240	\$ 69,600	\$ 6,240	\$ 36,800	\$ 59,700	\$ 7,000	\$ 3,000	\$ -	\$ 7,040	\$ -	\$ -	\$ 5,800	\$ 211,420	\$ -	\$ -	\$ 14,592	\$ 1,500	\$ 227,512
	Total Project Hours	1,093	1,463	2,036	2,852	2,388	1,940	1,738	88	2,641	2,982	743	288	20,462	\$ -	\$ -	\$ 3,137,391	\$ 121,000	\$ 4,720,834
	Total Direct Labor Dollars	\$ 290,313	\$ 424,403	\$ 529,356	\$ 656,864	\$ 475,208	\$ 339,452	\$ 280,648	\$ 50,760	\$ 588,360	\$ 521,281	\$ 127,336	\$ 41,769	\$ 4,298,633	\$ 67,800	\$ 293,391	\$ 21,000	\$ 4,720,834	

FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND GROUND ENGINEERING
CONSULTANTS, INC. FOR THE WATER RECOVERY FACILITY EXPANSION,
PHASE 1 PROJECT

1. PARTIES. The parties to this First Amendment are the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Ground Engineering Consultants, Inc., a Colorado Corporation (the "Consultant"), collectively, the "Parties", individually, the "Party".
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1 The Parties entered into a Consulting Agreement dated February 5, 2026 (Agreement), in which the Consultant agreed to provide consulting services for the Broomfield Water Recovery Expansion, Phase 1 Project.
 - 2.2 The parties to this First Amendment desire to amend paragraph 3.1.2 Basic Services, and paragraph 3.4.2 Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A-1 is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. 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. Paragraph 3.1.2, Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform duties in Exhibit A, and the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
 - 3.2. Paragraph 3.4.2, Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, Exhibit A, Exhibit A-1, Exhibit A-2, using the pay request form provided by the City. The total amount shall not exceed \$74,950 including reimbursables.
4. 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. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Amendment and the original 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.

5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This Agreement is executed by the Parties hereto in their respective names as of March 10, 2026.

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

City and County Manager

APPROVED AS TO FORM:

City and County Attorney

CONSULTANT:

Ground Engineering Consultants, Inc.

By:



Name:

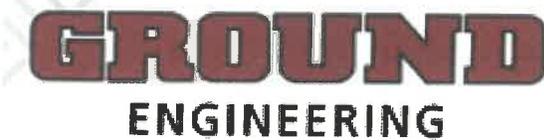
Nick Andrade, Principal

Address:

7393 Dahlia St.
Commerce City, CO 80022

Exhibit A-1

Scope of Work described in the proposal dated December 1, 2025.



December 1, 2025

Subject: Proposal for Materials Testing and
Special Inspection Services, Broomfield Water
Recovery Facility Expansion

Proposal No. 2508-1636 - Revised

Ms. Ronda Jo Ackerman Alford
City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Dear Ms. Ackerman Alford,

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing and special inspection services for the Broomfield Water Recovery Facility Expansion project located at 2985 West 124th Avenue in Broomfield, Colorado. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Additional services beyond those below can be provided. Please contact our office for a fee estimate for additional services that may be needed.

As requested, this estimate includes materials testing and special inspections for construction activities between now and March 2026. We understand the remaining services will be included in a separate contract, issued at a later date.

Fee Estimate

To assist in the budgeting of this project, we are providing the following general scope of services and approximate costs for each service. To prepare this estimate, a number of assumptions were made regarding the project construction sequencing, the actual number of hours and associated tests may be more or less.

The fees outlined below represent an estimate of the time and unit cost for the proposed scope of services, based on our understanding of the project quantities and assuming proper scheduling of our services. The estimate detailed is not inclusive of costs associated with retesting. An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays. Additionally, when a scheduling request is received for services to be completed during night work, a minimum of 8 hours will be billed for each scheduling request. A \$75.00 fee for late notice service requests will be charged per occurrence; which includes requests made after 5:00 PM the weekday prior to or the day of the requested service. The unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

**Broomfield Water Recovery Facility Expansion
 Broomfield, Colorado**

Estimated Time					
Soils Technician	\$85.00	per hour	56	Hours	\$3,640.00
Concrete Technician	\$65.00	per hour	56	Hours	\$3,640.00
Reinforcing Steel Technician	\$75.00	per hour	16	Hours	\$1,200.00
Masonry Technician	\$75.00	per hour	24	Hours	\$1,800.00
Concrete Tech Drilled Pier	\$65.00	per hour	87	Hours	\$5,655.00
Drilled Pier Technician	\$75.00	per hour	261	Hours	* \$20,010.00
Structural Steel/Welding (on-site)	\$85.00	per hour	16	Hours	\$1,520.00
Micropile Technician	\$75.00	per hour	90	Hours	* \$6,900.00
Excavation/Open Hole Technician	\$120.00	per hour	2	Hours	\$240.00
PM Management/Meetings/Review	\$125.00	per hour	70	Hours	\$8,750.00

* If overtime was assumed it is included in the cost estimate provided.

Laboratory Testing and Unit Billing						
Trip Charge			145	Trips @	\$15.00	\$2,175.00
	Soil					
Proctor Compaction			4	Tests @	\$130.00	\$520.00
Proctor Compaction with Rock Correction			1	Tests @	\$200.00	\$200.00
Gradation			5	Tests @	\$75.00	\$375.00
Atterberg Limit (single point)			5	Tests @	\$85.00	\$425.00
	Concrete/Grout					
Concrete Compression Test, Cylinders (each)			725	Tests @	\$18.00	\$13,050.00
2 X 2 inch Cube Compressive Strength			52	Each @	\$50.00	\$2,600.00
	Masonry					
Mortar Compressive Strength			6	Tests @	\$50.00	\$300.00
Masonry Prism Comp. Strength			12	Tests @	\$125.00	\$1,500.00
Grout Compressive Strength			6	Tests @	\$75.00	\$450.00
Total Proposed Estimate						\$74,950.00

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal.
 This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.



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

Meeting Date: Tuesday, March 10, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7G

Subject: Resolution - Broomfield Water Tanks Late Work Package (LWP) Construction and Engineering Amendments

- Resolution No. 2026-45 authorizing and Approving the Amendment to the Consulting Agreement with Burns & McDonnell Engineering, Inc. for Engineering Services During Construction during the Late Work Package for the Broomfield Tanks Project
- Resolution No. 2026-46 authorizing and Approving the Guaranteed Maximum Price Amendment Three to the Construction Agreement with Garney Construction, Inc. for the Broomfield Tanks Project Late Work Package (LWP)
- Resolution No. 2026-47 authorizing and Approving a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services for Tanks Project

Goals: N/A

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

The necessity for additional water storage to support both the communities located east of Main Street and growth in northeast Broomfield has been recognized since the city and county limits were established in 2001. The proposed tank site in Anthem 24 was identified over 20 years ago as the location for a future water tank due to its high ground elevation. Broomfield's water system model confirmed the need for future water system capital expansion at this site. This led staff to work with the Anthem 24 developer to set aside property for future water storage, which was incorporated into the Anthem 24 plat in 2015 and finalized in 2016.

At the [October 18, 2022](#), study session, Broomfield staff provided the Council with a comprehensive overview of Broomfield's water resources, covering past, present, and future aspects. This presentation underscored the importance of ongoing, proactive planning for and securing Broomfield's water supply, as well as ensuring critical water storage as the community continues to expand.

Due to increasing potable water (drinking water) demands, Broomfield requires the ability to store additional water. As Broomfield develops, regular peak-hour usage will result in insufficient water supply and pressure at higher elevations. Additionally, this necessary water infrastructure will be essential to ensure adequate storage and supply for fire flows and mitigation efforts into the future.

Attachments

[Memo for Resolution - Broomfield Water Tanks LWP Construction and Engineering Amendments 3-10-26.pdf](#)

[Resolution No. 2026-45 - Burns & McDonnell.pdf](#)

[Resolution No. 2026-46 - Garney.pdf](#)

[Resolution No. 2026-47 - Ground Engineering for Tanks Project.pdf](#)

[Tanks Consulting Amendment Burns McDonnell Signed.pdf](#)

[Garney-Broomfield Contract - AIA A133 GMP Amendment 2 - Garney Signed.pdf](#)

[Ground Consulting Agreement for Broomfield Water Tanks-Signed.pdf](#)

Memo for Resolution - Broomfield Tanks Amendment Three to the Construction Agreement; a Consulting Amendment with Burns & McDonnell for Engineering Services; and a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services.

Prepared By: Ken Rutt - Director Water Utilities, Jeff Ruger - Deputy Director Water Utilities, RondaJo Ackerman Alford, CIP & Construction Superintendent

Summary

[View Correspondence](#)

[View Presentation](#)

Background

The necessity for additional water storage to support both the communities located east of Main Street and growth in northeast Broomfield has been recognized since the city and county limits were established in 2001. The proposed tank site in Anthem 24 was identified over 20 years ago as the location for a future water tank due to its high ground elevation. Broomfield's water system model confirmed the need for future water system capital expansion at this site. This led staff to work with the Anthem 24 developer to set aside property for future water storage, which was incorporated into the Anthem 24 plat in 2015 and finalized in 2016.

At the [October 18, 2022](#), study session, Broomfield staff provided the Council with a comprehensive overview of Broomfield's water resources, covering past, present, and future aspects. This presentation underscored the importance of ongoing, proactive planning for and securing Broomfield's water supply, as well as ensuring critical water storage as the community continues to expand.

Due to increasing potable water (drinking water) demands, Broomfield requires the ability to store additional water. As Broomfield develops, regular peak-hour usage will result in insufficient water supply and pressure at higher elevations. Additionally, this necessary water infrastructure will be essential to ensure adequate storage and supply for fire flows and mitigation efforts into the future.

Broomfield's water system model identifies critical capital improvements that will be necessary as Broomfield develops. Additional water storage is needed to serve the communities east of Main Street, the northern communities of Broomfield, and ensure sufficient fire flows. The Council's approval of the site development plan amendment (dated September 7, 2023) at the July 24, 2024, council meeting recognized the urgency and strategic importance of this location for future water infrastructure.

Contractor Selection Process

Broomfield issued a competitive request for qualifications (RFQ) for a contractor to serve as the Construction Manager/General Contractor (CM/GC) for the project. The RFQ was open to all interested construction firms. Two Statements of Qualifications were received and staff interviewed both firms. Garney Construction was selected based on qualifications, the number of tank projects completed successfully in Colorado, experience, and project approach.

North Area Water Tanks Early Work Package Approval

Due to current funding constraints, the North Area Water Tank project was planned to be executed in two distinct packages:

- Early Work Package (EWP): This package, presented with available 2025 Budget funds, at the October 28, 2025, Council meeting, Council approved an agreement with Garney Construction for the construction of the Early Work Package (EWP) and the engineering services during construction during the EWP for Burns & McDonnell for the Broomfield North Area Water Tanks. The EWP covered the work until the bond funding could be secured for the Broomfield Tanks project and Council approval of the amendments.
- Late Work Package (LWP): This package plan is to be presented to Council upon securing the necessary bond funding.

Memo for Resolution - Broomfield Tanks Amendment Three to the Construction Agreement; a Consulting Amendment with Burns & McDonnell for Engineering Services; and a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services.

Prepared By: Ken Rutt - Director Water Utilities, Jeff Ruger - Deputy Director Water Utilities, RondaJo Ackerman Alford, CIP & Construction Superintendent

- Similar to the construction agreement, the engineering services during construction agreement was split between the Early and Late Work Packages due to funding limitations. Council approved an agreement for Engineering Services During Construction (ESDC) of the Early Work Package (Resolution 2025-137).

Broomfield has secured the project's bond funding in mid-January 2026. A condition of this bond funding is that 85 percent of the provided funds must be expended within a three-year period.

Staff is now presenting Amendment Three of the CM/GC to Council to allow for the procurement of the remaining equipment and materials, and construction funding to complete the project.

Engineering Services

Staff proposes an amendment to the engineering services agreement with Burns & McDonnell Engineering:

- Engineering Services During Construction (ESDC) of the Late Work Package for professional engineering support during construction of the 2 new water storage tanks, pump station and associated site improvement to accommodate the new storage tanks and pump station to include post construction activities as outlined in the agreement. (Resolution 2026-45).

Geotechnical and Material Testing Professional Services Agreement

Staff proposes an agreement with Ground Engineering for professional services, including geotechnical observation and materials testing services. These are professional services not covered by design engineers such as Burns & McDonnell.

- Geotechnical and Testing professional services during construction for the project (Resolution 2026-46).

Water Tank Construction

Staff proposes an amendment to the construction services agreement with Garney Companies, Inc. The Construction Manager/General Contractor (CM/GC) agreement involves a three-step process:

1. Step One (Completed): Preconstruction Services - This authorizes Garney Construction Inc. to perform preconstruction services, which include reviewing design drawings, providing cost estimates, reviewing on-site conditions, reviewing vendor qualifications, and bidding the work. The initial agreement for these services was for \$196,380 and did not require Council authorization. The preconstruction agreement was amended at the November 14, 2023, Council meeting to provide additional preconstruction services for the Council directed redesign of the Broomfield Tanks Project. (Resolution 2023-148)
2. Step Two: Guaranteed Maximum Price (GMP) Approval - This step involves approving the GMP as an amendment to the CM/GC agreement for the actual construction of the project. Staff presented Amendment Two to the Council for the Early Work Package (EWP) to allow for the procurement of key long-lead equipment and construction funding until bond funding was secured.
3. Step Three: Amendment Three of the construction agreement (Resolution 2026-46). Staff is currently presenting Amendment Three to the Council for the Late Work Package (LWP) to allow for the procurement of remaining equipment and construction funding to complete the project.

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 Fund 40 Available Change of Use Funds (Fund 40)	\$5,630,000

Memo for Resolution - Broomfield Tanks Amendment Three to the Construction Agreement; a Consulting Amendment with Burns & McDonnell for Engineering Services; and a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services.

Prepared By: Ken Rutt - Director Water Utilities, Jeff Ruger - Deputy Director Water Utilities, RondaJo Ackerman Alford, CIP & Construction Superintendent

Sources and Uses of Funds	Amount
Fund 2 Fund 40 Broomfield Water Tanks Bond North Area Water System Improvements - Tank (Growth) (21Q0019,40-70520-55200) 40% \$30,034,925 North Area Water System Improvements - Tank (Operating) (21Q0019,40-70521-55200) 60% \$41,695,687	\$71,730,612
Total	\$77,360,612
Sources and Use of Funds	
Amendment Two to the Construction Agreement with Garney for the Guaranteed Maximum Price (GMP) for the Early Work Package (EWP) (Proposed Resolution No. 2025-131)	-\$4,400,000
Construction Contingency for the Construction Agreement with Garney Construction for the EWP (Proposed Resolution No. 2025-131)	-\$440,000
Amendment Three to the Construction Agreement with Garney for the Guaranteed Maximum Price (GMP) for the Late Work Package (LWP) (Proposed Resolution No. 2026-46)	-\$52,352,477
Construction Contingency for the Construction Amendment with Garney Construction for the LWP (Proposed Resolution No. 2026-46)	-\$5,235,248
Consulting Agreement with Burns & McDonnell, Inc. for Engineering Services During Construction (ESDC) for the Broomfield Tanks for the EWP (Proposed Resolution No. 2025-137)	-\$700,000
Design Contingency for the Consulting Agreement for the ESDC for the Broomfield Tanks for the EWP (Proposed Resolution No. 2025-137)	-\$70,000
Consulting Agreement with Burns & McDonnell, Inc. for Engineering Services During Construction (ESDC) for the Broomfield Tanks for the LWP (Proposed Resolution No. 2026-45)	-\$1,850,385
Design Contingency for the Consulting Agreement for the ESDC for the Broomfield Tanks for the LWP (Proposed Resolution No. 2026-45)	-\$185,036
Consulting Agreement with Ground Engineering for geotechnical and material testing services During Construction for the Broomfield Tanks Project (Proposed Resolution No. 2026-47)	-\$300,000
Contingency for the Consulting Agreement for the Geotechnical and Materials Testing for the Broomfield Tanks (Proposed Resolution No. 2026-47)	-\$30,000
Other Project Expenses: 20-day Letters, CDPHE Permitting Fees, etc. (estimate)	\$20,000

Memo for Resolution - Broomfield Tanks Amendment Three to the Construction Agreement; a Consulting Amendment with Burns & McDonnell for Engineering Services; and a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services.
 Prepared By: Ken Rutt - Director Water Utilities, Jeff Ruger - Deputy Director Water Utilities, RondaJo Ackerman Alford, CIP & Construction Superintendent

Sources and Uses of Funds	Amount
Reimbursement of Funds: Resolution 2025-152 A resolution expressing the intent of the City and County of Broomfield to be reimbursed for certain expenses relating to the construction of water improvements	-\$5,630,000
Projected Balance	\$6,187,466

Prior Council or Other Entity Actions

- Council approved Resolution No 2025-131 Amendment Three to the Construction Agreement with Garney Construction for the EWP, Resolution No. 2025-137 a consulting agreement with Burns & McDonnell for ESDC during the EWP and a resolution expressing the intent of the City and County of Broomfield to be reimbursed for certain expenses relating to the construction of water improvements at the [October 28, 2025](#) meeting.
- Council approved the Amended Site Development Plan (partially buried) for Anthem 24 at the [July 23, 2024](#) meeting.
- Council approved the consulting agreement with Burns & McDonnell for the Redesign of the Tanks (fully buried) and the amendment to the preconstruction agreement with Garney Construction at the [November 14, 2023](#) Council meeting.
- Council approved funding for the Water Fund Capital Projects in the 2024 Budget.
- Council provided direction to staff at the January 10, 2023, study session to proceed with the project with partially buried tanks.
- Council authorized funds in the [2023 Budget](#) for the Broomfield Tank Projects (North Area Water - Tank and 3.2MG Reuse Tank Lowell/Sheridan)
- Council approved an amendment to the consulting agreement with Burns & McDonnell, [April 26, 2022](#), for the Broomfield Tanks: Design Project
- Council approved a consulting agreement with Burns & McDonnell on [July 13, 2021](#), for preliminary design services and a feasibility report.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project and authorize reimbursement from the bond proceeds, the appropriate motion is...

- Proposed Resolution No. 2026-45 Authorizing and Approving the Amendment to the Consulting Agreement with Burns & McDonnell Engineering, Inc. for Engineering Services During Construction during the Late Work Package for the Broomfield Tanks Project in the amount of \$1,850,385.
- Proposed Resolution No. 2026-46 Authorizing and Approving the Guaranteed Maximum Price Amendment Three to the Construction Agreement with Garney Construction, Inc. for the Broomfield Tanks Project Late Work Package (LWP) in the amount of \$52,352,477.
- Proposed Resolution No. 2026-47 Approving a consulting agreement with Ground Engineering for geotechnical and materials testing during Construction in the amount of \$300,000 and including authorization for a 10% contingency.

Memo for Resolution - Broomfield Tanks Amendment Three to the Construction Agreement; a Consulting Amendment with Burns & McDonnell for Engineering Services; and a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services.

Prepared By: Ken Rutt - Director Water Utilities, Jeff Ruger - Deputy Director Water Utilities, RondaJo Ackerman Alford, CIP & Construction Superintendent

Alternatives

Do not proceed with the approval of the contracts, which would halt the project and negatively impact Broomfield's ability to prepare for current and future infrastructure needs, and prepare for future conditions.

Approve the contracts, but do not proceed with the reimbursement resolution. The obligation to repay bondholders remains, regardless of the project's status. Consequently, not proceeding with the reimbursement resolution will negatively impact the water enterprise fund.

RESOLUTION NO. 2026-45

A Resolution Authorizing and Approving the Amendment to the Consulting Agreement with Burns & McDonnell Engineering, Inc. for Engineering Services During Construction during the Late Work Package for the Broomfield Tanks Project

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

Section 1.

The amendment to the agreement, attached hereto, by and between the City and County of Broomfield and Burns & McDonnell Engineering Company, Inc. in the amount of \$1,850,385, 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on March 10, 2026

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

RESOLUTION NO. 2026-46

A Resolution Authorizing and Approving the Guaranteed Maximum Price Amendment Three to the Construction Agreement with Garney Construction, Inc. for the Broomfield Tanks Project Late Work Package (LWP)

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

Section 1.

The Guaranteed Maximum Price Amendment to the AIA Document A 133-2019 Standard Form of Agreement attached hereto by and between the City and County of Broomfield and Garney Construction, Inc. for the Broomfield Water Tanks Project late work package in the amount of \$52,352,477 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on March 10, 2026

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

RESOLUTION NO. 2026-47

A Resolution Authorizing and Approving a Consulting Agreement with Ground Engineering, Inc. for Geotechnical and Material Testing Services the Broomfield Tanks Project

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

Section 1.

The Consulting Agreement, attached hereto, by and between the City and County of Broomfield and Geotechnical and Material Testing Services in the amount of \$300,000, 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.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on March 10, 2026

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

FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND BURNS & MCDONNELL
ENGINEERING CO., INC FOR ENGINEERING SERVICES DURING CONSTRUCTION
FOR THE BROOMFIELD TANKS PROJECT EARLY WORK PACKAGE

1. PARTIES. The parties to this First Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Burns & McDonnell Engineering Co, Inc. a Missouri Corporation (the “Consultant”), collectively, the “Parties”, individually, the “Party”.
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1. The Parties entered into a Consulting Agreement dated October 28, 2025 (Agreement), in which the Consultant agreed to provide consulting services for Engineering Services During Construction for the Broomfield Tanks Project Early Work Package.
 - 2.2. The parties to this First Amendment desire to amend paragraph 3.1.2 Basic Services, and paragraph 3.4.2 Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A-1 is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. 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. Paragraph 3.1.2, Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
 - 3.2. Paragraph 3.4.2, Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City. The amendment amount shall not exceed \$1,850,385, including reimbursables for a total of 2,550,385 (700,000 + 1,850,385).
4. 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. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Amendment and this original 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.

5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This Agreement is executed by the Parties hereto in their respective names as of March 10, 2026.

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

Mayor

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

Burns & McDonnell Engineering Co. Inc.,
a Missouri corporation

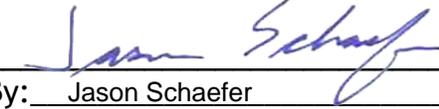

By: Jason Schaefer
Title: 02/11/2026

Exhibit A-1

SCOPE OF SERVICES:

The Broomfield Tanks and Pump Station Construction Phase Services include Engineering support during construction for the following work:

- ▶ Construction of two (2) new 3 MG Type D115 tendon prestressed, partially-buried storage tanks
- ▶ Construction of one (1) new 17 MGD pump station, PRVs, tank fill valves, recommended surge mitigation components, and associated yard piping connections
- ▶ Associated site improvements to accommodate the new storage tanks and pump station

Task Series 400: Construction Phase Engineering Services:

The Scope of Services described herein represents the Consultant's professional engineering activities necessary for engineering services during construction and post-construction activities. Consultant's resident project representative (RPR) services will in no way relieve construction contractors of their obligations for complete compliance with the drawings and specifications. Consultant shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction contractors, or for their safety precautions and programs incident to their work. Consultant shall not be responsible for the failure of construction contractors to perform the work in accordance with the Contract Documents.

Insofar as job site safety is concerned, Consultant is only responsible for its employees' activities on the job site, and this shall not be construed to relieve City or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Consultant, nor presence of Consultant or its employees and subcontractors shall be construed to imply Consultant has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. City agrees that the construction contractors are solely responsible for job site safety, and this intent shall be made evident in City's agreement with all construction contractors. City and Consultant shall be made additional insureds under the construction contractors' general liability insurance policy.

Consultant will not be a party to any construction contract and all authority and responsibility to stop work belongs to the City. Consultant shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract Documents; provided, however, that all interpretations and decisions of Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

By recommending any payment to others, Consultant will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Consultant to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Consultant has made an examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to the City free and clear of any lien, claims, security interests or encumbrances, or that others have completed their work exactly in accordance with the Contract Documents. Notwithstanding the foregoing, it is agreed that, by recommending any payment to others, Consultant does thereby represent that, based on Consultant's evaluation of the work and the data comprising the Contractor's Application for Payment, that, to the best of Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents, that the Contractor is entitled to

payment in the amount certified, and that Consultant knows of no legitimate reason that such payment or any part thereof may or should be withheld.

Consultant has based the scope of services level of effort on a construction duration of 821 days, with support for pre-construction activities starting 3 months prior for an additional 92 days. If more time is required, an equitable adjustment will be made to the Consultant's contract by means of an amendment.

Task 401 – General Management of Construction Contract:

Consultant shall provide for general management of the construction contract. The project manager will review project status and align resources. Consultant shall maintain, at Consultant's office, orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Requests for Information, Construction Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals and other project related documents.

Task 402 – Pre-Construction Conference:

Consultant will conduct a preconstruction conference. This meeting will be held at the City's offices with a virtual option by Microsoft Teams.

Task 403 – Progress Meetings:

Consultant will conduct construction progress meetings. These meetings will be held at the City's offices with a virtual option by Microsoft Teams. This task assumes bi-weekly onsite meetings for 2 months prior to construction beginning and weekly onsite meetings for the construction duration of 27 months. Consultant will take and distribute meeting minutes. Meetings will be attended by the Project Manager and/or Process Engineer, with discipline engineers attending as needed. Hours for the field engineer to attend are included in Task 408, Construction Observation and Field Engineer.

Task 404 – RFI Review and Response:

Consultant will review and respond to RFIs in writing and prepare and issue supplemental drawings and specifications as necessary in response to RFIs. Consultant will maintain a record of RFIs, responses provided to the Contractor, and documentation of each RFI's resolution. This task includes written responses to 130 RFI's with a review, determination, and response time of approximately 4 hour(s) per RFI.

Task 405 – Submittal and Resubmittal Reviews:

Consultant will review submittals for the project and provide a response and status for each submittal. Consultant will maintain a record of submittals, responses provided to the Contractor, and documentation of each submittal. This task includes written responses to 220 submittals with a review, determination, and response time of approximately 3 hour(s) per submittal. This task also includes that each submittal will have 1 resubmittal(s) with a review, determination, and response time of approximately 1.5 hour(s) per resubmittal.

Task 406 – Change Orders/Work Change Directives/Field Orders:

Consultant will review and comment on prospective change orders. Consultant will evaluate and make recommendations to City on change orders. Consultant will provide Work Change Directives and Field Orders as needed. Consultant will track changes and obtain City approval prior to returning direction to the Contractor. This task assumes 10 change orders at an average review and response time of 10 hour per order, 10 Work Change Directives at an average review and response time of 10 hour per directive, and 20 Field Orders at an average review and response time of 10 hours per order.

Task 407 – Periodic Site Visits by Engineer:

This task includes one (1) site visit every other week for one (1) engineer (discipline, process, pipeline, or project manager). Each site visit is assumed to be four (4) hours in duration, including travel.

Task 408 – Construction Observation and Field Engineer:

Consultant will provide a field engineer to observe and record the construction progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents. The field engineer will be on site for 27 months of the construction period. This task includes hours for the field engineer to be on-site for 9 hours a day, 3 days a week for 100% of the project, or 3,132 hours. If more observation time is required, an equitable adjustment will be made to the Consultant's contract by means of an amendment. The field engineer will:

- Provide observation of construction progress and of the quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents.
- Review delivered and on-site materials for general conformance with the design documents and approved submittals.
- Prepare and submit weekly construction observation reports to the City.
- Provide construction photos of construction activities.
- Attend weekly progress meetings.
- Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel.
- Participate with Contractor and City regarding start-up, testing, and commissioning. The Contractor will be responsible for start-up, testing, and commissioning.
- Report to process engineer and/or project manager, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.
- Review monthly pay applications with City and provide approval/suggested modifications after review.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on a weekly basis to observe if contractor is documenting field changes to the work in a common set of drawings/specifications.
- Conduct special inspections of the following:
 - Concrete Construction
 - Mix Design
 - Reinforcement
 - Formwork
 - Curing
 - Anchors Cast in Concrete
 - Anchors Post Installed in Concrete
 - Masonry Construction
 - Reinforcing
 - Size
 - Placement
 - Conditions
 - Structural Steel
 - Material Verification – Structural Steel
 - Material Verification – High-Strength Bolts
 - Material Verification – Cold-Formed Steel Deck
 - Steel Frame Joint Details
 - High-Strength Bolting
 - Open Web Joists

- End Connections and Bridging
- The following special inspections will be provided by the City or Contractor and are not the responsibility of Consultant:
 - Material Testing
 - Steel
 - Skidmore testing of bolts.
 - Concrete
 - Fabricate specimens for strength, perform slump, air content and temperature.
 - Soils
 - Subgrade Preparation
 - Deep Foundation Inspections
 - Masonry
 - Verification of f'm
 - Verification of grout and mortar properties
 - Structural steel welding

Post-Construction Engineering:

Task 409 – Support for Pipe Flushing Activities:

This task includes support for pipe flushing activities, including two (2) site visits by the pipeline engineer during flushing activities, and office engineering support to assist in planning prior to and provide guidance to the City and Contractor during pipe flushing activities.

Task 410 –Start-Up:

Start-up shall be performed by the City and Contractor with Consultant, as needed, for operating recommendations. The City's Operation Staff shall oversee operations once water is introduced into the system. The Contractor shall complete instrumentation and control construction (installation and adjustment) including all items that require water to be present.

Task 411 – Pre-Start-Up Workshop:

Consultant will conduct a pre-start-up planning workshop with the City and Contractor prior to introducing water into the system.

Task 412 – Arch Flash Study:

Consultant will perform a short circuit analysis to evaluate if the equipment is rated for maximum available fault current. Where possible, the arc flash hazard at the equipment will be reduced by adjusting the trip unit settings of the breakers while maintaining protective device coordination. Arc Flash labels conforming to NFPA 70E requirements will be provided for the electrical equipment based on the arc flash hazard analysis upon completion of electrical system studies. It is assumed the Contractor will print labels. Consultant will provide an Arc Flash Study report to summarize the results.

Consultant assumes that the contractor will provide assistance in data collection required and adjustment to circuit breaker settings as required.

Task 413 – Substantial Completion Inspection and Punchlist

Consultant will participate in the field walks of the site with the City and the Contractor. Consultant will generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. This task assumes eight (8) hours each for five (5) discipline engineers, the process engineer, and the project manager to perform the site walk. The task also includes hours for punch list preparation/tracking and certificates of substantial completion.

Task 414 – Final Completion Inspection and Punchlist

Once the Contractor has indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted. The fee assumes two (2) discipline engineers, the project engineer, and the project manager will perform the final field visit and develop final completion letter.

Task 415 – CDPHE Certifications:

Consultant shall issue CDPHE Certification of completion per approved design and/or work through changes to assist City with final approval from CDPHE for construction.

Task 416 – Conforming to Construction Record Drawings:

Following the construction, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Consultant will prepare conforming to construction drawings from the Contractor supplied redlines. A hard copy, pdf copy, point files and/or AutoCAD files of the information will be provided to the City.

Task 417 – Warranty Phase Services:

Consultant will conduct one (1) end of warranty walk with the City and Contractor at the end of the Contractor's warranty period. In addition to the warranty walk, Engineer will provide up to 40 hours of services for answering warranty-related questions.

Task 418 – Project Closeout:

This task includes provisions for the Consultant to close out project documentation. This task will be conducted in the office and will include final discussions with the Contractor, punch list items, final payment, and other documents required by the contract documents for final completion and final payment.



Task Series	Task Description
Task 401	General Management of Construction Contract
Task 402	Pre-Construction Conference
Task 403	Progress Meetings
Task 404	RFI Review and Response
Task 405	Submittal and Resubmittal Reviews
Task 406	Change Order/Work Change Directives/Field Orders
Task 407	Periodic Site Visits by Engineer
Task 408	Construction Observation and Field Engineer
Task 409	Support for Pipe Flushing Activities
Task 410	Start-Up
Task 411	Pre-Start-Up Workshops
Task 412	Final Construction Inspection and Punchlist
Task 413	Substantial Completion Inspection and Punchlist
Task 414	Final Completion Inspection and Punchlist
Task 415	CDPHE Certification
Task 416	Conforming to Construction Record Drawings
Task 417	Warranty Phase Services
Task 418	Project Closeout
Task Subtotal	

Project Manager	Process Engineer	Pipeline Engineer	Structural Engineer	Electrical and I&C Engineer	Mechanical Engineer	Civil Engineer	Architectural Engineer	Field Engineer	Project Assistant	CAD/C
Nicole Richardson	Julia Davis Kathleen Schaeferman	Annie Cashion	Shawn Dalgljish Megan Neil	Mark Hopkins John Hayes	David Olson	Josh Lee Clare Harris	Jennifer Dear Ryan Lang	Ben Hendricks	Ashley Cleveland	Kristin Weiss Amelia Rendon
406	8								464	
8	8	48	48	48	8	24	8			
300	480	20	80	100	8	24	20			
104	144	96	144	216	40	64	80			
94	256	40	24	80		16				
80	160	8	40	32		12				
48	96							3132		
24	24	88								
48	112			40						
8	8			8						
8	8			16						
16	16		8	8	8	8	8			
16	16		8	8	8	8	8			
12	24		8	8	8	8	8			
12	24		8	8	8	8	8			
22	64	8	20	40	8	24	8			80
16	40									
1282	1484	308	372	788	72	172	124	3132	464	80
1282	1494	308	372	788	72	172	124	3132	464	80

Total Hours	Total Cost	Expenses	Subtotal
870	\$ 259,202	\$ 10,388	\$ 269,570
16	\$ 4,968	\$ 199	\$ 5,167
1024	\$ 295,931	\$ 18,805	\$ 314,736
520	\$ 129,666	\$ 5,193	\$ 134,749
990	\$ 243,842	\$ 9,764	\$ 253,605
400	\$ 110,059	\$ 4,402	\$ 114,462
238	\$ 58,034	\$ 5,805	\$ 63,839
3132	\$ 1,013,922	\$ 62,810	\$ 1,076,732
136	\$ 38,741	\$ 1,950	\$ 40,290
200	\$ 58,034	\$ 2,381	\$ 60,398
24	\$ 6,181	\$ 238	\$ 6,419
24	\$ 6,181	\$ 238	\$ 6,419
72	\$ 19,306	\$ 1,308	\$ 20,614
48	\$ 12,130	\$ 753	\$ 12,883
36	\$ 10,876	\$ 436	\$ 11,311
54	\$ 65,784	\$ 2,631	\$ 68,415
52	\$ 15,945	\$ 638	\$ 16,583
86	\$ 18,784	\$ 871	\$ 19,655
8288	\$ 2,420,073	\$ 130,312	\$ 2,550,385

AIA[®] Document A133[®] – 2019 Exhibit A – Late Work Amendment

Guaranteed Maximum Price Amendment

This Amendment dated the «Tenth » day of « March » in the year « 2026 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « First » day of « November » in the year « 2025 » (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Broomfield Tanks Project
«3473 W 152nd Ave »
«Broomfield CO 80029 »

THE OWNER:
(Name, legal status, and address)

City and County of Broomfield, Colorado municipal corporation and county
One Des Combes Drive Broomfield, Colorado 80020
« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Garney Companies, INC.
1700 Swift Street, Kansas City, MO 64116
« »
« »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.1 The Contract Sum for the Early Work Package was guaranteed by the Construction Manager not to exceed Four Million Four-Hundred Thousand Dollars and No Cents (\$4,400,000). The overall project costs will total Fifty-Six Million Seven Hundred Fifty-Two Thousand Four Hundred Seventy-Seven dollars and Zero Cents (\$56,752,477). Total to be guaranteed by the Construction Manager per this current amendment is the remaining Fifty-Two Million Three-Hundred Fifty-Two Thousand Four Hundred Seventy-Seven Dollars and Zero Cents (\$52,352,477).

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit A.1 – Owner’s Summary of GMP

<< >>

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

<<>>

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit A.2 – Technical Specifications – Burns & McDonnell Project No. 13503 IFC May 2025
Current Edition of Broomfield Standards and Specifications
« »

Section	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit A.3 – Drawings – Burns & McDonnell Project No. 13503 IFC May 2025
« »

Number	Title	Date
N/A	N/A	N/A

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A	N/A	N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Incl. in GMP	Incl. in GMP

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit A.4 – Assumptions & Clarifications – Garney GMP 9/9/2025
 << >>

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A
 << >>

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

SM&RC – D115 Tank Design
 << >>

ARTICLE A.5 ADDITIONAL PROVISIONS FOR COMPLIANCE WITH COLORADO LAW

The Parties agree that the following additional provisions are hereby incorporated into the Agreement and shall be incorporated consistent with Colorado law:

COLORADO LABOR. If the contract price exceeds \$500,000, the Construction Manager 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.

INDEPENDENT CONTRACTOR. The Construction Manager is an independent contractor as provided in C.R.S. § 8-40-202(2). The Construction Manager is not entitled to workers' compensation benefits and the Construction Manager is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.

FINAL PAYMENT. Upon satisfactory completion of the Work, the City Representative will provide the Construction Manager with a written acceptance of the Work as set forth in the Agreement. Final 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.

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 Construction Manager warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement.

CHANGE ORDERS. 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 Construction Manager 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 Construction Manager prior to the execution or other finalization of a change order or contract amendment, and (ii) the Construction Manager has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the Construction Manager for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement and its amendments.

LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Construction Manager, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Construction Manager will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$2,000 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Construction Manager under this Agreement or, at its option, to collect such liquidated damages directly from the Construction Manager or its surety.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« » **Joel Heimback - Director**

(Printed name and title)

CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND GROUND ENGINEERING CONSULTANTS, INC.
FOR THE BROOMFIELD WATER TANKS

1. **PARTIES.** The parties to this Consulting Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Ground Engineering Consultants, Inc. (the “Consultant”), 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 in the body of this Agreement.
 - 2.1. The City desires to obtain consulting services in connection with the Broomfield Water Tanks Project (the “Project”).
 - 2.2. The Consultant provides professional services and is qualified to perform services required by the City for the Project.
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. **Obligations of the Consultant.**
 - 3.1.1. *General.* The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.
 - 3.1.2. *Basic Services.* The Consultant shall perform the Basic Services described in Exhibit A attached hereto and incorporated by this reference and elsewhere in this Agreement.
 - 3.1.3. *Extra Services.* Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.
 - 3.1.4. *Authorization to Proceed.* No work on the Project shall be performed by the Consultant until written Authorization to Proceed has been issued by the City. If the Consultant proceeds with any work prior to receipt of said Authorization, the City is not responsible for payment for such work.
 - 3.1.5. *Completion Date.* The Consultant shall complete the services of this Agreement within 1080 days following the date of the Authorization to Proceed. Additionally, the Consultant shall provide a report within 48 hours after completion of the inspection or site visit.

3.2. Obligations of the City.

- 3.2.1. *General.* The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of work. All approvals and authorizations shall be in writing.
- 3.2.2. *Changes in Work.* Any changes with regard to the Consultant's cost, time requirements of performance, or scope of the work must be in writing and approved by the Parties hereto prior to any work or services being performed in contemplation of said change.
- 3.2.3. *Materials and Services to be Furnished by the City.* The City agrees to furnish the Consultant any material in the possession of the City to the extent that such material, in the opinion of the Project Manager, is readily available and will assist the Consultant in performing the work. The Consultant agrees to request such material in advance so as not to jeopardize the work schedule or meeting arrangements. The City shall not unreasonably withhold such material.

3.3. Commencement and Completion.

- 3.3.1. The Consultant shall commence work on the first working day following receipt of a written Authorization to Proceed issued by the City, or such later date as indicated in the Authorization to Proceed.
- 3.3.2. If due to Acts of God, public emergency, or acts of a public enemy, it becomes apparent that this Agreement cannot be fully completed within the agreed time, the Consultant shall so notify the City in writing at least thirty days prior to any scheduled completion date, in order that the Consultant and the City may review the work accomplished to date and determine whether to amend this Agreement to provide additional time for completion.

3.4. Payments to Consultant.

- 3.4.1. *Aggregate Limit.* Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed \$300,000 including reimbursables based on the Fee Schedule provided and included in the proposal.
- 3.4.2. *Billing.* The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City.
- 3.4.3. *Payment by City.* The City will pay each bill in full within 30 days of receipt of payment request and supporting documentation. Consultant shall furnish such additional documentation as the City shall reasonably require. Incorrect payments to the Consultant due to omission, error,

fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Agreement or other contracts between the City and the Consultant.

3.4.4. *Inspection of Records.* The Consultant will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the work to be performed hereunder.

3.5. Termination.

3.5.1. *For Cause.* This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.

3.5.2. *Without Cause.* In addition to the foregoing, this Agreement may be terminated by the City, in whole or in part, for its convenience and without cause of any nature by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further services 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 Consultant 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.

3.5.3. *Upon Termination.* In the event of such termination, the Consultant will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Consultant under this Agreement will cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

3.5.4. *Dispute Resolution.* A Party seeking to terminate for cause must notify the other Party of its intent and provide written notice specifying the facts supporting any alleged material breach. Within fourteen (14) days after receipt of such notice, the Parties shall meet to resolve the matters described in the written notice. If either Party believes that mediation would assist in resolving the matters described in the written notice, the Parties shall participate in mediation with a mutually acceptable mediator, to be conducted no later than sixty (60) days after

receipt of the written notice of intent to terminate for cause. Mediation shall take place in Broomfield, Colorado and the Parties agree to split the costs of mediation.

- 3.6. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultant hereunder. Such suspension may be accomplished by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep his total charges to the City for services under the Agreement to the minimum.
- 3.7. Laws to be Observed. The Consultant 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.
- 3.8. Permits and Licenses. The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.
- 3.9. Patented Devices, Materials, and Processes. The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.

4. INSURANCE AND INDEMNIFICATION.

4.1. Standard of Care.

- 4.1.1. *Professional Liability*. The Consultant shall exercise in its performance of the Basic Services and Extra Services, if any, the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.
- 4.1.2. *Indemnification*. The Consultant shall indemnify, defend and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to,

reasonable attorneys' fees, arising out of or resulting from the performance of the Basic Services or Extra Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. 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 4.1.2. Further, this indemnification is intended to comply with and be subject to Section 13-50.5-102 (8), C.R.S. as amended from time to time.

- 4.1.3. *No Limitation on Claims.* In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 4.1.2 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 Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.

4.2. Insurance.

- 4.2.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit B.
- 4.2.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.
- 4.2.3. *Valuable Papers.* Furthermore, the Consultant shall carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data related to the services covered by this Agreement in the event of their loss or destruction until

such time as the final submission by the Consultant has been made and accepted by the City.

5. **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 Consultant. The Consultant shall not replace the Consultant Representative unless: (a) the City requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The City must approve a substitute Consultant Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
 - 5.1. The City designates the Water Utilities CIP Construction Superintendent as the authorized representative of the City under this Agreement. Email address is ralford@broomfield.org.
 - 5.2. Consultant designates James Booze as the authorized representative of the Consultant under this Agreement. Email address is james.booze@groundeng.com.

If the Consultant 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.

6. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
7. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Consultant 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 Consultant under this Agreement. The Consultant 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 Consultant without the express written consent of the City.
8. **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.

9. 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. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. 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 Consultant. The City's fiscal year is currently the calendar year.
10. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
11. 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 former shall supersede.
12. 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 Consultant invoice, Consultant 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 Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
13. 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.
14. 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. 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.

16. DOCUMENTS. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.
17. RECORDS RETENTION. The Consultant 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 Consultant 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.
18. 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 Consultant, to solicit or secure this Agreement.
19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
27. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
28. LAWS TO BE OBSERVED. The Consultant 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.
29. 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. 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.

30. EXECUTION; ELECTRONIC SIGNATURES. 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. 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.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of March 10, 2026.

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

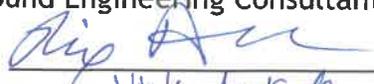
City and County Manager

APPROVED AS TO FORM:

City and County Attorney

CONSULTANT:

Ground Engineering Consultants, Inc.

By: 

Name: Nick Andrade, Principal

Address: 2/12/2025
7393 Dahlia St.
Commerce, CO 80022

EXHIBIT A

Basic Services

The Basic Services with milestones or other Schedules for completion is as described in the proposal dated August 8, 2025 and further summarized below/in the attached pages:

GROUND ENGINEERING

February 11, 2026

Subject: Proposal for Materials Testing and
Special Inspection Services, Broomfield Water
Tanks

Proposal No. 2602-0314

Ronda Jo Ackerman Alford
City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing and special inspection services for the Broomfield Water Tanks project. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Additional services beyond those below can be provided. Please contact our office for a fee estimate for additional services that may be needed.

Proposed Unit Rates/Fees – our services will be completed at the rates outlined in the attached fee schedule. We propose a not-to-exceed fee of \$300,000.00, without written approval from the City and County of Broomfield.

An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays. Additionally, when a scheduling request is received for services to be completed during night work, a minimum of 8 hours will be billed for each scheduling request. A \$75.00 fee for late notice service requests will be charged per occurrence; which includes requests made after 5:00 PM the weekday prior to or the day of the requested service. The unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

Service Agreement/Proposal Conditions

The scope addressed by this proposal does not include project management or geotechnical engineering services, other than any specifically identified herein, and our services will only be provided as scheduled by the client or their designated representatives (including the contractor or pertinent subcontractors). Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount estimated above. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" is included and is part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule".

Thank you for considering us for the materials testing and special inspection services on this project.

Sincerely,
GROUND Engineering Consultants, Inc.



Levi KlingSmith

**Broomfield Water Tanks
 Broomfield, Colorado**

**GROUND
 ENGINEERING**

FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION		MANAGEMENT AND ENGINEERING	
Rates are hourly and time is round trip from office to project site and return			
• Soil, Concrete and Asphalt Testing	\$65.00	• Project Management-Review /Supervision	\$125.00
• Rebar, Masonry, Piers, CTS	\$75.00	• Senior Project Engineer/Geologist	\$200.00
• Root Tension, Spray Applied Fireproofing	\$85.00	• Project Engineer/Geologist	\$180.00
• Pipe Rep. FF/T, Coring, Blot Moist. Pull Test	\$95.00	• Staff Engineer/Geologist	\$120.00
• Retaining Soil Nail Wall Observation	\$95.00	• Open Hole, Field Engineer	\$120.00
• Concrete, Precast Inspection	\$105.00	• Principal Engineer, Senior Project Manager	\$255.00
• Certified Welding Inspector (CWI)	\$95.00	• Overtime (Over 8hrs/day weekends, after 6pm) rate = \$15.00	
• Certified Building Inspector	\$95.00	• Trip Charge (covers vehicle and equipment)	\$15.00
• Certified Fire Stop Inspector	\$195.00	• Interest charged after 30 days from invoice date	1.5%
• Late Notice Request (per occurrence)	\$75.00		

Fees for late notice service requests include requests made after 5:00 PM the week day prior to or the day of the requested service. This unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

MISCELLANEOUS

These units are on a project by project basis and will only apply as detailed in the proposal			
• Construction and Quality Management, Civil Inspection	Quote	• Mobile Laboratory and Outside Lab Services	Quote
• Out-of-Town living, travel, equip. rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pie Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote		

LABORATORY TESTING

Soil and Aggregate		Concrete	
Proctor Compaction	\$130.00	Concrete Compression Test, Cylinders (each)	\$14.00
Proctor Compaction w/ 2h Rock Correction	\$200.00	2 x 2 in. Cube Compressive Strength	\$50.00
Ashberg Limit (Single Point)	\$65.00	Core Compressive Strength (shotcrete/concrete)	\$75.00
Gradation	\$75.00	Compressive Strength-CISM Cylinders	\$75.00
No. 200 Wash	\$30.00	Concrete Flexural Test, Beams	\$70.00
Gradation and Hydrometer	\$200.00	Maturity Data Logger (each)(Bluetooth)	\$200.00
Specific Gravity of Fine Aggregate	\$15.00	Maturity Data Logger (each)(wired)	\$100.00
Natural Density and Moisture Content	\$20.00	Moisture Cappers (each)	\$150.00
TR-Value	\$425.00	Relative Humidity Sensors (ASTM F2170) (each)	\$150.00
Soil Cement Proctor	\$200.00	Shotcrete Comp. Str. (per panel)(up to 3 cores)	\$225.00
Compressive Strength of CTS (per set of 4)	\$400.00	Maturity Meter Strength Correlation	\$3,500.00
Compressive Strength of CTS (each)	\$100.00	Concrete to Steel Bond	\$6,500.00
CGOT (ph, Resistivity, Chlorides, Sulfates)	\$280.00	Asphalt	
pH	\$55.00	AC Content and Extracted Gradation	\$190.00
Water Soluble Sulfates	\$80.00	Sp. G.(SSD), Stability, Flow (Marshall)	\$400.00
Carbonate Content of Soils	\$200.00	Specific Gravity (SSD) and Voids (Oyratory)	\$325.00
Permeability (Triaxial or Flex-w all)	\$400.00	Theoretical Maximum Specific Gravity	\$125.00
Alkal Silica Reactivity	\$475.00	Modified Lottman (TSR)	\$400.00
Denver Swell	\$100.00	Ignition Oven Calibration	\$615.00
Direct Shear	\$900.00	Bulk Sp. Gr. of Comp. Asphalt Cores (per 10')	\$45.00
Sand Equivalent	\$15.00	Stability (Oyratory) Heem	\$150.00
Relative Density	\$275.00	Asphalt Moisture Content	\$25.00
Clay Lumps and Friable Particles	\$65.00	Micro Deval	\$300.00
Flat or Elongated Particles	\$40.00	Masonry	
Sulfate Soundness	\$400.00	Mortar Compressive Strength	\$50.00
Fractured Flakes	\$85.00	Masonry Prism Comp. Strength	\$125.00
Los Angeles Abrasion	\$200.00	Grout Compressive Strength	\$75.00
Uncompacted Voids	\$15.00	Compressive Strength CMU/Brick Coupon	\$125.00
Spec. Gr. Gravity of Coarse Aggregate	\$70.00		
Soil Stabilization Mixture Analysis	\$3,500.00		
Lab Rush Charge	\$250.00		

EXHIBIT B
INSURANCE REQUIREMENTS

CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Professional Liability

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- 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, 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 affect recovery.

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

Insurance Requirements - Including Professional Liability		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	<p>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.</p> <p>Note: For contracts involving vendor/contractor contact with minors or at-risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	<ul style="list-style-type: none"> \$1,000,000 Each occurrence \$2,000,000 General Aggregate (Per Project) \$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)
2.	<p>Automobile Liability Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</p>	<ul style="list-style-type: none"> \$1,000,000 combined single limit If hazardous materials are transported, an MCS 90 form shall be included <u>on</u> the policy
3.	<p>Workers' Compensation Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</p> <p>This requirement shall not apply if exempt under Colorado Workers' Compensation Act, AND when providing the sole proprietor waiver form.</p>	Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate
4.	<p>Professional Liability Contractor will purchase and maintain professional liability insurance covering any <u>damages</u> caused by an error, omission or negligent professional act to include the following: Coverages:</p> <ul style="list-style-type: none"> If coverage is Claims Made, a retroactive date prior to the inception of the work If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 Per Claim \$2,000,000 General Aggregate
<p>Additional Insured - The following shall be named an Additional Insured: 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 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.</p> <p>Certificate Holder is: City and County of Broomfield One Descambes Drive Broomfield, CO 80020-2495 cert@cates@broomfield.org</p>		

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