



MEETINGS OF THE *Broomfield Council*

BROOMFIELD COUNCIL MEETING AGENDA

TUESDAY, AUGUST 11, 2026

6:00 PM

Broomfield Council Chambers

George Di Ciero City and County Building

One DesCombes Drive

Broomfield, CO 80020

1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. Proclamation - National Nonprofit Day
- 2.B. Proclamation - SMART Week
- 2.C. Presentation and Invitation to the 2026 NatureFest

3. Councilmember Reports

4. Public Comment

5. Reports

- 5.A. Master Services Agreement Quarterly Report - June 2026

6. Consent Items

- 6.A. Minutes for Approval
- 6.B. Markel Wottge Open Space Plan Implementation Agreement (Resolution 2026-39)
- 6.C. Agreement Regarding City Park Channel & Main St Improvements (Resolution No. 2026-84)
- 6.D. Establishing an Electric Vehicle (EV) Charging Stations Fee Structure for Stations on Broomfield Property (Resolution No. 2026-98)

7. Action Items

- 7.A. Approving Changes to the Broomfield Code Related to Expired Registrations (Public Hearing and Second Reading for Ordinance No. 2300)

- 7.B. District Attorney's Proposed Resolution for a Potential Ballot Question Regarding the 17th Judicial District DA Term Limits (Resolution No. 2026-85)
- 7.C. Considering a Rail District Station Narrative for Joint Service and Front Range Passenger Rail (Resolutions 2026-86 and 2026-101)
- 7.D. Referring a Lodging Tax Ballot Question to the November 3, 2026 Election (Resolution No. 2026-105)

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, religion, 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: August 5, 2026



Meeting Date: August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Lisana Muñoz, Director of Human Services

Memo Title/Subject: Nonprofit Day Proclamation for August 17, 2026

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

This memo is informational only and to support the proclamation of August 17, 2026, as National Nonprofit Day.

Summary

Nonprofit organizations play a vital role in advancing Broomfield's health, safety, and welfare of residents and enrich cultural, scientific, and artistic opportunities within the community. The City and County of Broomfield maintains a robust and long-standing commitment to its nonprofit community, formally established by a comprehensive [policy adopted in 2009](#) (updated most recently in [2024](#)) for community outlays for public purposes. Many of these local nonprofits—such as the Broomfield Council on the Arts and Humanities, Broomfield Veterans Museum, and Art As Action and Colorado Fine Arts Association—receive grant support from Broomfield's Scientific and Cultural Facilities District (SCFD) funding. The City and County of Broomfield supports smaller-scale initiatives through its Arts, Culture, and Science Grant Program. Past recipients include several Broomfield schools, Broomfield STEM, and Bal Swan Children's Center.

Financial Considerations

N/A

Prior Council or Other Entity Actions

- [Resolution 2009-128](#) - City Council adopted a comprehensive policy on community outlays for public purposes.
- [Resolutions No. 2024-108](#) - Council amended the policy and process.
- [Resolutions No. 2026-10, -11, -12](#) - Council approved the 2026 grant funding to nonprofit agencies.

Boards and Commissions Prior Actions and Recommendations

N/A

Detailed Background/Additional Information/Project Details

This memorandum proposes a proclamation to formally recognize August 17, 2026, as Nonprofit Day in the City and County of Broomfield, in alignment with [National Nonprofit Day](#), acknowledging the invaluable

Meeting Date: August 11, 2026

Memo for Nonprofit Day Proclamation for August 17, 2026

Prepared By: Mandy Walke, Nonprofit & Community Engagement Manager, Department of Human Services

contributions of nonprofit organizations to our community's health, welfare, and cultural enrichment. The City and County of Broomfield has a long-standing commitment to supporting nonprofit organizations that serve its residents.

Key Contributions of Nonprofit Organizations

Nonprofit agencies play a vital role in addressing diverse and critical needs within the Broomfield community, contributing significantly to its [Strategic Outcomes of Economic and Community Vitality and Safe, Supportive, and Inclusive Community](#). They often fill service gaps and provide crucial support that complements the City and County's direct services.

Examples of the essential services provided by Broomfield's nonprofit partners include:

- **Intellectual/Developmental Disabilities Services:** A&I Avenues serves as Broomfield's Case Management Agency (CMA) for individuals with intellectual/developmental disabilities (IDD) to access local, state, and federally funded programs. Services include educational, therapeutic, job training, recreational activities, and family support.
- **Mental Health Services:** Clinica Family Health & Wellness provides behavioral health outreach, assessment, treatment, and recovery services to Broomfield residents, particularly the medically indigent population.
- **Basic Needs and Self-Sufficiency:** Broomfield FISH operates a food bank and provides emergency basic need services for low-income residents, assisting them in moving toward self-sufficiency through services like rental and utility assistance, and family resource center programming.
- **Grant Administration and Community Support:** The Broomfield Community Foundation (BCF) receives, administers, and disburses funds for various public and charitable causes, including human services, senior services, arts, and educational needs. BCF also plays a critical role in partnering with the Department of Human Services (DHS) for grant administration, especially for Tier 1 & 2 grant funding, streamlining the process for smaller nonprofits.
- **Other Vital Services:** Many other nonprofits, such as F.R.I.E.N.D.S. of Broomfield (supporting individuals with developmental disabilities), A Precious Child, Almost Home, Boulder Valley Health Center, Court Appointed Special Advocates (CASA) of Adams and Broomfield Counties, and Community Food Share, contribute significantly to the well-being of Broomfield residents. A full list of nonprofit grant recipients and service details is available in this [January 2026 City Council Memo](#).

Broomfield Community Services Network

In addition to the grant programs above, nonprofits can participate in the Broomfield Community Services Network (BCSN). This network serves as the Nonprofit Consortium, a vital platform for collaboration and capacity building within Broomfield's nonprofit ecosystem. The Broomfield Community Foundation (BCF) plays a central role in facilitating the BCSN, with its primary purpose being to connect social service providers and build capacity for greater collaborative impact.

The BCSN resources local leaders to serve the community in more equitable and accessible ways through various activities, including monthly meetings, training, a weekly newsletter, and special events. The BCSN maintains communication with over 620 individuals from different organizations in Broomfield. This network is crucial for fostering Economic and Community Vitality and a Safe, Supportive, and Inclusive Community. Notably, the BCSN is also piloting mental health programming for staff of nonprofits serving Broomfield. By strengthening behavioral health and resilience, BCF believes the initiative will strengthen service delivery and support more stable, effective systems for Broomfield residents.

Meeting Date: August 11, 2026

Memo for Nonprofit Day Proclamation for August 17, 2026

Prepared By: Mandy Walke, Nonprofit & Community Engagement Manager, Department of Human Services

Council members are invited to attend the September 9, 2026, BCSN meeting at the Health and Human Services building from 11:30 a.m - 12:30 p.m.

Action Items

The City and County of Broomfield Department of Human Services (DHS), in collaboration with the Broomfield Community Foundation (BCF), will be seeking applicants for the 2027 Nonprofit Grants Program. This program aims to address critical human services needs and supports Broomfield's strategic community goal of being a Thriving, Diverse, Safe, and Welcoming Community. The prequalification process opens August 13th. More information can be found at [Broomfield's Grants and Loans webpage](#).

Volunteer/Donate

There are many ways to support community nonprofit organizations through the Broomfield Community Foundation—whether through a tax-deductible donation to one of their community impact funds or by volunteering time on a grant review committee for one of their many grant cycles throughout the year. A gift to their [iGIVE365 program](#) helps support their grant cycles with 100% of donations going directly to nonprofits serving Broomfield with no administrative fees. Community grant review volunteers are needed and can choose to focus on the causes that matter most to them, supporting areas like human services, education, seniors, the arts, civic or youth projects, or an array of diverse scholarship programs. These contributions from community members provide essential support and help drive meaningful change in the community. To learn more, email tiffany@broomfieldfoundation.org.



Proclamation

PROCLAMATION DECLARING AUGUST 17, 2026, AS NATIONAL NONPROFIT DAY

WHEREAS, *there are numerous local community organizations that provide health and human services, as well as community cultural, scientific, and artistic services that profoundly benefit the residents of the City and County of Broomfield; and*

WHEREAS, *these organizations annually seek grant funds from the City and County to provide programs and services that advance the health, safety, and welfare of Broomfield residents, and to enrich cultural, scientific, and artistic opportunities within our community; and*

WHEREAS, *the Broomfield City Council, through a policy adopted in 2009 and subsequently amended, has demonstrated its unwavering commitment to a uniform, fair, thoughtful, comprehensive, and consistent review of these critical funding requests; and*

WHEREAS, *nonprofit organizations serve as a cornerstone of our community, addressing vital needs such as intellectual/developmental disabilities support, mental health services, emergency basic needs, and providing cultural and educational programs, thereby contributing to a thriving, diverse, safe, and welcoming Broomfield; and*

WHEREAS, *the City and County of Broomfield partners with and provides significant financial support to these organizations, including A&I Avenues, Clinica Family Health & Wellness, Broomfield FISH, the Broomfield Community Foundation, and many other dedicated agencies, whose tireless efforts are essential to the well-being of our citizens.*

BE IT FURTHER RESOLVED that we urge all residents to recognize and support the invaluable contributions of nonprofit organizations and their dedicated staff and volunteers, who are essential partners in building a stronger, healthier, and more vibrant community for all.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim August 17, 2026, as:

Nonprofit Day In Broomfield

In witness whereof, I hereunto set my hand and official seal on this the 11th day of August 2026.

Guyleen Castriotta
Mayor



Meeting Date: August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Kelli Cole, Executive Office Manager, CMO

Memo Title/Subject: SMART Week Proclamation 2026

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

- N/A. This memo is informational only.

Summary

A proclamation will be presented declaring August 24-28, 2026 as SMART Week in the City and County of Broomfield to promote responsible gun ownership and raise awareness about the importance of secure firearm storage. This initiative supports the Be SMART campaign, a nonpartisan program developed by the Everytown for Gun Safety Support Fund.

The SMART acronym stands for:

- S - Secure all guns in homes and vehicles
- M - Model responsible behavior around guns
- A - Ask about unsecured guns in other homes
- R - Recognize the role of guns in suicide
- T - Tell others how to Be SMART

SMART Week highlights the shared responsibility of all community members—whether gun owners or not—to help prevent gun-related tragedies. The proclamation reflects Broomfield's commitment to public safety and supports the efforts of schools, hospitals, agencies, and community organizations working to reduce injuries and deaths by promoting secure gun storage.

Financial Considerations

N/A

Prior Council or Other Entity Actions

[August 12, 2025: Proclamation Declaring August 25-29, 2025 as SMART Week in Broomfield](#)

Meeting Date: August 11, 2026
SMART Week Proclamation 2026
Prepared By: Kelli Cole, Executive Office Manager, CMO

Boards and Commissions Prior Actions and Recommendations

N/A

Detailed Background/Additional Information/Project Details

N/A



Proclamation

PROCLAMATION DECLARING AUGUST 24-28, 2026 AS SMART WEEK IN THE CITY AND COUNTY OF BROOMFIELD

- WHEREAS, guns are the number one killer of children and teens in the United States; and
- WHEREAS, the City and County of Broomfield is committed to creating a safe environment contributing to the safety and well-being of our children; and
- WHEREAS, almost every single day, a child gets their hands on a gun and unintentionally kills or wounds themselves or someone else in the United States; and
- WHEREAS, research shows that the most effective way to prevent children from accessing firearms is by making sure all guns are stored unloaded, locked, and separate from ammunition; and
- WHEREAS, there are steps we can all take, gun owners and non-gun owners alike, to make sure kids can't access guns and put themselves and others in danger; and
- WHEREAS, more than half of gun owners don't lock all of their guns securely, and an estimated 4.6 million children live in a home with at least one unlocked and loaded gun in the United States; and
- WHEREAS, when guns aren't properly stored, tragedy can strike – whether it's a child finding a firearm and wounding or killing themselves or someone else, or someone stealing it and using it to commit crimes in our communities; and
- WHEREAS, protecting public safety in the communities they serve is the City and County of Broomfield's highest responsibility; and
- WHEREAS, schools, hospitals, state agencies, and community organizations are committed to their crucial role in reducing injuries and deaths by promoting secure gun storage and safety; and
- WHEREAS, SMART Week raises awareness and promotes efforts to educate the public about secure gun storage; the City and County of Broomfield commends Be SMART, a program developed by the Everytown for Gun Safety Support Fund, and all involved in their endeavor to keep communities safe.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim August 24-28, 2026 as:

SMART Week In Broomfield

In witness whereof, I hereunto set my hand and official seal on this the 11th day of August, 2026.

Guyleen Castriotta
Mayor



Meeting Date: August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Tracy Stibitz, Procurement Manager

Memo Title/Subject: Master Services Agreement Quarterly Report - June 2026

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

This memorandum is a follow-up to the Council's direction to provide on a quarterly basis, at a regular council meeting, that Council shall receive a special report from the Finance Department regarding the annual expenditures to date for all vendors with Master Services Agreements approved for use by Council.

Summary

Resolution No. 2025-59 was authorized by City Council on March 25, 2025, permitting Departments to utilize their authorized budgets through purchase orders, up to the approved budget amount for on-call, on demand and emergency expenditures, with the approval from the City and County Manager, or designee.

Financial Considerations

Listed below are vendors who received purchase orders, as part of their Master Services Agreements to enter into projects with Broomfield. Columns have been added to reflect the current encumbered funds and the actual recorded financial data for each budget line. These are organized by the budget account code and vendor.

Budget Account Code	Total Budget	Actual Spent Funds	Encumbered Budget	Vendor	MSA Encumbrance	Department-Division	MSA Category	Total Purchase Orders
40-70531-55200	\$4,117,244	\$2,613,161	\$1,350,702	A-1 Chipseal Company	\$11,851	PW- Streets	Road Maintenance Services	1
45-70621-55200	\$14,037,131	\$1,336,239	\$5,444,906	A-1 Chipseal Company	\$1,320	PW- Streets	Road Maintenance Services	1
20-70091-55200	\$15,299,881	\$732,769	\$5,152,930	A-1 Chipseal Company	\$4,049,884	PW- Streets	Road Maintenance Services	1

Meeting Date: August 11, 2026

Title of Memo: Master Services Agreement Quarterly Report - June 2026

Prepared By: Tracy Stibitz, Procurement Manager

20-70111 -55600	\$1,600,988	\$246,486	\$423,029	Advanced Exercise Equipment	\$132,355	Parks & Recreation	Fitness and Cardio Equipment	1
06-34100 -53690	\$1,252,259	\$19,958	\$261,079	Amrize West Central Inc	\$252,960	Transportation & PW - Streets	Road Maintenance Services	2
06-34100 -53690	\$1,252,259	\$19,958	\$261,079	Colorado Asphalt Services Inc (Casi)	\$19,958	PW - Streets	Road Maintenance Services	1
40-70531 -55200	\$4,117,244	\$2,613,161	\$1,350,702	Colorado Asphalt Services Inc (Casi)	\$1,100	PW - Streets	Road Maintenance Services	1
22-70040 -55200	\$1,383,899	\$334,333	\$235,172	Core & Main LP	\$19,544	Parks & Recreation	Water & Utility Supplies	1
45-70110 -55600	\$18,500	\$18,055	\$0	Core & Main LP	\$37,000	WU- Utilities	Water & Utility Supplies	2
45-70621 -55200	\$14,037,131	\$1,336,239	\$5,444,906	Core & Main LP	\$19,993	WU- Utilities	Water & Utility Supplies	1
01-12200 -53320	\$550,000	\$267,548	\$201,638	Diversified Body & Paint Shop Inc	\$24,448	PW - Fleet Maintenance	Vehicle Body Work	3
22-70060 -55600	\$2,167,229	\$147,269	\$135,315	E3 Signs	\$37,384	Open Space	Signage	2
20-70120 -55200	\$360,066	\$43,338	\$179,899	E3 Signs	\$93,047	Open Space	Signage	1
22-70080 -55200	\$1,830,842	\$270,244	\$1,166,567	Grandview Landscape Irrigation	\$9,470	Parks & Recreation	Landscaping	1
22-70040 -55200	\$1,383,899	\$334,333	\$235,172	Grandview Landscape Irrigation	\$30,925	Parks & Recreation	Landscaping	1

Meeting Date: August 11, 2026

Title of Memo: Master Services Agreement Quarterly Report - June 2026

Prepared By: Tracy Stibitz, Procurement Manager

20-70091-55200	\$15,299,881	\$732,769	\$5,152,930	Hallmark Inc	\$267,180	PW- Streets	Bridge and Guardrail Construction and Repair Services	3
20-70090-55200	\$17,977,548	\$3,294,665	\$5,325,365	Hallmark Inc	\$629,025	PW- Streets	Bridge and Guardrail Construction and Repair Services	1
20-70091-55600	\$1,600,230	\$774,535	\$700,484	Krm Concrete LLC	\$1,047,602	PW- Streets	Road Maintenance Services	2
22-70040-55200	\$1,383,899	\$334,333	\$235,172	L.T.A. Lawn Services LLC	\$70,216	Parks & Recreation	Landscaping	9
22-70080-55200	\$1,830,842	\$270,244	\$1,166,567	L.T.A. Lawn Services LLC	\$5,160	Parks & Recreation	Landscaping	1
45-70611-55600	\$1,368,775	\$71,848	\$45,106	Rexel Usa Inc	\$17,126	WU- Wastewater Plant	Water & Utility Supplies	1
22-70060-55600	\$2,167,229	\$147,269	\$135,315	Twin Peaks Environmental	\$16,853	Open Space	Environmental Services	4
40-70111-55600	\$372,065	\$83,758	\$116,213	Water Technology Group	\$113,302	WU - Water Treatment & WU - Water System O&M	Pump Maintenance & Repair Services	4

Prior Council or Other Entity Actions

April 28, 2026 - Council approved [Resolution No. 2026-56](#) authorizing the use of master service agreements and delegating purchasing authority to the City and County Manager or her designee for specific vendors' on-call, on demand and emergency expenditures in excess of \$200,000.

Boards and Commissions Prior Actions and Recommendations

NA

Meeting Date: August 11, 2026

Title of Memo: Master Services Agreement Quarterly Report - June 2026

Prepared By: Tracy Stibitz, Procurement Manager

Detailed Background/Additional Information/Project Details

Master service agreements with no dollar value have been used as the contracting method, which has increased efficiency for these types of expenditures.

The use of master services agreements are initially non-encumbering zero-sum contracts, and have Broomfield's standard terms and conditions. Funds are encumbered through the issuance of a purchase order, prior to any identified services beginning, which may also include on-call, on demand or emergency. Through the purchase order, the work is confirmed and funds are encumbered, placing the work under the Master Services Agreement.

As part of the approval of this resolution, City Council has requested quarterly reporting of these approved agreements and the budgets being utilized.

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

July 28, 2026, 6:02 PM - July 28, 2026, 7:00 PM

[View Correspondence](#)[View Presentations](#)**Roll Call:** *(The following members were in attendance)*

- **Guyleen Castriotta**, Mayor
- **Katie Peterson**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Jean Lim**, Ward 3
- **Sarah Braun**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Todd Cohen**, Ward 5

Not Present:

- **Heidi Henkel**, 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

1. Meeting Commencement

1.A. Pledge of Allegiance- 6:02 PM

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

2. Petitions and Communications

2.A. Proclamation - Child Support Awareness Month - 6:03 PM

2.B. Proclamation - Broomfield Government Employees Appreciation Month - 6:12 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. Expense Report for Elected Officials - Second Quarter 2026- 6:31 PM

6. Consent Items

Councilmember Ward moved to approve Consent Items 6A-6B. The motion was seconded by Councilmember Delgadillo, and passed 9-0.

6.A. Minutes for Approval- 6:35 PM

6.B. Ratification of DRCOG Agreement for Caregiver Respite, Homemaker, and Easyride Services (Resolution No. 2026-96)- 6:35 PM

7. Action Items

7.A. Adding Fiscal Impact Review Criteria for Rezoning, PUD Plans, PUD Plan Amendments and Use by Special Reviews (Ordinance No. 2306 - Second Reading and Public Hearing)- 6:37 PM

Public Hearing was opened at 6:37 PM and closed at 7:19 PM

Councilmember Anderson moved to approve on second reading and order published by title Ordinance No. 2306 to amend Chapter 17-30, Chapter 17-38 and Chapter 17-48 of the Broomfield Municipal Code regarding the Standards of Review for Planned Unit Development Plans, Planned Unit Development Plan Amendments, Rezoning, and Use by Special Review. The motion was seconded by Mayor Pro Tem Lim, and passed 9-0.

7.B. Northlands PUD Amendment to Modify Building Height and Parking Requirements for Hospital and Medical Office Uses (Resolution No. 2026-95)- 7:22 PM

Councilmember Delgadillo moved to approve Resolution No. 2026-95 approving the Northlands Planned Unit Development Plan Amendment No. 3. The motion was seconded by Councilmember Peterson, and passed 6-2. Councilmember Ward and Councilmember Twiss opposed. Councilmember Cohen recused.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



Meeting Date: Tuesday, August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Brian Graham, CIP Manager

Memo Title/Subject: Wottge and Markel Open Space Plan Implementation - Construction Agreement

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to approve the contract, the appropriate motion is... **That Resolution 2026-39 be adopted.**

Summary

Proposed Resolution No. 2026-39 authorizes a construction agreement with Richdell Construction, Inc., for the construction of open space and trail improvements identified in the Markel and Wottge Open Space Plans.

Improvements to the Wottge and Markel Open Spaces include soft-surface and concrete trails, a picnic pavilion and shelter, a fishing dock, drainage improvements, native landscaping at site entries and other improvements. Here are the [vicinity maps](#) and [schematic plans](#) for each project location.

The proposed trail connection, included in the Wottge Open Space Plan, to the intersection of Sheridan Boulevard and Meadow Mountain Drive is not part of this project due to challenges in achieving ADA-compliant crossings. Formal trail connections at Sheridan are included via the Lake Link Trail underpass at the south end of the Wottge Open Space and the north end at Dillon Road. Separately, Broomfield staff has engaged a consultant to identify multimodal and safety improvements that may be needed or warranted along Sheridan Boulevard, given increased demand to cross the road to access the new trails.

City and County of Broomfield staff solicited extensive community feedback during the development of the Markel and Wottge Open Space Plans and construction documents. These public engagement opportunities included a [Broomfield Voice](#) page, pop-up information tents within the surrounding neighborhoods, a survey, a public open house, and four presentations to the Open and Space Trails Advisory Committee (OSTAC), including a [staff presentation](#) on the construction plans on April 23, 2026.

An Invitation to Bid (IFB) for construction was posted on BidNet in May 2026, and eleven (11) bids were received by the June deadline. The lowest responsive and responsible bidder was Richdell Construction at \$1,549,177, and is recommended by staff to complete the project.

If proposed Resolution No. 2026-39 is approved, construction is expected to begin in September 2026, with substantial completion anticipated in summer 2027.

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
Markel and Wottge Open Space Plan Implementation (18Z0133) (22-70070-55200)	\$2,360,774
Total Budget	\$2,360,774
Consulting Agreement - Landscape and Irrigation (DHM)	-\$119,825
Consulting Agreement - Civil Engineering (Gorton)	-\$91,550
Consulting Agreement - Structural Engineering (Muller)	-\$71,382
Proposed Construction Agreement (Richdell Construction, Inc.)	-\$1,549,177
Construction Contingency (10%)	-\$154,918
Environmental Clearance / Materials Testing	-\$40,000
Total Use of Funds	-\$2,026,852
Projected Balance	\$333,922

Prior Council or Other Entity Actions

On December 12, 2024, Council approved Resolutions [2023-143](#) and [2023-150](#) authorizing the Markel and Wottge Open Space Plans.

On March 10, 2026, Council approved Resolution No. [2026-33](#), Amendment No. 1 to the City and County of Broomfield 2026 Budget.

Boards and Commissions Prior Actions and Recommendations

On September 28, 2023, OSTAC recommended approval of the Final Draft Markel and Wottge Open Space Plans.

RESOLUTION NO. 2026-39

A resolution approving a Construction Agreement with Richdell Construction Inc., for the
Markel Wottge Trail Improvements Project

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

Section 1.

The Construction Agreement between the City and County of Broomfield and Richdell Construction Inc., for construction services related to the Markel Wottge Trail Improvements Project, in an amount not to exceed \$1,549,177.00, 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 is authorized to approve amendments to the agreement in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on August 11, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND RICHELLE CONSTRUCTION, INC.
FOR
MARKEL AND WOTTGE OPEN SPACE IMPROVEMENTS, PROJECT NO. 18Z0133

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 Richdell Construction, 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 is seeking to purchase construction services as relates to Markel and Wottge Open Space Improvements, Project No. 18Z0133, and completed a competitive selection process by formal solicitation of invitation to bid (ITB) issued on May 27, 2026. The Contractor’s response to the above referenced solicitation was determined to be of best value to the City for the procurement of the services requested.
 - 2.2. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. 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 - insert name]; (ii) the [Field Superintendent - insert name] and (iii) the [Project Manager - insert name]. 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 June 17, 2026, attached hereto as Exhibit B; and
- 3.2.4. The ITB; and
- 3.2.5. The Construction Plans for Project No. 18Z0133; and
- 3.2.6. The General Conditions attached hereto as Exhibit D; 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 Special Provisions for Project No.18Z0133; 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 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 within One Hundred Forty (140) calendar days of the Start Date (the “Completion Date”). The time between the Start Date and the Completion Date shall be known as 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 bi-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 base line 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 \$1,549,177.00 (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.
 - 7.3.1. Detailed invoices for such Work shall include (a) date on which Work was provided, (b) details of the Work provided, (c) and include the purchase order number. Each invoice shall be subject to review and approval by the City Representative.
 - 7.3.2. 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 over-payment revealed by any subsequent audit or inspection. 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.
 - 7.3.3. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City.
 - 7.3.4. Invoicing for Purchase Orders shall be submitted to a centralized Accounts Payable Department at cip-invoices@broomfield.org.
- 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 Elizabeth Racca-Johnson as the authorized representative of the City under this Agreement. Email address is elizabeth.johnson@broomfield.org.

10.2. The Contractor designates Scott Riddell as the authorized representative of the Contractor under this Agreement. Email address is sriddell@richdell.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 \$500.00 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**. Proof of insurance meeting the requirements in this Insurance section shall not be deemed to limit or define obligations of the Contractor as provided elsewhere in this Agreement, and the 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 (1 year for landscape and irrigation work), 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 _____, 2026.

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

Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Richdell Construction, Inc.

By: _____
Name: Scott Riddell, President
Address: 7905 W. 120th Avenue
Broomfield, CO 80020



EXHIBIT A SCOPE OF WORK

The City and County of Broomfield (Broomfield) has prepared plans and specifications to implement a social trail through the Markel and Wottge open spaces. The trail will provide access from both Aspen Streets to the Markel Open Space and Sheridan Boulevard to the Wottge Open Space, providing easy access for the neighboring community. Open space improvements include but not limited to the following:

- Markel Open Space: a soft surface crusher fine looped trail and some concrete trails, benches, a picnic shade pavilion, interpretive signs, an education/fishing deck, landscape, irrigation, grading and drainage, construction survey by a registered surveyor, concrete pads, fence with gate, grass restoration, traffic control, landscape and irrigation.
- Wottge Open Space: a soft surface crusher fines looped trail and some concrete trails, benches, a picnic shade pavilion, interpretive signs, landscape, irrigation, grading and drainage, construction survey by a registered surveyor, some concrete trail, concrete pads, fence with gate, grass restoration, traffic control for the concrete work at Spyglass and Sheridan intersection, native tree and shrub groves, grass restoration, riparian vegetation, landscape and irrigation.

The construction work includes, but is not limited to the following:

1. Concrete sidewalk, trail, curb/gutter, ADA ramps
2. Structural deck at the Markel pond, shade pavilions at both Markel and Wottge open spaces, coordination of building permit requirements and documents for building approval
3. Grading and Drainage, including coordination of a grading permit and grading requirements
4. Construction schedule with a detailed sequence of work
5. Traffic Control and Pedestrian handling plans for the work at Spyglass Drive and Sheridan Boulevard, including entry at Aspen Street. A condition of required permits is an approved Traffic Control Plan consistent with the MUTCD.
6. Clearing and grubbing, including material export
7. Material specification submittals
8. Site restoration of the damaged landscape and irrigation
9. Coordination for utility locates
10. Storm Water Management Implementation (SWMP), submittal to the State for SWMP permit activation, coordination with Broomfield
11. Erosion Control. A condition of required permits is this plan.

EXHIBIT B
COST PROPOSAL

BID FORM (revised) - Addendum 5

Broomfield Markel & Wottge Open Space, Project - 18Z0133

Round ALL unit prices to the nearest penny

All bids shall be submitted on this bid form provided. The quantities appearing in the bid form are estimates prepared for the comparison of proposals, and the quantities of work performed and materials to be furnished may be increased, decreased, or omitted. Payment will be based on the actual quantities of work performed.
CONTRACTOR price must include all necessary material, labor and other appurtenances for a complete and working project per the project plans and specifications.

BASE BID (Markel Open Space)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	General				
1	Mobilization (Not to Exceed 3% of Markel Base Bid subtotal)	LS	1	\$ 20,000.88	\$ 20,000.88
2	Construction Survey	LS	1	\$ 10,000.00	\$ 10,000.00
3	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
4	Storm Water Management Plan (SWMP) - Implementation and Coordination	LS	1	\$ 1,700.00	\$ 1,700.00
5	Erosion Control	LS	1	\$ 8,000.00	\$ 8,000.00
6	Tree Protection	EA	5	\$ 600.00	\$ 3,000.00
7	Remove Existing Fence	LF	2,871	\$ 2.50	\$ 7,177.50
8	Silt Fence	LF	4,680	\$ 2.30	\$ 10,764.00
9	Sediment Control Log	LF	300	\$ 3.00	\$ 900.00
10	Hydromulch Disturbed Area	SF	105,500	\$ 0.05	\$ 5,275.00
11	Strip & Stockpile Topsoil/Site Grading	CY	2,747	\$ 7.00	\$ 19,229.00
12	Clearing and Grubbing	SF	162,845	\$ 0.06	\$ 9,770.70
-	Site Work				
13	Earthwork (Cut/Fill)	CY	302	\$ 40.00	\$ 12,080.00
14	6" Crusher Fine Trail	SY	5,091	\$ 22.00	\$ 112,002.00
15	Concrete Remove and Replace (Aspen St. Sidewalk)	SY	20	\$ 175.00	\$ 3,500.00
16	Six-Inches (6") Concrete Walks and Pads With 6" ABC Bedding	SY	280	\$ 106.00	\$ 29,680.00
17	12" Dia. RCP Flared End Section	EA	16	\$ 1,800.00	\$ 28,800.00
18	12" Dia. RCP Pipe	LF	144	\$ 150.00	\$ 21,600.00
19	18" Dia. RCP Pipe	LF	30	\$ 160.00	\$ 4,800.00
20	Type VL Riprap (12" depth)	CY	4	\$ 475.00	\$ 1,900.00
-	Viewing / Fishing Deck Structure				
21	Treated Timber	MFBM	0.75	\$ 12,000.00	\$ 9,000.00
22	Composite Decking	SF	335	\$ 55.00	\$ 18,425.00
23	Helical Pier	EA	27	\$ 2,700.00	\$ 72,900.00
24	Pedestrian Railing (Timber)	LF	105	\$ 120.00	\$ 12,600.00
25	Reinforced Concrete Class D	CY	2	\$ 2,000.00	\$ 4,000.00
-	Boulder / Stone				
26	Stone Bench	EA	2	\$ 3,000.00	\$ 6,000.00
-	Site Elements / Concrete Pad				
27	Pavilion (28' Hexagonal)	LS	1	\$ 80,000.00	\$ 80,000.00
28	Wood Fence (Two Rail and 3'-4" height)	LF	250	\$ 35.00	\$ 8,750.00

29	Smooth Wire Fence	LF	1,935	\$ 10.20	\$ 19,737.00
30	Picnic Table (3 seats)	EA	1	\$ 3,045.00	\$ 3,045.00
31	Picnic Table (4 seats)	EA	3	\$ 3,300.00	\$ 9,900.00
32	Park Bench	EA	2	\$ 2,700.00	\$ 5,400.00
33	Pet Waste Stations	EA	3	\$ 500.00	\$ 1,500.00
34	Trash Receptacles	EA	4	\$ 1,000.00	\$ 4,000.00
35	Recycling Receptacles	EA	4	\$ 1,000.00	\$ 4,000.00
36	Gateway/Entry Feature at Aspen Street	EA	1	\$ 6,000.00	\$ 6,000.00
37	Aeration system at pond (solar)	EA	1	\$ 16,000.00	\$ 16,000.00
-	Planting				
38	Soil Prep	SF	162,844	\$ 0.18	\$ 29,311.92
39	Deciduous Shade Tree, 2" Cal. B&B	EA	14	\$ 720.00	\$ 10,080.00
40	Deciduous Shade Tree, #15 Gal. Container Plant	EA	5	\$ 505.00	\$ 2,525.00
41	Deciduous Tree, #5 Gal. Container Plant	EA	3	\$ 205.00	\$ 615.00
42	Deciduous Shrubs, #5 Gal. Container Plant	EA	62	\$ 70.00	\$ 4,340.00
43	Native grass overseeding at distrubed areas	AC	3.75	\$ 1,200.00	\$ 4,500.00
-	Irrigation				
44	Irrigation System	LS	1	\$ 21,000.00	\$ 21,000.00
-	Miscellaneous				
45	Construction Water Deposit Allowance	LS	1	\$ 2,500.00	\$ 2,500.00
46	Force Account	LS	1	\$ 20,000.00	\$ 20,000.00
SUBTOTAL BASE BID (Markel Open Space)					\$ 689,308.00

LANDSCAPE ADD ALTERNATES (Markel Trail to Fox Ridge Drive)					
ALT #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Landscape				
1	6" Crusher Fine Trail	SY	776	\$ 21.00	\$ 16,296.00
2	Silt Fence	LF	670	\$ 2.50	\$ 1,675.00
3	Sediment Control Log	LF	40	\$ 3.00	\$ 120.00
4	Hydromulch Disturbed Area	SF	6,300	\$ 0.05	\$ 315.00
5	Deciduous Shade Tree, #15 Gal. Container Plant	EA	3	\$ 505.00	\$ 1,515.00
6	Deciduous Tree, #5 Gal. Container Plant	EA	2	\$ 190.00	\$ 380.00
7	Deciduous Shrubs, #5 Gal. Container Plant	EA	20	\$ 70.00	\$ 1,400.00
8	Native grass overseeding at disturbed areas	AC	0.50	\$ 1,500.00	\$ 750.00
TOTAL LANDSCAPE ADD ALTERNATES (1 through 8)					\$ 22,451.00

BASE BID (Wottge Open Space)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	General				
1	Mobilization (Not to Exceed 3% of Wottge Base Bid subtotal)	LS	1	\$ 25,000.60	\$ 25,000.60

2	Construction Survey	LS	1	\$ 8,000.00	\$ 8,000.00
3	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
4	Storm Water Management Plan (SWMP) - Implementation and Coordination	LS	1	\$ 2,000.00	\$ 2,000.00
5	Erosion Control	LS	1	\$ 9,000.00	\$ 9,000.00
6	Tree Protection	EA	1	\$ 1,000.00	\$ 1,000.00
7	Remove Existing Fence	LF	118	\$ 2.50	\$ 295.00
8	Silt Fence	LF	7,350	\$ 2.50	\$ 18,375.00
9	Sediment Control Log	LF	430	\$ 3.00	\$ 1,290.00
10	Hydromulch Disturbed Area	SF	164,320	\$ 0.05	\$ 8,216.00
11	Strip & Stockpile topsoil/Site Grading	CY	3,043	\$ 7.00	\$ 21,301.00
12	Clearing and Grubbing	SF	164,320	\$ 0.05	\$ 8,216.00
-	Site Work				
13	Earthwork (Cut/Fill)	CY	491	\$ 40.00	\$ 19,640.00
14	6" Crusher Fine Trail	SY	6,536	\$ 21.00	\$ 137,256.00
15	Concrete Replacement (Spyglass Dr. Ramps, Pans & Sidewalks)	SY	208	\$ 170.00	\$ 35,360.00
16	Pavement Marking (Spyglass Drive Crosswalk)	SF	48	\$ 20.00	\$ 960.00
17	Truncated Dome Pad (Spyglass Drive)	SF	48	\$ 150.00	\$ 7,200.00
18	6" Concrete Walks and Pads With 6" ABC Bedding	SY	2,054	\$ 102.00	\$ 209,508.00
18a	Trail Pavement Marking and Striping	LS	1	\$ 2,500.00	\$ 2,500.00
18b	Trail Regulatory Signs	EA	5	\$ 320.00	\$ 1,600.00
18c	Gateway/Entry Feature at Sheridan Boulevard	EA	1	\$ 7,000.00	\$ 7,000.00
19	12" Dia. RCP Flared End Section	EA	6	\$ 1,800.00	\$ 10,800.00
20	12" Dia. RCP Pipe	LF	36	\$ 146.00	\$ 5,256.00
21	18" Dia. RCP Pipe Flared End Section	EA	4	\$ 2,400.00	\$ 9,600.00
22	18" Dia. RCP Pipe	LF	84	\$ 155.00	\$ 13,020.00
23	Type VL Riprap (12" depth)	CY	4	\$ 475.00	\$ 1,900.00
-	Boulder / Stone				
24	Stone Bench	EA	3	\$ 3,000.00	\$ 9,000.00
-	Site Elements / Concrete Pad				
25	Pavilion (24' Hexagonal)	LS	1	\$ 68,000.00	\$ 68,000.00
26	Wood Fence (Two-Rail and 3'-4" height)	LF	884	\$ 40.00	\$ 35,360.00
27	Picnic Table (4 seats)	EA	2	\$ 3,300.00	\$ 6,600.00
28	Park Bench	EA	2	\$ 2,700.00	\$ 5,400.00
29	Pet Waste Stations	EA	6	\$ 500.00	\$ 3,000.00
30	Trash Receptacles	EA	3	\$ 1,000.00	\$ 3,000.00
31	Recycling Receptacles	EA	3	\$ 1,000.00	\$ 3,000.00
-	Planting				
32	Soil Prep	SF	164,320	\$ 0.17	\$ 27,934.40
33	Deciduous Shade Tree, 2" Cal. B&B	EA	19	\$ 720.00	\$ 13,680.00
34	Deciduous Shade Tree, #15 Gal. Container Plant	EA	12	\$ 500.00	\$ 6,000.00
35	Deciduous Tree, #5 Gal. Container Plant	EA	7	\$ 200.00	\$ 1,400.00
36	Deciduous Shrubs, #5 Gal. Container Plant	EA	165	\$ 70.00	\$ 11,550.00
37	Native grass overseeding at distrubed areas	AC	3.80	\$ 1,500.00	\$ 5,700.00
-	Irrigation				
38	Irrigation System	LS	1	\$ 56,000.00	\$ 56,000.00

-	Miscellaneous				
39	Construction Water Deposit Allowance	LS	1	\$ 2,500.00	\$ 2,500.00
40	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00
SUBTOTAL BASE BID (Wottge Open Space)					\$ 837,418.00

BID SUMMARY	
BASE BID TOTAL (Markel Open Space + Wottge Open Space)	\$ 1,526,726.00
ADD ALT #1 to #8 (Markel Trail to Fox Ridge Drive)	\$ 22,451.00
BASE BID TOTAL (Markel Open Space + ADD ALT #1 to #8 + Wottge Open Space)	\$ 1,549,177.00

Contractor Name: Richdell Construction, Inc.

Optional Items					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Soil Export	CY		\$ 30.00	
2	Soil Import	CY		\$ 30.00	
3	Unclassified Excavation	CY		\$ 20.00	
4	Landscape/Irrigation Rehabilitation (Outside the two feet base bid boundary for concrete repair work)	SF		\$ 4.00	

For Add Alternate Bid Items:
All schedules (bid items) must be bid. Add alternate bid item wil not be awarded independent of the Base Bid. Add alternate bid item(s), if accepted,
For Optional Items:
Optional items are not bid items. Bidders are requested to quote a unit price for all the available options with reasonable pricing, however, it is not part of

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



RISK MANAGEMENT

One DesCombes Drive • Broomfield, CO 80020 • 303-438-6357 • Broomfield.org

Dear Valued Business Partner,

The City and County of Broomfield (CCOB) is pleased to announce that we have established a new business relationship with the insurance professionals known as Business Credentialing Services, Inc. ("BCS"). Effective June 1, 2026, BCS will be serving as our primary Certificate of Insurance (COI) tracking partner to verify that you are satisfying the insurance requirements outlined in the agreement between you and CCOB. Utilizing BCS to provide proof of your required insurance will be *mandatory* for all vendors in contract with the City and County of Broomfield. BCS is a leading Certificate of Insurance tracking company. Click [here](#) for a brief overview of how vendor insurance compliance works. Paired with BCS' insurance expertise, BCS will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and CCOB.

What is Business Credentialing Services, Inc. ("BCS")?

- BCS is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with the City and County of Broomfield.
- BCS will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How does this affect you?

- You will no longer provide a Certificate of Insurance directly to CCOB. All certificates going forward will be provided to BCS directly through you or your insurance agent by using the BCS Portal.
- When a renewal certificate is needed, BCS will reach out directly to you or your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to the City and County of Broomfield through BCS and you or your broker will be required to update your insurance obligations accordingly and provide BCS with the necessary information for compliance. If you change insurance agents, you are required to contact BCS with the new agent information.

What to Expect:

- You will soon receive an initial COI request from a vendor-specific BCS email address ending in @bcscertify.com. Please follow the instructions in that email to establish contact with the BCS team and get the process started.
- **Add BCS to Your Safe Senders List**
- To ensure you receive all communications from BCS without interruption, please also add the following domains to your safe senders list:
 - @getbcs.com
 - @bcscertify.com
 - no-reply@client.getbcs.com

If you have any questions at any point, you can reach the BCS team directly at ccbroomfield@bcscertify.com. This is your primary point of contact for day-to-day needs.

Sincerely,

Alison Meldahl, Risk Manager, City and County of Broomfield

EXHIBIT D

GENERAL CONDITIONS

GENERAL CONDITIONS

TABLE OF CONTENTS

	<u>Page No.</u>
TABLE OF CONTENTS	GC-1
PART 1 - DEFINITIONS	GC-2
PART 2 - PRELIMINARY MATTERS	GC-5
PART 3 - INTENT AND REUSE OF CONTRACT DOCUMENTS	GC-6
PART 4 - PHYSICAL CONDITIONS	GC-7
PART 5 - BONDS AND INSURANCE REQUIREMENTS	GC-7
PART 6 - SCOPE OF WORK	GC-10
PART 7 - PROSECUTION OF THE WORK	GC-12
PART 8 - CONTROL OF MATERIAL	GC-17
PART 9 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	GC-19
PART 10 - PROSECUTION AND PROGRESS	GC-23
PART 11 - MEASUREMENT AND PAYMENT	GC-29
PART 12 - WARRANTY AND GUARANTEE; ACCESS TO WORK; CONTINUATION OF WORK; AND PARTIAL UTILIZATION	GC-37
PART 13 - WORK BY OTHERS	GC-40
PART 14 - MISCELLANEOUS	GC-41

GENERAL CONDITIONS

PART 1 - DEFINITIONS

1.01 If used in these General Conditions or in the other Contract Documents, the following terms or abbreviations shall have the meanings indicated which are applicable to both the singular and plural thereof:

1.02 Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

1.03 Agreement: The written Agreement between City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.04 Application for Payment: The form accepted by the Project Manager which is to be used by Contractor in requesting progress payments (if any) or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.05 Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06 Bidder: Any individual, firm, or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1.07 Bonds: Bid Bonds, Performance Bonds, Payment Bonds, and other instruments of security.

1.08 Change Order: A written order to Contractor signed by Contractor, Project Manager, and City authorizing an addition, deletion or revision to the Work or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.09 City: The City and County of Broomfield, Colorado.

1.10 Completion: The work, or a portion thereof, has progressed where, in the opinion of the Project Manager it is sufficiently complete, in accordance with the Contract Documents, so that the work can be used for the purposes for which it was intended.

1.11 Consultant: The person (or his designee) or firm designated as such in the Agreement. Consultant may be an engineer, architect, surveyor, or other professional hired by the City.

1.12 Contract or Contract Documents: The written Agreement executed between the City and the successful Bidder covering the performance of the Work and the furnishing of labor and materials, by which the Contractor is bound to perform the Work and furnish the labor and materials, and by which the City is obligated to compensate him therefore at the mutually established and accepted rate or price. The Contract Documents shall include all the documents identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

- 1.13 Contract Price: The money payable by City to Contractor under the terms of the Contract Documents as stated in the Agreement.
- 1.14 Contract Time: The number of days (computed as provided in Section 14.02) or the date stated in the Agreement for the completion of the Work.
- 1.15 Contractor: The individual, partnership, firm, or corporation with whom City has entered into the Agreement, acting directly or through lawful agents or employees, primarily liable for acceptable performance of the Work and also for the payment of all legal debts pertaining to the Work.
- 1.16 Day: A calendar day of 24 hours measured from midnight to the next midnight.
- 1.17 Defective: An adjective which, when modifying the word Work, refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Project Manager's recommendation for final payment.
- 1.18 Drawings: The drawings which indicate the character and scope of the Work to be performed and which have been prepared or approved by Consultant and are referred to in the Contract Documents.
- 1.19 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.20 Equipment: All machinery, together with the necessary parts supplied for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.
- 1.21 Intention of Terms: Whenever the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager is intended; and similarly, the words "approved", "acceptable", "satisfactory" or words of like import shall mean approved by, acceptable to, satisfactory to the Project Manager, subject in each case to the final determination of the City. Any reference to a paragraph or subparagraph within a section shall include the general provisions of the section or sections and paragraph pertinent thereto.
- 1.22 Modification: (a) a written amendment to the Contract Documents signed by both parties; (b) a Change Order; or (c) a Supplemental Agreement. A Modification may only be issued after the effective date of the Agreement.
- 1.23 Notice of Intent to Award: The written notice by City to the apparent successful Bidder setting forth conditions precedent to the signing and delivery of the Agreement and required insurance by the City.
- 1.24 Notice of Award: The written notice by City to the Contractor setting forth the surety requirements.

1.25 Notice to Proceed: A written notice given by City to Contractor fixing the date on which the Contract Time will commence and on which Contractor shall start to perform his obligations under the Contract Documents.

1.26 Owner: City and County of Broomfield, Colorado.

1.27 Payment Bond: The approved form of security /furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the Work, as provided by state statute.

1.28 Performance Bond: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith and ability on the part of the Contractor to execute the Work in accordance with the Contract Documents.

1.29 Plans: The official plans, working drawings, or supplemental drawings or exact reproductions thereof, approved by the Consultant which show the location, character, dimension, and details of the Work to be done and which are to be considered as part of the Contract Documents.

1.30 Project Manager: The employee of the City who has been assigned to oversee the Project and to serve as a liaison between the City and the Consultant and/or between the City and the Contractor.

1.31 Project: The total construction; of which the Work to be provided under the Contract Documents may be the whole or a part.

1.32 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

1.33 Special Conditions: The specific clauses setting forth conditions or requirements peculiar to the Work which are part of the Specifications.

1.34 Specifications: The directions, provisions, and requirements contained herein, including any drawings, Plans, Special Conditions, or Specifications provided by or referred to by the City, pertaining to the method and manner of performing the Work, or to the quantities or the qualities of materials to be furnished under the Agreement.

1.35 Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.36 Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the written opinion of the Project Manager, it is sufficiently complete in accordance with the Contract Documents so that the Work (or specified part thereof) can be utilized or partially

utilized for the purposes for which it was intended; or if there be no such written opinion, when final payment is due in accordance with Section 11.19. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.37 Superintendent: Executive representative for the Contractor who shall be present at the Work site at all times, authorized to receive and fulfill instructions from the Project Manager and capable of superintending the Work efficiently.

1.38 Supplemental Agreement: An Agreement executed by the Contractor and the City with the consent of the Contractor's Surety, covering work not included in the Specifications and as specified in Section 6.05.

1.39 Surety: The corporate body or individuals who are bound by the Performance Bond and the Payment Bond, with and for the Contractor, and which engage to be responsible for the entire and satisfactory fulfillment of the Agreement and for the payment of all debts incurred in fulfilling the Agreement.

1.40 Work: The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the Contract Documents and the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents.

PART 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds: Within fifteen (15) days of the date of the Notice of Award, Contractor shall deliver the Performance Bond and Payment Bond.

2.02 Approval of Agreement: No Agreement is binding upon the City until it has been executed by the City and delivered to the Contractor.

2.03 Copies of Documents: City shall furnish to Contractor electronic copies of the Contract Documents.

2.04 Notice to Proceed (Commencement of Contract Time): The Contract Time will commence to run in accordance with the Notice to Proceed.

2.05 Starting the Project: Contractor shall start to perform Work in accordance with the Notice to Proceed, but no work shall be done at the site prior to the Notice to Proceed.

2.06 Before Starting Construction: Before undertaking any part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to City and Project Manager any conflict, error or discrepancy which Contractor may discover; however, Contractor shall not be liable to City or Project Manager for failure to report any conflict, error or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

2.07 Initial Schedule: Within fifteen (15) days of the date of the Notice of Award (unless otherwise specified in the Special Conditions), Contractor shall submit to the Project Manager for review and acceptance an initial schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and an initial schedule of values of the Work.

2.08 Proof of Insurance: When Contractor executes the Agreement, Contractor shall deliver to the City certificates (and other evidence requested by City) of insurance which Contractor is required to purchase and maintain in accordance with these Contract Documents.

2.09 Preconstruction Conference: Before Contractor starts Work at the site, a conference will be held for review and acceptance of the schedules referred to in Section 2.07 to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish such working understandings among the parties as to the Work as are consistent with the Contract Documents.

PART 3 - INTENT AND REUSE OF CONTRACT DOCUMENTS

3.01 General Intent: It is the intent of the Contract Documents is to describe a complete project which may be utilized for its intended purpose as may be more fully described in the Special Conditions. The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. They may be altered only by a Modification.

3.02 The Contract Documents are Complementary: What is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Project Manager and City, in writing, at once and before proceeding with the Work affected thereby; however, Contractor shall not be liable to City or Project Manager for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

3.03 Specifications and Drawings: It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications and Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of City, Project Manager, Contractor, or Consultant, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by Project Manager as provided for in Section 7.06.

3.04 Reuse of Documents: Neither Contractor or Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Consultant; and they shall not reuse any of them on extensions of the Project or on any other Project without written consent of the City and Consultant and specific written verification or adoption by Consultant.

PART 4 - PHYSICAL CONDITIONS

4.01 Investigations and Reports: The Special Conditions, if any, identify those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.02 Unforeseen Physical Conditions: Contractor shall promptly notify Project Manager, in writing, of any substance or latent physical conditions at the site or in any existing structure differing materially from those indicated or referred to in the Contract Documents. The Project Manager will promptly review those conditions and advise if further investigation or tests are necessary. Promptly thereafter, Project Manager shall obtain the necessary additional investigations and tests and furnish copies to the Consultant and Contractor. If Project Manager and Consultant find that the results show subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor after personal investigation and testing, a Change Order shall be issued incorporating the necessary revisions.

PART 5 - BONDS AND INSURANCE REQUIREMENTS

5.01 General: The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required by the Contract Documents and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on this Project until all similar insurance required of the Subcontractor has been obtained and approved. During the life of this Agreement, the Contractor must maintain the insurance coverages required by the Agreement. The City must be named as an additional insured. Limits of liability must be at least those set forth in the Instructions to Bidders - Insurance Requirements. However, the insurance requirements contained in the Contract Documents shall not be deemed to limit or define the obligations of the Contractor as provided elsewhere in these General Conditions. The Contractor shall be responsible for payment of all deductibles under such policies.

5.02 Indemnification: The Contractor expressly agrees to indemnify and hold harmless the City as required under the Agreement.

5.03 Adjustment and Settlement of Insurance Claims: City as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to City's exercise of this power. If such objection be made,

City as trustee shall only make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

5.04 Performance and Payment and Other Bonds: Contractor shall furnish a Performance Bond and a Payment Bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect through any warranty or guarantee periods. Contractor shall also furnish such other Bonds as are required by the Special Conditions (if any). All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as are licensed to conduct business in the State of Colorado. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this Section, Contractor shall within 5 days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

5.05 Notice of Changes in Work: If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to City.

PART 6 - SCOPE OF WORK

6.01 Intent of Specifications: The intent of the Specifications is to prescribe a complete Work or improvement which the Contractor undertakes to do in full compliance with the Contract Documents, together with any authorized alterations, Special Conditions and Modifications. The Contractor shall perform all items of work covered and stipulated in the Contract Documents, together with any authorized alterations, all in accordance with the lines, grades, cross-sections and dimensions shown in the Specifications. The Contractor shall furnish, unless otherwise provided in the Specifications, all materials, equipment, implements, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Should any additional construction or conditions be anticipated, Specifications for such work may be prepared and attached to the Agreement and shall be considered as part of the Specifications. Should any Specifications, including the Special Conditions, conflict with the General Conditions, the Specifications will govern.

6.02 Changes and Increased or Decreased Quantities of Work: The City reserves the right to make such changes, from time to time, in the Specifications, the character, or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities and the unit prices bid or the lump sum bid, by more than 25%; and provided further that such alteration does not change the total cost of any major item, based on the originally estimated quantities and the units prices bid or schedule of values items, by more than 25%. (A major item shall be construed to be any item, the total cost of which is equal to or greater than 10% of the total contract amount, computed on the basis of the Bid Quantity and the contract

unit prices or schedule of values amount.) Should it become necessary for the best interest of the City to make changes in excess of that herein specified, the same shall be covered by a Supplemental Agreement. The Contractor shall not start work on any alteration requiring a Supplemental Agreement until the Agreement setting forth the adjusted prices shall be executed by the City and the Contractor. In case a satisfactory adjustment in price cannot be reached for any item requiring a Supplemental Agreement, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work as altered or decreased. Project Manager may authorize minor changes in the Work not involving an adjustment of the Contract Price or Contract Time, which are consistent with the overall intent of the Contract Documents. Said minor changes shall be binding on City and Contractor, and shall be performed promptly by Contractor.

6.03 Deleted Items: The Project Manager may, in writing, order deleted from the Work any item other than major items found unnecessary to the project and such deletion shall not be a waiver of any condition of the Agreement nor invalidate any of the provisions thereof. Major items may be deleted by supplemental agreements. The Contractor will be paid for all work done toward the completion of the item prior to such deletion as provided in Section 11.06.

6.04 Extra Work: When work is necessary to the proper completion of the Project for which no quantities or prices were given in the Bid or Agreement, the same shall be called extra work and shall be performed by the Contractor when so authorized in writing by the Project Manager. Extra work shall be performed by the Contractor in accordance with the Contract Documents in a proper and workmanlike manner and as may be authorized by the Project Manager. Prices for extra work shall be itemized and covered by a Change Order or Supplemental Agreement submitted by the Contractor and approved by the Project Manager prior to the actual starting of such work. Should the parties be unable to agree on unit prices or a lump sum for the extra work, or if this method is impractical, the Project Manager may instruct the Contractor to proceed with the work on the basis of the Cost of the Work as hereinafter provided in Section 11.08. Claims for extra work not authorized in writing by the Project Manager prior to the work being done will be rejected.

6.05 Maintenance of Traffic: Unless the Contract Documents specifically provides for the closing to traffic of any local road or highway while construction is in progress, all roads and highways shall be kept open to all traffic by the Contractor. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings, or intersections with roads and highways. The Contractor shall bear all expenses in maintaining traffic over the section of road or highway affected by the Work to be done under this Agreement, and of constructing and maintaining such approaches, crossings, intersections and any accessory features without direct compensation, except as otherwise provided.

6.06 Removal and Disposal of Structures and Obstructions: All structures or obstructions found on the site and shown in the Specifications or Drawings which are not to remain in place or which are not to be used in new construction shall be removed to the satisfaction of the Project Manager. Unless specified in the Contract Documents, this work will not be paid for separately but will be included in the price bid for that portion of the Work requiring the removal of the structure or obstruction. All material found on the site or removed from it shall remain the property of the City unless otherwise indicated.

6.07 Use of Materials Found on the Work: The Contractor, with the consent of the Project Manager, may use in the proposed construction any stone, sand, or gravel found on the site. The Contractor will not be paid for such excavation unless specifically stated in the Contract Documents, and Contractor shall replace with other suitable material, without compensation, all of that portion of the material so removed and used. If it was intended by the Project Manager and indicated in the specifications that any or all of the materials so excavated and used were to have been wasted, then the Contractor will not be required to replace it. The Contractor shall not excavate any material from the site which is not within the excavation as indicated by the slope and grade lines, without prior consent by the Project Manager.

6.08 Final Cleaning Up: Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on property adjacent, will not be considered as having been disposed of satisfactorily.

PART 7 - PROSECUTION OF THE WORK

7.01 Authority and Duties of Project Manager

7.01.01_The Project Manager shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, the work performed, the manner of performance and the rate of progress of the Work. He shall decide all questions which may arise as to the interpretation of the Specifications, all questions as to acceptable fulfillment of the Agreement all disputes and mutual rights by the Contractors, if there be more than one Contractor on the Work, and all questions as to compensation. The decision of the Project Manager shall be final and he shall have executive authority to make effective such decisions and to compel the Contractor to carry out all orders promptly.

7.01.02 Project Manager shall be authorized to inspect work done and material furnished. Such inspection may extend to any part of the Work and to the preparation, fabrication, or manufacture of materials to be used. The Project Manager is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. He shall have the authority to reject materials or suspend the work not conforming to the Contract Documents until any questions at issue can be referred to and decided between the Consultant and the City. If the Contractor refuses to suspend operations on verbal order, the Project Manager shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands of the person in charge, the Project Manager shall immediately leave the job. Work done during the absence of the Project Manager will not be accepted nor paid for. The Project Manager shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the Project Manager may give the Contractor shall in no way be construed as releasing the Contractor from fulfilling all of the terms of the Contract.

7.02 Plans and Shop Drawings: The approved Plans will show details of all structures; lines and grades of roadways and utility systems, typical cross-sections of roadways; character of foundation;

location and designation of all structures; and the general arrangement of circuits and outlets, location of switches, panel boards and other work. Drawings and specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both. Data presented on these drawings are as accurate as planning can determine, but accuracy is not guaranteed and field verifications of all dimensions, locations, levels, and other data to suit field conditions is directed. The Contractor shall review all structural and mechanical plans and adjust all work to conform to all conditions shown therein. Discrepancies between different plans, or between plans and specifications, or regulations and codes governing the installation shall be brought to the attention of the Project Manager in writing as soon as said discrepancies are noticed. In the event such discrepancies exist and the Project Manager is not so notified, the Project Manager shall reserve the right to exercise sole authority in making final decisions, after consultation with Consultant as needed, in resolution of such a conflict. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Plans shall be in writing and approved by the Project Manager. When, at any time, reference is made to "the Plans", the interpretation shall be the Plans as affected by all authorized alterations then in effect. Plans will be supplemented by such shop drawings, to be prepared by Contractor as are necessary to adequately control the Work.

7.02.01 After checking and verifying all field measurements and approving Shop Drawings, Contractor shall submit to Project Manager for review, in accordance with the accepted schedule of Shop Drawing submissions (see Section 2.09), electronic copies (unless otherwise specified in the Specifications) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable Project Manager to review the information as required.

7.02.02 At the time of each submission, Contractor shall, in writing, call Project Manager's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

7.02.03 Project Manager will review with reasonable promptness Shop Drawings and samples, but Project Manager's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Project Manager and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for Project Manager's review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Project Manager that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

7.02.04 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed by Project Manager.

7.02.05 Project Manager's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any deviations from the Contract Documents unless Contractor has in writing called Project Manager's attention to such deviation at the time of submission and Project Manager has given written concurrence and approval to the specific deviation, nor shall any occurrence or approval by Project Manager relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

7.02.06 The cost of furnishing all Shop Drawings shall be borne by the Contractor.

7.03 Operating Manuals and Parts Lists: The Contractor shall submit complete electronic copies of operating manuals and parts lists to the Project Manager for all items of mechanical and electrical equipment incorporated into the Work unless specified otherwise in the Specifications.

7.04 As-Built Drawings: A complete set of drawings shall be maintained at the site, with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings, not used for construction purposes, which shall be kept up-to-date as the job progresses and shall be made available for inspection by the City and Consultant at all times. Upon completion of the Agreement, this set of drawings shall be delivered to the Project Manager.

7.05 Conformity with Plans and Allowable Deviations: Finished surfaces in all cases shall conform with lines, grades, cross-sections and dimensions shown on the Plans and Specifications and any approved changes or deviations. Any deviation from the Specifications and approved drawings, as may be required by the demands of construction, will in all cases be determined by the Project Manager and authorized in writing.

7.06 Coordination of Plans and Specifications: The Specifications and all supplementary plans and documents are essential parts of the Agreement, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative to describe and provide for a complete Work. The Contractor shall not take advantage of any apparent error or omission in the Specifications. In the event the Contractor discovers any apparent conflict, error or discrepancy, he shall immediately call upon the Project Manager for his interpretation and decision, and such decision shall be final. Any apparent error or discrepancy must be resolved before Contractor proceeds with the Work affected thereby.

7.06.01 In resolving such conflicts, errors and discrepancies, the following documents shall be given preference in the following order: (1) Specifications; (2) General Conditions.

7.06.02 With reference to the drawings the order of precedence is as follows:

- (1) Figures govern over scaled dimensions;
- (2) Detail drawings govern over general drawings;
- (3) Change order drawings govern over contract drawings;
- (4) Contract drawings govern over standard drawings; and
- (5) Contract drawings govern over shop drawings.

7.07 Cooperation of Contractor: Contractor shall have available on the Work site at all times one copy of the Plans and Specifications, exclusive of the set designated for as-built Drawings in Section 7.04. The Contractor shall give to the Work the constant attention necessary to facilitate the progress thereof, and he shall cooperate with the Project Manager and with other contractors in every way possible. The Project Manager shall designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent Superintendent on the Work at all times who is fully authorized as his agent on the Work; such Superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Project Manager, or his authorized representative. The Superintendent shall have full authority to execute the Work specified in the Contract Documents without delay and to promptly supply materials, tools, equipment and labor as may be required to perform such work. Such Superintendent shall be furnished irrespective of the amount of work sub-let. Said Superintendent shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

7.08 Tests and Inspections: Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections, tests or approvals.

7.08.01 If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Project Manager's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for review prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by City (unless otherwise specified). In the event any tests do not pass initially, and therefore must be performed again, all such extra tests shall be paid for by Contractor.

7.08.02 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any other public body having jurisdiction shall be performed by organizations acceptable to City and Contractor (or by Consultant if so specified).

7.08.03 If any Work that is to be inspected, tested or approved is covered without concurrence of Project Manager, it must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover such Work and Project Manager has not acted with reasonable promptness in response to such notice.

7.08.04 Neither observations by Project Manager nor inspections, tests or approvals by others shall relieve Contractor of his obligations to perform the Work in accordance with the Contract Documents.

7.09 Uncovering Work: If the Consultant or Project Manager requests it, the Contractor shall, at any time before acceptance of the Work, remove or uncover such portions of the finished Work that was not inspected by the Project Manager, or that the Consultant believes has not met the standards

set forth in the Contract Documents. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the work thus exposed, examined, or tested prove acceptable, the uncovering or removing and the replacing of the coverage or making good of the parts removed, shall be paid for as Extra Work; but should the work so exposed, examined, or tested prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. In any event, any work done or material used without suitable observation or inspection by the Project Manager or his authorized representative may be ordered uncovered, removed and replaced at the Contractor's expense. Any work outside the normal 5 day, 40 hour week will require that the Consultant be on the job. All inspection so required shall be done at the Contractor's expense and the cost thereof may be deducted from any funds due Contractor. The Contractor shall notify the Project Manager at least 24 hours in advance of the starting of any overtime work.

7.10 Removal of Defective and Unauthorized Work: All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, be removed and replaced at the Contractor's expense. Work done without lines and grades having been given, Work done beyond the lines and grades shown on the Plans, or as given, except as herein provided, Work done without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized and, at the option of the Project Manager, may not be measured and paid for and may be ordered removed and replaced at the Contractor's expense. Upon the failure of the Contractor to repair satisfactorily or to remove and replace rejected, unauthorized or condemned work immediately after receiving formal notice from the Project Manager, the City may recover for such defective Work on the Contractor's bond(s) or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the Contractor, which cost may be deducted from any money due him. In exercising its rights under this paragraph, City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, Project Manager, Consultant and their agents and employees such access to the site as may be necessary to enable City to exercise its rights under this paragraph. All direct and indirect costs of City in exercising such rights shall be charged against Contractor in an amount verified by Project Manager and agreed to by City, and a Change Order will be issued incorporating the necessary revisions to the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of its rights hereunder.

7.11 Disputed Claims for Extra Work: In case the Contractor deems extra compensation is due him for work or materials not clearly covered in the Agreement, or not ordered by the Project Manager as an extra, the Contractor shall notify the Project Manager in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim and shall afford the

Project Manager every facility for keeping strict account of the actual cost of the work. Failure on the part of the Contractor to give such notification or to afford the Project Manager proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the Project Manager shall not in any way be construed to prove the validity of the claim. When the work has been completed, the Contractor shall, within 15 days, file his claim for extra compensation with the Project Manager, who will present it to the City for consideration with his recommendations. Further written supporting data will be submitted to the Project Manager within 45 days of completion of the aforementioned work unless Project Manager allows an additional period of time to ascertain more accurate data. Project Manager shall render a decision to Contractor within a reasonable period of time.

7.12 Rejecting Defective Work: Project Manager will have authority to reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in this PART 7 whether or not the work is fabricated, installed or completed.

PART 8 - CONTROL OF MATERIAL

8.01 Source of Supply and Quality of Materials: The source of supply of each of the materials required shall be reviewed and accepted by the Project Manager before delivery is started. Representative preliminary samples of the character and quality specified may be submitted by the Contractor or producer for examination and testing. The results obtained from testing such samples may be used for preliminary review but will not be used as a final acceptance of the materials. All materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing, it is found that sources of supply which have been reviewed and accepted do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish acceptable materials from other sources acceptable to the Project Manager.

8.02 Acceptance of Materials: Samples of all materials for testing, upon which is to be based acceptance or rejection, shall be taken by the Project Manager or his authorized representative at the discretion of the Project Manager. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection, and testing shall be done in accordance with the methods hereinafter prescribed. The Contractor shall provide such facilities as the Project Manager or his authorized representative may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the Work any materials represented by the samples until tests have been made and the material found to be acceptable. Only materials conforming to the requirements of the Specifications and which have been accepted by the Project Manager shall be used in the Work. Any material which, after acceptance, has for any reason become unfit for use shall not be incorporated into the Work. Additionally, Contractor and Project Manager shall be subject to the procedures and responsibilities set forth in Section 7.02.02 through 7.02.06 as they pertain to samples.

8.03 Cited Specifications, Samples and Tests: Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the Specifications, shall be in accordance with the most current standards set forth in the Specifications. The testing of all samples shall be done at the expense of the Contractor (unless otherwise specified

in the Contract Documents) at an independent laboratory accepted by the Project Manager. The Contractor shall furnish the required samples without charge. All samples shall have been checked and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. The Contractor shall give sufficient notification to the Project Manager of the placing of orders for materials to permit testing.

8.04 Storage: Materials shall be stored so as to insure the preservation of their quality and fitness for the Work. When considered necessary by the Project Manager, they shall be placed on wooden platforms, or other hard, clean surfaces and not on the ground, and shall be placed under cover or otherwise protected. Stored materials shall be located so as to facilitate prompt inspection.

8.05 Substitution of Materials and Equipment: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Project Manager will be as set forth in Sections 8.05.01 and 8.05.02 below as supplemented in the Specifications.

8.05.01 Requests for review of substitute items of material and equipment will not be accepted by Project Manager from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Project Manager for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Project Manager in evaluating the proposed substitute. Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Project Manager will be the sole judge of acceptability, and no substitute will be ordered or installed without Project Manager's prior written acceptance. City may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

8.05.02 Project Manager will record time required by Project Manager and Project Manager's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents or Specifications occasioned thereby. Whether or not Project Manager accepts a proposed substitute, Contractor shall reimburse the City for the charges of Project Manager and Project Manager's consultants for evaluating any proposed substitute.

8.05.03 In case of a difference in price, the City shall receive benefit of the difference for any substitutions, and the contract amount shall be altered by Change Order to credit the City with any savings so obtained with allowance for a Contractor's fee per Section 11.10.

8.06 Defective Materials: All materials not conforming to the requirements of the Specifications shall be considered defective. Whether in place or not, such material shall be removed immediately from the site of the Work, unless otherwise permitted by the Project Manager. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply promptly with any order of the Project Manager made under the provisions of this Part, the Project Manager shall have the authority to remove defective materials and to deduct the cost of removal and replacement with specified materials from any moneys due or to become due the Contractor.

PART 9 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

9.01 Laws to be Observed: The Contractor is assumed to be familiar with all federal, state and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas of misunderstanding or ignorance on the part of the Contractor will, in any way, serve to modify the provisions of the Agreement. However, if Contractor observes that the Specifications or Drawings are at variance with any relevant federal, state and local laws, codes, ordinances, or regulations, Contractor shall give Project Manager prompt written notice thereof and any necessary charges shall be adjusted by an appropriate modification. The Contractor, at all times, shall observe and comply with all federal, state and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work, and the Contractor and his Surety shall indemnify and save harmless the City and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, codes, ordinances, regulations, orders, or decrees, whether by himself or his employees.

9.02 Permits and Licenses: Unless otherwise provided in the Special Conditions, the Contractor shall procure all permits and licenses, pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, and give all notices necessary and incidental to the due and lawful prosecution of the Work. City shall assist Contractor, when necessary, in obtaining such permits and licenses. A copy of all permits and licenses procured by Contractor shall be promptly supplied to Project Manager.

9.03 Taxes: The City is eligible for sales, consumer, and use tax exemption. The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt Contractor from paying sales, consumer, or use tax but shall be responsible for the filing of City use tax forms. The Agreement is intended to be awarded under appropriate exemption procedures. Sales, consumer, and use tax shall not be included in the Bid price.

9.04 Patented Devices, Materials and Processes: If the Contractor is required or desires to use any design, device, invention, product, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or patent owner and shall pay all license fees and royalties and assume all costs incidental to said use in performance of the Work or incorporation in the Work. The Contractor and the Surety shall indemnify and save harmless

the City and Consultant from any and all claims for infringement by reason of the use of any such patented design, device, invention, product, material, or process or any trademark or copyright in connection with the work agreed to be performed under this Contract, and shall indemnify the City for any costs, expenses, and damages which the City may be obliged to pay by reason of any such infringement at any time during the prosecution, or after the completion of the Work.

9.05 Sanitary Provisions: The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health or of other authorities having jurisdiction thereover.

9.06 Safety and Protection: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss as specified in Subsections 9.06.01 through 9.06.03, as follows:

9.06.01 All employees on the Work Site and other persons who may be affected thereby;

9.06.02 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

9.06.03 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.06.04 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Subsections 9.06.02 or 9.06.03 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of City or Consultant or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and final payment has been made.

9.06.05 The Contractor shall not close any road to the public except by express permission of the City. When any road under construction is being used by the traveling public, special attention shall be paid to keeping both the subgrade and surface in such condition that the public can travel the same in comfort and safety. The Contractor shall cooperate with the Project Manager in the regulation of traffic. If the Contractor constructs temporary bridges or temporary stream crossings, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

9.06.06 Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated in writing by Contractor to City.

9.07 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Consultant or City, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

9.08 Barricades, Signs and Hazard Markings: The Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals and lights for the protection of the Work and the safety of the public. Contractor shall comply with the provisions of any and all applicable traffic safety manuals which may be published or adopted by a governmental entity having jurisdiction over the Project area. All barricades, signs, and obstructions erected by the Contractor shall be illuminated at night and all devices for this purpose shall be kept burning from sunset to sunrise. The Contractor shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Project Manager may order the damaged portion immediately removed and replaced by the Contractor without cost to the City if, in Project Manager's opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project shall have been accepted.

9.09 Use of Explosives: When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual, at least one business day in advance of any blasting which may damage their property on, along, or adjacent to the site. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen at all times.

9.10 Protection and Restoration of Property: The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, including but not limited to trees, fences, monuments and underground structures, on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. Contractor shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in Contractor's or any Subcontractors' manner or method of executing said Work, or due to his or any Subcontractor's non-execution of said Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Work shall have been completed and accepted. The Contractor's attention is directed to the importance of protecting all public utilities encountered on all projects. These may include telephone, telegraph, cable television, and power lines, water lines, sewer lines, gas lines, railroad tracks or other structures, and other overhead and underground utilities. Before any excavation is begun in the vicinity of utilities, each utility company concerned must be notified in advance of such excavation, and such excavation shall not be made

until an authorized representative of the utility company concerned is on the site and has designated the location of their facilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof on the part of the Contractor or Subcontractor, Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or to have started action to make good such damage or injury, the Project Manager or City may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof may be deducted from any money due or which may become due the Contractor under the Contract. The cost of damages due to Contractor's operation or cost of protecting utilities where required to permit construction under this Agreement shall be included in the original Contract Price for the Project.

9.11 Responsibility for Damage Claims: To the fullest extent permitted by law, the Contractor and Surety shall indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the Project, or on account of any act or omission by the said Contractor, Subcontractor, their agents and employees, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation laws, or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract, as shall be considered necessary by the City, may be retained or, in case no money is due, his Surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the City.

9.12 Contractor's Responsibility for Work: Until the final acceptance of the Work by the Project Manager as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, and the Contractor at his own expense shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage, barricades and warning signs where necessary. The Contractor shall make good or replace at his own expense and as required, any material which may be broken, lost through fire, theft, or otherwise damaged, or in any way made useless for the purpose and use intended by these Contract Documents prior to final acceptance of the Work even though such breakage, damage, loss or uselessness may result from causes beyond the control of the Contractor.

9.13 No Waiver of Legal Rights: Inspection by the Consultant or Project Manager, or by any of their duly authorized representatives; any order, measurement, or certificate by the Consultant; any order by the City for the payment of money, any payment for or acceptance of any work or any extension of time; or any possession taken by the City shall not operate as a waiver of any provisions of the Contract, or any power therein provided, or any waiver of any other or subsequent breach. The City

reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of these Documents. The City reserves the right to claim and recover by process of law, sums to correct any error or make good any deficiencies in the Work resulting from error, dishonesty, or collusion, including attorneys' fees.

9.14 Limitation on Consultant and City's Responsibility: Neither Consultant nor City will be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and neither Consultant nor City will be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.14.01 Neither Consultant nor City will be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

9.14.02 Neither Consultant nor City's authority to act under the Contract Documents nor any decision made by Consultant or City in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of City or Consultant to Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.15 Rights-of-Way: The City will furnish all lands and rights-of-way required for completion of this Contract. In acquiring lands and rights-of-way the City will proceed as expeditiously as possible, but in the event all rights-of-way or easements are not acquired prior to beginning of construction the Contractor shall begin work on such lands and rights-of-way that have been acquired. In the event of litigation or other delays in acquiring lands or rights-of-way, the time allowed herein for completion will be extended to compensate for the time actually lost by such delay.

9.16 Use of Premises: Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

PART 10 - PROSECUTION AND PROGRESS

10.01 Supervision: Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contractor Documents. Contractor shall be responsible to see that the finished Work complies with the Contract Documents.

10.02 Subcontractors: Contractor shall only employ Subcontractors in accordance with the provisions set forth below:

10.02.01 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute against whom City or Consultant may have reasonable objection. A Subcontractor or other person or organization identified in writing to City and Consultant by Contractor prior to the Notice of Award and not objected to in writing by City and Consultant prior to the Notice of Award will be deemed acceptable to City and Consultant. Acceptance of any Subcontractor, other person or organization by City or Consultant shall not constitute a waiver of any right of City or Consultant to reject defective Work. If City or Consultant, after due investigation, has reasonable objection to any Subcontractor, or other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, or other person or organization against whom Contractor has reasonable objection.

10.02.02 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable, all to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between City or Consultant and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City or Consultant to pay or to see to the payment of any monies due any Subcontractor or other persons or organization, except as may otherwise be required by law. City or Consultant may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

10.02.03 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

10.02.04 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City and Consultant. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Part 5.

10.03 Prosecution of Work: The Contractor shall notify the Project Manager at least forty-eight (48) hours in advance of the time he intends to begin Work on the site. The Contractor shall operate at such points as the City, through the Project Manager, may direct. The Contractor shall conduct the Work in such a manner and with sufficient materials, equipment, and labor as is necessary to insure its completion within the time limit set forth in the Contract Documents. Should the prosecution of work, for any reason, be discontinued by the Contractor, he shall notify the Project Manager at least forty-eight (48) hours in advance of resuming operations.

10.04 Limitations of Operations: The Contractor shall, at all times, conduct the Work in such manner as will insure the least practicable interference with traffic and existing utility systems. No section of any road shall be closed to the public, nor any utility system put out of service except

after permission has been granted by the Project Manager. Each item of work shall be prosecuted to completion without delay and in no instance will the Contractor be permitted to transfer his forces from uncompleted work to new work without prior written notification of the Contractor to the Project Manager. The Contractor shall not open up work to the prejudice of work already started.

10.05 Schedules: When requested by Project Manager, Contractor shall submit a final schedule of shop drawing submissions and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to Project Manager. The schedule of values shall include quantities and unit prices aggregating to the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of a schedule of values by Project Manager, it shall be incorporated into a form of application for payment acceptable to Project Manager. The Contractor shall also forward to the Project Manager on a monthly basis, a progress schedule, a summary report of the progress of the various parts of the Work under the Contract in the mills or shops and in the field, stating the existing status, rate of progress, estimated time of completion and cause of delay, if any.

10.06 Character of Workers and Equipment: The Contractor shall employ such Superintendents, foremen, and workers as are careful and competent, and the Project Manager may demand the dismissal of any person or persons employed by the Contractor in, about, or upon the Work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties, or who neglects or refuses to comply with the Contract Documents and such person or persons shall not be employed again thereon without the written consent of the Project Manager. Should the Contractor continue to employ, or again employ, such person or persons, the Project Manager may withhold all payments which are or may become due, or the Project Manager may suspend the Work until such orders are complied with. No preference or discrimination among citizens of the United States shall be made, except as may be required by special labor provisions, including Sections 8-17-101 and 8-17-102, C.R.S. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, roadways, adjacent property, or other objects will result from its use. The Contract may be terminated if the Contractor fails to provide adequate equipment for the Work. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

10.07 Temporary Suspension of Work: The Project Manager shall have the authority to suspend the Work wholly or in part because of unfavorable weather or other essential conditions, or because of the failure on the part of the Contractor to properly prosecute the Work in accordance with the Contract, to carry out orders or to remove defective material or work. The Contractor shall not suspend the Work without written authority and prior to resuming work shall give the Project Manager adequate notice to afford an opportunity to re-establish observation and inspection of work being performed.

10.08 Determination and Extension of Contract Time for Completion: The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the Work contracted, within the number

of calendar days stipulated in the Agreement. Time will be assessed against the Contractor beginning with the actual date of the Notice to Proceed. In adjusting the Contract Time for the completion of the Project, all strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control, such as fires, floods, abnormal weather conditions, or acts of God, and also any suspensions ordered by the Project Manager for causes not the fault of the Contractor, shall be excluded from the computation of the Contract Time for completion of the Work. If the satisfactory execution and completion of the Agreement shall require work or materials in greater amounts or quantities than those set forth in the Agreement, then the Contract Time shall automatically be increased as negotiated between Contractor and Project Manager and accepted by City as set forth in a Change Order. No allowances will be made for delays or suspensions of the prosecution of the Work due to the fault of the Contractor. In order to secure an extension of time for delays beyond his control, the Contractor shall within ten (10) days from the beginning of any such delay notify the Project Manager in writing of the causes of delay, whereupon the Project Manager shall ascertain the facts and the extent of the delay and extend the time for completing the Work in an amount equal to time lost due to said delay when, in his judgment, the findings of fact justify such an extension, and his finding of fact thereon shall be final and conclusive. The Contract Time may only be changed by Change Order or Supplemental Agreement.

10.09 Failure to Complete Work on Time: In case the Contractor shall fail to fully perform and complete the Work in conformity to the provisions and conditions of the Agreement within the specified time limit for such performance and completion or within such further time as, in accordance with the provisions of this Agreement, shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City for each and every day of the additional time in excess of the Contract Time and any granted extensions thereof, the sum set forth in the Agreement as liquidated damages and not as a penalty. The parties agree that City will suffer loss and damage; however, due to the uncertainty and difficulty of measuring actual damages for every day the Work remains uncompleted and unfinished, the parties agree that said sum is a reasonable forecast of compensatory damages. The City shall recover said damages by deducting the amount thereof out of any moneys which may be due or become due the contractor, or by an action at law against the Contractor or his Surety, or by either or both of these methods. If the completion of the Work is delayed beyond the time herein set, in addition to any other penalty or damage, all costs of engineering and inspection on behalf of the City which are incurred after the Contract Time has elapsed may be charged to the Contractor and be deducted from any payment, or collected by an action of law against the Contractor or his Surety, or by either or both of these methods.

10.10 Adjustment for Suspended Work: In the event the Contractor is ordered by the Project Manager, in writing, to suspend work for some unforeseen cause not provided for in the Specifications, and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date set out in written order for work to cease until the date of the order for work to resume. Claims for such compensation shall be filed with the Project Manager within ten (10) days after the date of the order to resume work or such claims will not be considered. The Contractor shall submit with his claims substantiating papers covering the entire amount shown on the claim. After receiving relevant information, the City shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final. No provision of this Part shall be construed as entitling the Contractor to

compensation for delays due to inclement weather, delays due to failure of surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the Specifications.

10.11 Termination of Contract: The Contract may be terminated by the City for the following reasons:

- (a) Failure of the Contractor to start the Work on the date given in the Notice to Proceed;
- (b) Substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time;
- (c) Deliberate failure on the part of the Contractor to observe any requirement of the Contract Documents;
- (d) Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Project Manager;
- (e) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under the Agreement;
- (f) If the Contractor is adjudged a bankrupt or insolvent;
- (g) If the Contractor shall allow any final judgment to stand against him unsatisfied for a period of ten (10) days;
- (h) If the Contractor makes an assignment for the benefit of creditors;
- (i) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- (j) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- (k) If Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
- (l) If Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment;
- (m) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- (n) If Contractor disregards the authority of Project Manager or Consultant; or
- (o) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

10.11.01 Before the Agreement is terminated, the Contractor and his Surety will first be notified in writing by the Project Manager of the conditions which make termination of the Agreement imminent. Seven (7) days after this is given, if a satisfactory effort has not been made by the Contractor or his Surety to correct the conditions, the City may declare the Contract terminated and notify the Contractor and his Surety accordingly. Upon receipt of notice from the City that the Agreement has been terminated, the Contractor shall immediately discontinue all operations. The City may then proceed with the Work in any lawful manner that they may elect until it is finally completed. City may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the Work as City may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished.

10.11.02 If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to City. Such costs incurred by City shall be verified by Consultant and incorporated in a Change Order, but in finishing the Work, City shall not be required to obtain the lowest figure for the Work performed.

10.11.03 Where Contractor's services have been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

10.11.04 Upon seven (7) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any expense sustained plus reasonable termination expenses.

10.12 Cooperation with Other Contractors: In connection with the improvements under this Agreement, the right is reserved to award any work not included in the Contract to another Contractor for performance during the progress of this Agreement, or to perform such work with the City's forces, and the Contractor for this Contract shall cooperate and so conduct his operations as to minimize the interference therewith, as directed by the Project Manager.

10.13 Termination of Contractor's Responsibility: This Agreement will be considered complete when all work has been finished, the final inspection made and the work accepted by the Project Manager and all claims for payment of labor, materials, or services of any kind used in connection with the Work have been settled for by the Contractor or his Surety. The Contractor will then be released from further obligation except that the Performance Bond executed for performance of this Contract shall be in full effect for the full Warranty Period following completion and acceptance of the Work and final payment. Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or workmanship within the Warranty Period . Corrections during said period shall be made in accordance with the provisions of Section 12.05.

PART 11 - MEASUREMENT AND PAYMENT

11.01 Detail Estimate: When requested by Project Manager, Contractor shall furnish a detailed estimate and breakdown of the Bid for any lump sum item involving more than one item of construction. This breakdown, when approved by the Project Manager, may be used as the basis for making partial payments to the Contractor.

11.02 Measurement of Quantities: The determination of quantities of work acceptably completed under the terms of this Agreement, will be made by the Project Manager and based on measurements taken by his assistants. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on plans or specified. Structures shall be measured as shown on the Plans. When base course, topsoil,

surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the Project Manager. The Project Manager may require all vehicles to have uniform capacity.

11.03 Scope of Payment: The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all work contemplated and embraced under this Agreement; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Project Manager, and for all risks of every description connected with the prosecution of the Work, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified, and for any infringement of patent, trademark, or copyright; and for completing the Work according to the Plans, Specifications, and Contract Documents. Neither the payment of any estimate or progress payment, nor the payment of any retained percentage shall relieve the Contractor of any obligations to make good any defective work or material. No moneys, payable under this Agreement, or any part thereof, shall become due and payable if the City so elects, until the Contractor shall satisfy the City that he has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith, and the City, if it so elects, may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any moneys due Contractor. In the event the Surety on any contract, Performance Bond or Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may, at its election, withhold payment any moneys due Contractor until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such Surety.

11.04 Change Orders:

11.04.01 Regardless of the basis of bids, the Contract Price shall not be exceeded without a Change Order approved in writing by the City. If the Contract Price is based on unit prices, Contractor shall notify City immediately upon determining inaccuracies in bid tab quantities.

11.04.02 Changes in the Work, Contract Price, Contract Time, or progress schedule shall be made only by a Change Order in writing specifying what changes are to be made. The Contractor shall not make changes in the Work, Contract Price, and/or Contract Time without written authorization from an authorized representative of the City.

11.04.03 The Contractor shall, before commencing work pursuant to a Change Order, submit to the City a proposal for adjusting the Contract Price to accomplish the change as described in the Change Order. If the Contractor's proposal is accepted in writing by the City, the Contractor shall proceed with the work, and the Contract Price shall be adjusted in accordance with the proposal. In the event the total cost increase due to unforeseen circumstances cannot be reasonably estimated prior to completion of the extra work, Contractor shall submit a proposal outlining the means by which the total cost increase shall be determined to City for written approval.

11.04.04 Except as hereinafter provided, Contractor shall not commence any work covered by a Change Order until City and Contractor have first agreed upon the adjustment, if any, of the Contract Price and/or Contract Time as herein provided.

11.04.05 Additional work performed by the Contractor without written authorization from the City will not entitle the Contractor to an increase in the Contract Price or Contract Time.

11.04.06 Notwithstanding any provisions contained herein to the contrary, the Contractor, in an emergency immediately affecting the safety of persons or property, without special authorization from the City, may act at its discretion to prevent injury or damage and the Contractor shall so act if instructed to do so by the City. Any compensation claimed by the Contractor for actions necessitated by the emergency shall be determined in the manner provided for herein, except that the failure of the Contractor to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

11.04.07 The Contractor should be familiar with the City & County of Broomfield Ordinances as set forth in the Broomfield Municipal Code. The following contract deduction schedule will be implemented for violation of the City Code.

First violation	Written warning
Second violation	\$1000 deduction from contract price
Third violation	\$2500 deduction from contract price
Fourth violation	\$5000 deduction from contract price

If another violation occurs, the Contractor's Agreement may be terminated and may be cause to reject future bids from the Contractor.

The Contractor is advised to pay particular attention to the following sections of the City Code.

- The work hours for construction are Monday - Friday 7 am to 7 pm unless expressly changed in the project specifications. The Contractor shall not fuel, transport equipment, or start equipment outside of these hours.
- The Contractor shall stay within the project work limits.
- Contractor shall pay particular attention to section 9.06 and 9.10 of the General Conditions to this Agreement.

City shall be entitled to process a deductive change order for any such penalties.

11.05 Payment for Increased or Decreased Quantities: When alterations in the Plans or quantities of work, not requiring supplemental agreements, are ordered and performed, the Contractor shall accept payment in full at the unit prices for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

11.06 Payment for Deleted Items: As provided in Section 6.03 the Project Manager shall have the right to cancel or alter the portions of the Agreement relating to the construction of any item or items therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation, alteration, or suspension of the Work by order of the Project Manager. The Contractor shall accept payment in full at unit prices or per the schedule of values for any work actually performed prior to the date of cancellation, alteration, or suspension of the work by order of the Project Manager. No allowance will be made for anticipated profits in reimbursements to the Contractor for deleted items of work. Acceptable materials ordered by the

Contractor or delivered on the Work site prior to the date of cancellation, alteration, or suspension of the Work by order of the Project Manager will be paid for at the actual cost to the Contractor and shall thereupon become the property of the City. The Contractor shall immediately submit certified statements covering all money expended in preparation for any deleted item, and he shall be reimbursed for any money expended in preparation for any work on any deleted item when such preparation has no value to the remaining items of this Agreement, or for a proportionate amount based on the total Contract Price over which such preparation would ordinarily be distributed when other items are included in such preparation.

11.07 Extra Work: Extra work shall be covered by a Supplemental Agreement or Change Order to be signed by both parties before such work is commenced. Extra work will be paid for either at a unit price or lump sum basis agreed upon, or on the basis of the Cost of the Work as set forth in Sections 11.08 and 11.09 plus a contractor's fee for overhead and profit as set forth in Section 11.10. The Contractor shall make no claim for work done on cost of work basis unless performed on written order and in accordance therewith. Work performed prior to a written order by the Project Manager will not be paid for.

11.08 Cost of the Work: The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 11.09.

11.08.01 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health, and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include Superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by City.

11.08.02 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to City, and Contractor shall make provisions so that they may be obtained.

11.08.03 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine, with the advice of Consultant, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.08.04 Costs of special consultants employed for services specifically related to the Work.

11.08.05 Supplemental Costs including the following:

- (a) The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- (b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.
- (c) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by the City with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removing thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, or machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- (d) Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority; however, as set forth in Section 9.03, it is intended that no such taxes be applicable.
- (e) Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
- (f) Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the execution of the Work, provided they have resulted from causes other than the negligence of Contractor, or any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Section 11.10.02.
- (g) The cost of utilities, fuel and sanitary facilities at the site.
- (h) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- (i) Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.09 Exclusions to Cost of the Work: The term "Cost of the Work" shall not include any of the following:

11.09.01 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in

the agreed upon schedule of job classifications referred to in Section 11.08.01, all of which are to be considered administrative costs covered by the Contractor's fee.

11.09.02 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

11.09.03 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.09.04 Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

11.09.05 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.09.06 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.08.

11.10 Contractor's Fee: The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

11.10.01 A mutually acceptable fixed fee; or if none can be agreed upon,

11.10.02 A fee based on the following percentages of the various portions of the Cost of the Work:

- (a) For costs incurred under Sections 11.08.01 and 11.08.02, the Contractor's fee shall be 10%.
- (b) For costs incurred under Section 11.08.03, the Contractor's fee shall be 5%; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be 10%.
- (c) No fee shall be payable on the basis of costs itemized under Sections 11.08.04, 11.08.05, and 11.09.

11.11 Credit: The amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.12 Substantiation of Cost of the Work: Whenever the cost of any work is to be determined pursuant to Sections 11.08 and 11.09, Contractor will submit in a form acceptable to Project Manager an itemized cost breakdown together with supporting data.

11.13 Application for Progress Payment: By the 5th day of each month, Contractor shall submit to Project Manager for review and approval an application for payment filled out and signed by

Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents and also as Project Manager may reasonably require. Materials on hand but not complete in place shall not be included for payment. Each subsequent application for payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full of all of Contractor's obligations reflected in prior applications for payment. The Contractor shall be paid ninety-five (95) percent of the calculated value of completed work with respect to progress payments as provided by Article 91, Title 24, C.R.S.

11.14 Contractor's Warranty of Title: Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens").

11.15 Review of Applications for Progress Payment: Project Manager will, within ten (10) days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to City, or return the application to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. City shall, within thirty (30) days of Project Manager's recommendation, pay Contractor the amount recommended.

11.15.01 Project Manager's recommendation of any payment requested in an application for payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the application for payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation), and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the monies paid or to be paid to Contractor on account of the Contract Price, or that title to any work, materials or equipment has passed to City free and clear of any claims.

11.15.02 Project Manager's recommendation of final payment will constitute an additional representation by Project Manager to City that the conditions precedent to Contractor's being entitled to final payment as set forth in paragraph 11.20 have been fulfilled.

11.16 Project Manager's Refusal to Recommend Payment: Project Manager may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representation to City. Project Manager may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify

any such payment previously recommended to such extent as may be necessary in Project Manager's opinion to protect the City from loss because:

11.16.01 the Work is defective, or completed work has been damaged requiring correction or replacement.

11.16.02 written claims have been made against City or statement of claims have been filed in connection with the Work.

11.16.03 the Contract Price has been reduced because of Modifications.

11.16.04 City has been required to correct defective work or complete the Work in accordance with paragraph 8.06.

11.16.05 the Contractor's prosecution of the Work in accordance with the Contract Documents has been unsatisfactory, or

11.16.06 Contractor has failed to make payment to Subcontractors, or for labor, material or equipment.

11.17 Progress Payments: The progress payment will be approximate only, and all partial or monthly progress payment shall be subject to correction in the payment following discovery of an error in any previous payment. Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first payment made after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent payment until the defects have been remedied or the causes for doubt removed.

11.18 Final Inspection: Upon written notice from the Contractor that the Work is complete, Project Manager will make a final inspection with Consultant, as required, and Contractor. Project Manager will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

11.19 Final Application for Payment: After Contractor has completed all such corrections to the satisfaction of Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after Project Manager has indicated that the Work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Project Manager may reasonably require, together with complete and legally effective releases or waivers (satisfactory to City) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the City or City's

property might in any way be responsible, have been paid or otherwise satisfied; and consent to the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to the City to indemnify the City against any claim.

11.20 Final Payment and Acceptance: If, on the basis of Project Manager's observation of the Work during construction and final inspection, and Project Manager's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, Project Manager is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Project Manager will, within ten (10) days after receipt of the final application for payment, indicate in writing his recommendation of payment and present the application to the City for payment. Thereupon Project Manager will give written notice to the City and Contractor that the Work is acceptable subject to continuing obligations under the Contract Documents. Otherwise, Project Manager will return the application to Contractor, indicating in writing the reason for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application.

All prior progress payments shall be subject to correction in the final payment.

If the application and accompanying documentation are appropriate as to form and substance, and acceptable to City, City shall cause publication to commence of the notice of final settlement in accordance with the City's statutory requirements and City shall make final settlement in accordance with section 38-26-107 CRS.

In the event no claims are made against Contractor in response to said publication, City shall pay Contractor the amount of final payment recommended by the Project Manager. In the event claim(s) are made against Contractor, City shall withhold the amount of any asserted claim(s) against Contractor until said claims have been resolved; however, City shall pay Contractor the balance of the final payment.

The acceptance by the Contractor of the final payment shall operate as and shall be a release to the City from all claims or liability arising from the prosecution of the Work under the Contract.

11.21 Contractor's Continuing Obligation: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any payment by Project Manager, nor any payment by City to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor the issuance of a notice of acceptability by Project Manager pursuant to Section 11.20, nor any correction of defective Work by City shall constitute an acceptance of the Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

11.22 Change in Contract Price: The Contract Price may only be changed by Change Order or Supplemental Agreement.

PART 12 - WARRANTY AND GUARANTEE; ACCESS TO WORK; CONTINUATION OF WORK; AND PARTIAL UTILIZATION

12.01 Warranty and Guarantee: Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the Specifications.

12.02 Access to Work: Project Manager and Project Manager's representatives, other representatives of the City, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.

12.03 Continuing the Work: Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and the City may otherwise agree in writing.

12.04 Partial Utilization: Use by the City of completed portions of the Work may be accomplished prior to completion of all the Work subject to the following:

12.04.01 City at any time may request Contractor in writing to permit City to use any part of the Work which City believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to City that said part of the Work is substantially complete. Within a reasonable time thereafter, Project Manager, Contractor and City shall make an inspection of that part of the Work to determine its status of completion.

Prior to City's use, Project Manager will deliver to City and Contractor a written recommendation as to the division of responsibilities pending final payment between City and Contractor with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which is binding upon City and Contractor as to that part of the Work, unless City and Contractor shall have otherwise agreed in writing, or shall have objected to the Project Manager in writing within fifteen (15) days of receiving Project Manager's recommendations.

City shall have the right to exclude Contractor from any part of the Work which City uses, but City shall allow Contractor reasonable access to complete or correct items.

12.04.02 In lieu of the provisions of Section 12.04.01, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, City and Contractor have agreed as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

12.04.03 No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to acknowledgment from the insurers providing the property insurance on the

Work that notice of such occupancy has been received and that said insurers, in writing, have effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapsed on account of any such partial use or occupancy.

12.05 Warranty Period: The Warranty Period may be as prescribed by law, by the terms of any applicable special guarantee required by the Contract Documents, by any specific provision of the Contract Documents, or per the City's Standards and Specifications. The Warranty Period shall commence after the date of final payment as set forth in Section 11.20.

If any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work.

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also pay for any damage done to other work, other property or persons which occurred as a result of the defective Work within Warranty Period.

12.06 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. In such case, if acceptance occurs prior to Project Manager's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to City.

PART 13 - WORK BY OTHERS

13.01 City may perform additional Work related to the project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional Work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate Contractor's Work with that of others.

13.02 If any part of Contractor's Work depends for proper execution or results upon the work of any such other Contractor or utility service company (or City), Contractor shall inspect and promptly report to Project Manager, in writing, any patent or apparent defects or deficiencies in such work that render it unsuitable for proper execution and results. Contractor's failure so to report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work, except for latent or nonapparent defects and deficiencies in the other work.

13.03 Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not

endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Project Manager and the others whose work will be affected.

13.04 If the performance of additional work by other contractors or utility service companies or City was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional work.

PART 14 - MISCELLANEOUS

14.01 Giving Notice: Whenever any provisions of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by depositing it in the United States mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.03 Notice of Injury or Damage: Should City or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage, and in accordance with any statutory requirements.

14.04 General: The duties and obligations imposed by the General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City and Consultant thereunder, shall be in addition to, and shall not be construed in any way as to limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Section shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.

14.05 Titles and Headings: The titles and headings used in the Contract Documents are for guidance and convenience and are not intended to control over the specific language contained in the body of the Sections in the event a conflict, error, or discrepancy occurs. Further, titles and headings shall not limit the scope of a part or section.

14.06 GPS Monuments: The Contractor is responsible for protecting all Broomfield GPS Monuments in the work area. If a monument is damaged or destroyed, the Contractor will be required to pay for the Broomfield County Surveyor to replace the monument.



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Rebecca Baker, Floodplain Manager

Memo Title/Subject: IGA Amendment with MHFD for City Park Channel Improvements at Main Street

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to proceed with Phase 1 of the City Park Channel Improvement project, the appropriate motion is... **That Resolution 2026-84 be adopted.**

Summary

This IGA Amendment allocates Mile High Flood District (MHFD) funds budgeted for Broomfield County's 2026 Capital and Maintenance funds and CCOB 2026 Capital Improvement Program (CIP) funds for Phase 1 of the City Park Channel improvements.

The [City Park Channel](#) is a major drainageway, and FEMA mapped floodplain in Broomfield that runs through Midway Park, Emerald Park, and Community Park. CCOB has partnered with MHFD to complete phased improvements to the channel from US 287 to Spader Way. This project is critical to enhancing public safety, improving storm drainage, and improving infrastructure resiliency.

Phase 1 improvements extend from just upstream of Community Park Pond to 300 feet upstream of Main Street as shown on this [vicinity map](#). The Phase 1 improvements remove floodplain overtopping of Main Street, enhance vehicular safety, and channelize the floodplain through Community Park, reducing maintenance issues through the park caused by large storm events. A new [pedestrian underpass at Main Street](#) will provide a safe, grade-separated route for cyclists and walkers, separated from vehicle traffic.

The work at Main Street and across Community Park is the first phase of the project. The portion of the project across Community Park was originally anticipated to be completed by the Broomfield Town Square Alliance (BTSA) as part of the Broomfield Town Square development. Because the BTSA is not prepared to start construction at this time, and drainage projects must be completed from downstream to upstream to maintain positive drainage, the portion of the project through Community Park (the most downstream portion) has been added to Phase 1 of the City Park Channel Improvement project. Staff coordinated closely with the BTSA team and their current plans throughout the design of Phase 1 of the project. This portion of the project is estimated to cost approximately \$1.5 million. The additional funding is proposed to be allocated to the City Park channel project from the Broomfield Urban Renewal Authority fund as part of the 2026 revised budget. The BTSA team agreed to reimburse CCOB for these improvements once they are completed.

Future upstream phases will be planned, designed, and implemented as funding and approvals allow.

Meeting Date: August 11, 2026

Title of Memo: IGA Amendment with MHFD for City Park Channel Improvements at Main Street

Prepared By: Rebecca Baker, Floodplain Manager

Project Status

With input from BTSA, [final construction plans](#) have been completed. FEMA has approved the Conditional Letter of Map Revision (CLOMR), and U.S. Army Corps of Engineers (USACE) has approved construction.

MHFD has selected Naranjo Construction for the project. If the IGA Amendment is approved, construction is anticipated to begin in September 2026 and will take approximately 18 months to complete.

Financial Considerations

The total 2026 IGA amount is \$10,142,137. This project is fully funded through a combination of Broomfield's Capital Improvement Program (CIP) funds and MHFD capital and maintenance funds. CCOB's 2026 Contribution totals \$789,493.

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount. If future phases require additional funding, staff will return to Council for further IGA amendments.

Sources and Uses of Funds	Amount
Previously Contributed (CCOB and MHFD, held in MHFD account)	\$8,332,644
2026 Stormwater Fund - City Park Channel (16K0052, 49-70811-55200)	\$790,000
MHFD 2026 Maintenance Funding	\$300,000
MHFD 2026 Capital Improvement Funding	\$720,000
Design and Permitting (FEMA, USACE)	-\$495,000
Construction	-\$8,577,644
Contingency	-\$1,000,000
Projected Balance	\$0

Prior Council or Other Entity Actions

Prior Council Action adoption of [Resolution 2025-77](#), June 3, 2025; [Resolution 2024-87](#), September 24, 2024; and [Resolution No. 2023-127](#), October 10, 2023.

RESOLUTION NO. 2026-84

A resolution approving the Third Amendment to the Agreement with Mile High Flood District for Design and Construction of Drainage and Flood Control Improvements for the City Park Channel at Main Street

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

Section 1.

The Third Amendment to the Agreement regarding Design and Construction of Drainage and Flood Control Improvements for the City Park Channel at Main Street between the City and County of Broomfield and Mile High Flood District is hereby approved.

Section 2.

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

Section 3.

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

Approved on August 11, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CITY PARK DRAINAGEWAY AT MAIN STREET

Agreement No. 23-08.14C
Project No. 106760

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter called "THIRD AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY AND COUNTY OF BROOMFIELD (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for City Park Drainageway at Main Street" (Agreement No. 23-08.14) dated October 17, 2023, as amended (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for City Park Drainageway at Main Street (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$1,809,493; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 23, Series of 2026); and

WHEREAS, the City Council of COUNTY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 - 1. Final design services;
 - 2. Delineation, description and acquisition of required rights-of-way/ easements;
 - 3. Construction of improvements;
 - 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$10,072,644 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1.	Final Design	\$ 495,000	\$ 495,000
2.	Right-of-way	\$ -0-	\$ -0-
3.	Construction	\$ 8,647,137	\$ 6,837,644
4.	Contingency	\$ 1,000,000	\$ 1,000,000
	Grand Total	\$ 10,142,137	\$ 8,332,644

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

CAPITAL IMPROVEMENT FUNDING

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	25%	\$1,440,000	\$720,000	\$2,160,000
COUNTY	75%	\$5,670,644	\$789,493	\$6,460,137
TOTAL	100.00%	\$7,110,644	\$1,509,493	\$8,620,137

MAINTENANCE FUNDING

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	100.00%	\$1,222,000	\$300,000	\$1,522,000
TOTAL	100.00%	\$1,222,000	\$300,000	\$1,522,000

	<u>CAPITAL FUNDING</u>	<u>MAINTENANCE FUNDNG</u>	<u>TOTAL CONTRIBUTION</u>
DISTRICT	\$2,160,000	\$1,522,000	\$3,682,000
COUNTY	\$6,460,137	\$0	\$6,460,137
TOTAL	\$8,620,137	\$1,522,000	\$10,142,137

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's full share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (COUNTY - \$6,460,137; DISTRICT - \$3,682,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.06).

Following completion of PROJECT if there are monies including interest earned remaining, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this THIRD AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

Checked By

Checked By

By_____

Name Laura A. Kroeger

Title Executive Director

Date

COUNTY

By_____

Name_____

Title_____

Date_____



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Barney Gordon, Public Works Director

Memo Title/Subject: Resolution - Electric Vehicle (EV) Charging Stations Fee Structure

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to proceed with establishing a fee for use of CCOB owned EV Charging Stations, the appropriate motion is **that Resolution 2026-98 be adopted.**

Summary

Broomfield City Council participated in a study session on May 19, 2026 on the development of an Electric Vehicle (EV) Charging Stations Fee Structure. Proposed Resolution 2026-98 incorporates fee structure "Method #1," which received support from Council as outlined in the corresponding [memo](#). This framework includes the recommended adjustment to implement an elevated rate of \$0.25 per KWh between 5:00 PM and 5:00 AM. This 5:00 PM start time coincides with the onset of Xcel's peak residential demand period.

Financial Considerations

All revenues collected from the above fees shall be used specifically for the EV Charging Station program. These funds shall be used exclusively to support the administrative, operational, and long-term capital costs of the EV Charging Station program, which encompasses expanding future EV infrastructure and programming.

Using historical data and projected 2025 data, staff estimates the following annual costs for EV Charging utilization:

Estimated Annual Costs	
Electricity	\$36,879.24
Warranty, Maintenance, Cloud Contracts, and Replacement (Link)	16,048.80
Administration	\$4,830.28
TOTAL	\$57,758.32

Meeting Date: Tuesday, August 11, 2026

Title of Memo: Resolution - Electric Vehicle (EV) Charging Stations Fee Structure

Prepared By: Barney Gordon, Public Works Director

Estimated Annual Revenue (Based on Price Model #1) by location	
Location	Revenue
Paul Derda Recreation Center	\$7,653.66
Health and Human Services	\$17,194.39
Anthem Community Park	\$5,850.32
BCC	\$16,729.55
GDC	\$24,307.35
TOTAL ANNUAL REVENUE	\$71,735.27

Prior Council or Other Entity Actions

- September 22, 2020, Broomfield City Council adopted [Resolution No. 2020-169](#), which established targets for reducing greenhouse gas (GHG) emissions.
- March 25, 2020, the City and County of Broomfield was awarded grant funding from the Regional Air Quality Council (RAQC) through the Charge Ahead Grant Program to install two electric vehicle (EV) charging stations at the Health and Human Services (HHS) building.
- July 31, 2020, additional funding was awarded by RAQC through the Charge Ahead Grant Program to install one EV charging station at the Paul Derda Recreation Center (PDRC).
- December 20, 2022, the Colorado Energy Office awarded Broomfield a grant to install six additional EV charging stations at the George Di Ciero City and County Building (GDC).
- May 19, 2026, Broomfield City Council participated in a study session on a [Electric Vehicle \(EV\) Charging Stations Fee Structure](#).

Boards and Commissions Prior Actions and Recommendations

- February 9, 2026, the Advisory Committee on Environmental Sustainability (ACES) participated in a study session to develop an Electric Vehicle (EV) Charging Fee Structure.
- June 8, 2026, ACES was provided an update on staff's efforts to develop an Electric Vehicle (EV) Charging Fee Structure.
- July 13, 2026, ACES reviewed and formally recommended Broomfield Council adopt proposed Resolution 2026-98.

Detailed Background/Additional Information/Project Details

Detailed information on this item can be found in the [memo](#) and [presentation](#) associated with the May 19, 2026 Broomfield Council Study Session.

RESOLUTION NO. 2026-98

A resolution adopting a policy regarding electric vehicle charging station fees

Recitals.

Whereas, the City and County of Broomfield, Colorado (“CCOB”), is a county and home rule municipal corporation of the State of Colorado organized and existing pursuant Article XX Section 10 of the Constitution of Colorado.

Whereas, CCOB is authorized under Article 15, Title 31, Colorado Revised Statutes, as amended, to exercise its general police and financial powers, which include but are not limited to the ability to impose and collect fees for services provided to the public.

Whereas, Electric vehicle (EV) adoption is a key strategy for achieving the community-wide emission reduction goals outlined in Broomfield’s Greenhouse Gas (GHG) Reduction Plan.

Whereas, publicly accessible EV charging stations within a community provides essential infrastructure that extends the range of EVs and adds convenience for residents, employees, and visitors who use EV’s within Broomfield.

Whereas, there are currently 12 CCOB-owned, publicly accessible Level 2 EV charging stations located on CCOB property.

Whereas, charging at CCOB-owned EV charging stations is currently free, resulting in extremely high utilization but also resulting in significant challenges with “charger dwell,” where vehicles remain parked long after charging is complete, thus limiting charger availability for other users. This practice diminishes the system's overall efficiency.

Whereas, because CCOB does not charge the public to use CCOB-owned EV charging stations, there is no dedicated revenue source to cover the ongoing operational costs of the EV charging stations, including electricity, maintenance, software-as-a-service license, technical support, repairs, and replacement.

Whereas, implementing a modest time-of-use fee combined with a dwell time fee for users of CCOB-owned EV charging stations will align CCOB with regional best practices, encourage user turnover, reduce misuse, and generate revenue to support long-term EV charger station operations. This approach ensures that public EV charging remains accessible, reliable, and financially sustainable as the use of EV’s within the community and region continues to grow.

Whereas, the amount of the fees is reasonably related to the overall cost of the EV Charging Station program and the fee revenue shall be used for the administrative, operational, and long-term capital costs of the EV Charging Station program, including the addition of future EV infrastructure and programming.

Whereas, Council finds that it is appropriate to create a new policy regarding the public use of CCOB-owned EV charging stations, including the implementation of time-of-use and dwell time fees (the “EV Charging Station Policy”).

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

Section 1.

The recitals to this resolution are incorporated herein by reference as the findings and determinations of Council.

Section 2.

The Council hereby adopts and approves an EV Charging Station Policy to go into effect on January 1, 2027, or as soon as is practical thereafter, as follows:

- A. CCOB shall collect from all users of publicly accessible CCOB-owned EV charging stations the following fees:
 - 1. A fee of 15 cents per kilowatt hour (\$0.15/kWh) used between 5:00 a.m. and 5:00 p.m.; and a fee of 25 cents per kilowatt hour (\$0.25/kWh) used between 5:00 p.m. and 5:00 a.m.
 - 2. A fee of 40 cents per minute (\$0.40/min) for each minute of dwell time that a user occupies an EV charging station parking space, 30 minutes after charging has been completed.
- B. The above fee structure applies to all publicly accessible CCOB-owned EV charging stations regardless of location or the business hours of nearby CCOB buildings or facilities.
- C. All users of publicly accessible CCOB-owned EV charging stations are expected to comply with posted signage and facility operating hours. Signs at each charging station will inform the user of the following: parking is for EV charging only; applicable operational hours; and that fees will be charged based on the amount of electricity used and dwell time.

- D. It is intended that the above fee structure is subject to adjustment based on changes in electricity rates, state or federal regulations, administrative and operational costs, and benchmarking against peer municipalities. CCOB staff will review the fee structure on an annual basis and may recommend adjustments for Council's consideration to ensure continued program financial sustainability, equitable access, and alignment with regional best practices.
- E. All revenues collected from the above fees shall be used to specifically defray the cost of the EV Charging Station program. Fee revenue shall be used to support the administrative, operational, and long-term capital costs of the EV Charging Station program, including the addition of future EV infrastructure and programming.

Section 3.

This resolution is effective upon its approval by the Council.

Approved on August 11, 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



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Commander Kent Wichlacz, Broomfield Police Department

Courtney Thiemann, Senior Attorney, City and County Attorney's Office

Memo Title/Subject: Ordinance - Second Reading - Approving Changes to the Broomfield Code Related to Expired Registrations

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to amend the Broomfield Municipal Code related to vehicle registration, the appropriate motion is...

- That Ordinance No. 2300 be adopted on second and final reading and ordered published by title.

Alternatives

- Make no changes to the Broomfield Municipal Code.
- Make changes to the Broomfield Municipal Code as directed by Council.

Summary

Colorado law outlines requirements for the registration of vehicles owned by Colorado residents and businesses, C.R.S. 42-3-103. Under existing law, Colorado vehicle owners are responsible for ensuring their vehicle, trailer, semitrailer, or motor vehicle (collectively "vehicles") is currently registered with the State of Colorado, even if another person is operating their vehicle.

In April 2026, Council approved Ordinance 2297, updating the Broomfield Municipal Code to adopt the 2024 Model Traffic Code. To address an ongoing issue of unregistered vehicles or vehicles with expired plates, one of the updates in Ordinance 2297 was the addition of a municipal level infraction for anyone to drive or park an unregistered vehicle on Broomfield streets or highways. It also prohibited an owner of an unregistered vehicle from allowing another person to drive or park the vehicle on Broomfield streets or highways. This was codified in B.M.C. 10-04-080. Making this a municipal charge has allowed the Broomfield Police Department to issue tickets for this violation into Broomfield Municipal Court.

Proposed Ordinance 2300 updates the language of Ordinance 2297/B.M.C. 10-04-080 to give further clarity to the community that this law allows for law enforcement to issue tickets to the owner of an unregistered vehicle that is parked or driven on Broomfield streets or highways, even if the owner is not actively in the physical presence of the vehicle. In short, this ordinance presumes that if someone other than the owner of an unregistered vehicle is driving or has parked the vehicle on Broomfield streets or highways, that the registered owner has permitted or allowed the use of the unregistered vehicle, thus committing the violation. However, it is a rebuttable presumption, meaning that the court will accept it as true unless the

Meeting Date: August 11, 2026

Ordinance - Second Reading - Approving Changes to the Broomfield Code Related to Expired Registrations

Prepared By: Courtney Thiemann, Senior Attorney, City and County Attorney's Office

owner can introduce competent evidence to refute it. Because a violation can be observed by law enforcement in the owner's absence, notice of the violation and the citation must be either personally served upon the owner or left on the vehicle in an obvious location and mailed to the owner's last address on record with the Department of Revenue, Motor Vehicle Division.

Financial Considerations

N/A

Prior Council or Other Entity Actions

[April 14, 2026](#): Council passed Ordinance 2297, which added section 10-04-080 - Registration required - penalty - dismissal upon compliance, to the Broomfield Municipal Code.

[July 14, 2026](#): Council approved on first reading amending Ordinance 2300 amending vehicle registration related to expired registrations.

Boards and Commissions Prior Actions and Recommendations

N/A

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

ORDINANCE NO. 2300

An ordinance updating the requirement of up to date vehicle registration as a condition of driving a vehicle in Broomfield to allow for accountability on either the driver or the registered owner.

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

Section 1.

Section 10-04-080 of the Broomfield Municipal Code is amended as follows:

10-04-080 Registration required - penalty - dismissal upon compliance.

(A) No person **or registered owner** shall park or operate, or permit to be **parked or** operated, any vehicle, trailer, semitrailer, or motor vehicle, as defined by C.R.S. § 42-1-102, on a street or highway within this municipality, unless such vehicle, trailer, semitrailer, or motor vehicle is registered as required by Title 42, Article 3, Part 1 of the Colorado Revised Statutes.

(B) **Presumption.** There is a rebuttable presumption that if someone other than the registered owner has parked or is operating any vehicle, trailer, semitrailer, or motor vehicle, as defined by C.R.S. § 42-1-102, on a street or highway within this municipality, the registered owner has permitted the other person's operation of such vehicle, trailer, semitrailer, or motor vehicle.

(C) **Notice.** Notice of a violation of this provision shall be either personally served upon the violator or left on the vehicle in an obvious location and a copy of the citation shall be mailed to the registered owner's address as recorded by the Department of Revenue, Division of Motor Vehicles.

~~(b)~~(D) **Penalty.** The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.

~~(c)~~(E) **Dismissal upon compliance.** The court may dismiss a violation for failing to register a vehicle, trailer, semitrailer, or motor vehicle in violation of C.R.S. § 42-3-103(1) or (4), 42-3-114, 42-3-115, or 42-6-140 if:

(1) The vehicle, trailer, semitrailer, or motor vehicle was unregistered for no more than four months at the time of the violation; and

- (2) The owner registered the vehicle, trailer, semitrailer, or motor vehicle before the defendant's first court date as listed on the citation or summons; and
- (3) The defendant pays to the Broomfield municipal court an administrative dismissal fee of \$30.00.

Section 2.

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

Introduced and approved after first reading on July 14, 2026, and ordered published in full.

Introduced a second time and approved on August 11, 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



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Brian Mason, District Attorney for the 17th Judicial District

Memo Title/Subject: Proposed Resolution Potential Ballot Question Regarding the 17th Judicial District DA Term Limits

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to refer the ballot question to the voters for the election in November 2026, the appropriate motion is...

- That Resolution 2026-85 be adopted.

Summary

The Seventeenth Judicial District for the State of Colorado includes Adams County and the City and County of Broomfield. It is served by one District Attorney, who is voted in by the people of Adams County and Broomfield. Currently, the District Attorney is term-limited to two consecutive terms. State law permits the residents who live in the judicial district to modify those term limits. Article XVIII, Sec. 11, Colorado Constitution; Section 1-4-1401, Colo. Rev. Statutes, et seq.

District Attorney Brian Mason requested Broomfield City Council present the voters with a ballot question of changing the term limits for the office of 17th Judicial District Attorney from two consecutive four year terms to three consecutive four year terms. To do this, Council would approve a resolution with the ballot question.

The Proposed Ballot Question would read as follows:

Shall the term limits for District Attorney of the 17th Judicial District be limited to no more than three consecutive terms of office, consistent with other county offices in Adams County and the City and County of Broomfield?

By law, the ballot question must be the same for both Broomfield and Adams County voters.

Financial Considerations

N/A

Meeting Date: August 11, 2026

Proposed Resolution Potential Ballot Question Regarding the 17th Judicial District DA Term Limits

Prior Council or Other Entity Actions

[August 13, 2024](#) - Resolution No. 2024-75 approving a similar ballot question (the voters did not vote in favor of the change).

[June 14, 2011](#) - Resolution No. 2011-102 approving a similar ballot question (the voters did not vote in favor of the change).

Boards and Commissions Prior Actions and Recommendations

N/A

RESOLUTION NO. 2026-85

A Resolution directing the City and County Clerk to place a question on the November 2026 ballot relating to the modification of term limits for the District Attorney in the Seventeenth Judicial District

WHEREAS, Pursuant to the Uniform Election Code, §§ 1-1-101, *et. seq.*, C.R.S., a general election will be held on November 3, 2026; and

WHEREAS, the Seventeenth Judicial District for the State of Colorado includes Adams County and the City and County of Broomfield; and

WHEREAS, the Judicial District is served by one District Attorney, who is voted in by the people of Adams County and the City and County of Broomfield; and

WHEREAS, the District Attorney is currently term-limited to two consecutive terms; and

WHEREAS, State law permits the residents who live in the judicial district to modify those term limits. Article XVIII, Sec. 11, Colorado Constitution; Section 1-4-1401, Colo. Rev. Statutes, *et seq.*; and

WHEREAS, at the request of the District Attorney, the Broomfield City Council intends to refer to the registered voters of Broomfield at the November 3, 2026 general election a ballot question that, if approved, would adjust the terms limits for the District Attorney for the 17th Judicial District to three consecutive terms; and

WHEREAS, the Broomfield City Council acknowledges that the same ballot question must be on both the Adams County and Broomfield ballot and that the ballot question must be approved by a majority of voters of both Adams County and Broomfield.

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

Section 1.

Pursuant to the authority granted to the Broomfield City Council by Section 7.2(c) of Broomfield's Home Rule Charter and Section 1-4-1401, Colo Rev. Statutes, the following ballot title and question shall be placed on the ballot of the November 3, 2026 election for the City and County of Broomfield for consideration by the registered electors:

Proposed Ballot Question No. ____
(District Attorney Term Limits)

“Shall the term limits for District Attorney of the 17th Judicial District be limited to no more than three consecutive terms of office, consistent with other county offices in Adams County and the City and County of Broomfield?”

_____ Yes/For
_____ No/Against

Section 2. Ballot Numbering.

In accordance with state law, it is Council’s intent that the number for this ballot question be the same as the number for Adams County, and direct the City and County Clerk to coordinate numbering with Adams County pursuant to applicable law and any requirements imposed by the Secretary of State’s office.

Section 3.

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

Approved on August 11, 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



Meeting Date: August 11, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Sarah Grant, Deputy Director of Community Development

Memo Title: Front Range Passenger Rail and Joint Service Rail Consideration of Resolutions No. 2026-86 and 2026-101

[View Correspondence](#)

[View Presentation](#)

Proposed Actions

- If Council desires to proceed with support for the narrative summary for a proposed Broomfield Rail Station at 116th Avenue and the Development of Joint Service Rail and Passenger Rail Service along the Front Range, the appropriate motion is... That Resolution 2026-86 be adopted.
- If Council desires to proceed with support for the narrative summary for a proposed Broomfield rail station at Flatiron and the development of Joint Service Rail and Passenger Rail Service along the Front Range, the appropriate motion is... That Resolution 2026-101 be adopted.

Background

Background on Joint Service Rail (JSR) and FRPR, the two station alternatives, the timeline of Council's consideration, and staff's assessment of the local infrastructure and cost tradeoffs between the two sites are addressed in detail in the [June 9, 2026](#), and [July 16, 2026](#), staff memoranda.

New Commitments Received From JSR/FRPR

In advance of and following the July 16 study session, JSR and FRPR provided additional written commitments and clarifications, in an email communication on [July 14](#), that go beyond the [May 26](#) and [July 1, 2026](#) materials on which the July 16 memo was based. Staff summarized these for Council in [correspondence](#) sent ahead of the July 16 meeting. Because they bear directly on the resolution before Council, staff highlights them again here:

- Financial responsibility: JSR has stated that Joint Service assumes all risk for the starter service, including the station platform and amenities, property acquisition for parking and the design and construction of parking and needed supportive infrastructure, without the qualifying language present in JSR/FRPR's earlier May 26 and July 1 materials. JSR stated in their [July 14 presentation](#) that no local funding is being asked of CCOB.
- Sidewalk connectivity: JSR provided an expanded and reaffirmed sidewalk cost model extending connectivity between the US 36 Broomfield Station pedestrian bridge and the proposed rail platform, beyond the ADA-parking-to-platform scope described in earlier materials.

August 11, 2026

FRPR and JSR Consideration of Resolutions No. 2026-86 and 2026-101

Prepared By: Sarah Grant, Deputy Director of Community Development

- Local Return bonus condition: JSR/FRPR's July 14 communication specifies eligibility for the 10% Local Return bonus is tied to Council's acknowledgment of 116th Avenue as the preferred station location by Aug. 14. Staff understands that if Council selects Flatiron, Broomfield would remain eligible for the base Local Return program but not the bonus.

Formalization of Commitments

On July 29, staff received a revised [Broomfield Joint Service Investments memo](#) summarizing investment and commitments for the August 11 Council meeting, incorporating updates from the July 14 email and July 16 meeting. It highlights the recommendation of 116th Avenue, the relationship between Joint Service capital funding and FRPR's Local Return Program, the scope of station investments, and unresolved issues for future design and agreements. The memo confirms Joint Service will fund the initial 116th Avenue station package, with FRPR's Local Return program providing Broomfield long-term funding linked to that station and a future ballot measure.

Joint Service and FRPR's Recommendation for Council Action

- Joint Service and FRPR recommend that Council acknowledge 116th Avenue as Broomfield's planned station location and opt into FRPR's Local Return Program for that location.
- Council's action for the recommended 116th Ave. Station would:
 - Secure CCOB's eligibility for the FRPR 10% Local Return bonus.
 - Provide Joint Service with the station milepost needed to finalize the BNSF access agreement and begin detailed design.
- Council is not being asked to approve final station design, commit local construction funding, assume ownership or maintenance of the platform or parking, or approve future IGAs as part of this decision.

Joint Service Funding and Infrastructure Commitments

- Joint Service will fund infrastructure for the starter station at 116th Avenue, including:
 - Sidewalk connection between 116th Avenue and the existing US-36 Broomfield Station pedestrian bridge and the rail platform.
 - 370-foot passenger platform and associated rail infrastructure within the BNSF right-of-way.
 - Platform lighting, signage, electrical, security cameras, and emergency call boxes.
 - Fencing, retaining walls, canopies, and wind screens.
 - Required track work (sidings, crossovers, integration).
 - ADA access to and from the platform (sidewalks, ramps, crosswalks).
 - All platform design and construction costs.
- Joint Service expects to fund property acquisition and parking for initial service; parking details will be set in the next design phase.
- The preliminary capital estimate is \$5.62 million for design, permitting, construction, and contingency within the BNSF right-of-way; outside-ROW costs will be refined later.
- Joint Service will cover all starter service investments, including the station, property, parking, and infrastructure. Broomfield is not required to provide a local match or fund core station delivery costs.
- CTIO, as a Joint Service partner, is expected to own and maintain platforms, related assets, and parking; final responsibilities will be defined as design and agreements advance.

Joint Service Funding Approach

The July 29 memo states that the future IGA is intended to formalize a collaborative and proactive relationship between the project team and CCOB, recognizing the project is in early development, specifically the parking element. Though not anticipated today, if a gap is identified, the parties would first evaluate available state, regional, federal, and other funding opportunities. The IGA would not, by itself, create a funding, ownership, operations, or maintenance obligation for Broomfield.

FRPR Local Return Program and Station Policy

- FRPR designates Broomfield as a primary station community and confirms 116th Avenue as its planned location.
- FRPR's Local Return policy allocates Broomfield \$2.5 million per year for 25 years (\$62.5 million total) for eligible station-area and local projects, contingent on a future ballot measure.
- A 10% incentive raises Broomfield's allocation to \$2.75 million per year (\$68.75 million total over 25 years) if the City and County confirm the 116th Avenue station narrative and join Local Return by August 14, 2026.
- Local Return funds are separate from Joint Service capital funding and locally controlled, subject to IGAs with FRPR, for improvements like first/last-mile connections.
- FRPR's station spacing policy and FRA intercity definitions support recommending 116th Avenue over Flatiron, which faces more constraints from curvature, proximity to Brainard Drive, environmental review, and development potential.

Clarifications and New Exhibits

- The memo includes [updated 116th Ave. exhibits](#) showing the sidewalk connection from the platform to the pedestrian bridge, replacing previous exhibits.
- It adds a [new Flatiron constraints map](#) showing curvature, Brainard crossing, adjacent Open Space, and related environmental and implementation challenges.
- Joint Service has started sharing preliminary station budgets and will refine cost estimates as engineering and BNSF coordination progress. Details on design, parking, outside-ROW costs, and asset responsibilities will be determined in later phases and IGAs.

Council Follow-up

The memo summarizes one follow-up answer on how residents will be notified and involved once parking and property decisions are made for the 116th Avenue station:

- Resident input will occur later, once a specific parking/property site is identified and a preliminary arrangement with the owner is in place.
- The site will go through the Broomfield land development process, with opportunities for public comment.
- Council is only being asked to confirm 116th Avenue as the station location, not to approve specific parking or property details.

Draft Resolution: Overview and Key Provisions

Staff has prepared two draft resolutions for Council's consideration on July 16, one adopting the [116th Avenue station area narrative \(Resolution 2026-86\)](#), and one adopting the [Flatiron station area narrative \(Resolution 2026-101\)](#), for use in FRPR District's public education and voter-outreach efforts ahead of a potential ballot measure. Both are structured to let Council provide that support while preserving CCOB's decision-making authority and protecting the City and County from open-ended financial commitments.

Both resolutions include the same protections:

- Non-binding adoption. Adoption of the narrative does not commit Broomfield to any funding or action; any such commitment would require a separate future Council vote following public meetings.
- Not a formal position on the proposed ballot measure. Adoption of either resolution is specific to the relative station narrative and is not a formal resolution regarding the proposed ballot measure. To date, Council has not taken a formal position on the proposed ballot measure and will continue to engage in conversations about that next step.
- Both recitals state that Broomfield is acting on the information available “at this time”.
- Planning assumption only. Both treat the named site as a current planning assumption; final siting and design remain subject to Joint Service agreements, technical refinement, and all applicable approval processes.
- IGA requirement preserved. Neither resolution establishes or pre-negotiates a cost-sharing framework. All financial obligations, including property acquisition above assessor value, business impacts, parking construction and maintenance, sidewalk and multimodal infrastructure, and costs exceeding State budget assumptions, remain to be defined through a future Intergovernmental Agreement (IGA), which will come back to Council for approval at a public meeting before CCOB assumes any obligation.

The substantive differences between the resolutions:

- The Flatiron resolution acknowledges that the site has received more limited analysis for Joint Service or FRPR, and that it is unknown what obligations or risks Broomfield may have related to future rail service at that location – while noting the site likely carries lower property-acquisition and parking-construction risk, since it sits within existing BNSF right-of-way and RTD-owned parking. The site would also not be eligible for the FRPR Local Return 10% bonus.
- The 116th Ave resolution acknowledges the commitments made regarding the 116th Avenue sidewalk extension, including a commitment from Joint Service Rail to construct a continuous and accessible sidewalk between the US 36 Broomfield Station pedestrian bridge and the future rail platform, and that Joint Service assumes all risk for the starter service, including the stops and needed infrastructure.

Background and Timeline

The following timeline provides context for how Broomfield arrived at its current decision point.

- February 2025 - JSR staff reached out to the Mayor and Broomfield staff to initiate station selection discussions. Staff requested information on both station sites in writing for Council consideration. Staff has been consistent in messaging that CCOB’s preference for the station location would depend on what CCOB would be required to provide to support the development of a station.
- February/March 2025 - Urgency around the decision eased when JSR staff indicated more time was available to select a station and no immediate decision was needed from Council.
- [March 25, 2025](#) - JSR and FRPR provided a high-level overview to Council at the request of the rail partners.
- September 16, 2025 - A follow-up presentation was provided at Council's request. Presentations were provided by [RTD](#), [FRPR](#) and the [State of Colorado](#).

August 11, 2026

FRPR and JSR Consideration of Resolutions No. 2026-86 and 2026-101

Prepared By: Sarah Grant, Deputy Director of Community Development

- November 21, 2025 - FRPR Board approved Resolution 2025-16, adopting Broomfield as a station location for Front Range Passenger Rail. Broomfield staff learned of this inclusion at Commuting Solutions' December 10, 2025 membership meeting, not through direct notification from JSR or FRPR.
- December 2025 - January 2026 - Staff met with JSR and FRPR partners. Those meetings surfaced the preference for 116th Avenue and prompted staff to again request supporting documentation in writing.
- February - March 2026 - Staff participated in follow-up meetings, continuing to request clarification on the 116th Ave. recommendation, supporting technical information, and Broomfield's obligations and responsibilities.
- April 2026 - State negotiated a term sheet with BNSF Railway. RTD Board approved \$5.6 million for station design. FRPR District Board adopted the local return of funding concept.
- [May 26, 2026](#) - Staff received the final Joint Service Investment Memo from CDOT and FRPR.
- [June 9, 2026](#) - JSR and FRPR presented to Council. Staff continued to identify outstanding questions and clarification needs. No action was taken.
- June 22, 2026 - Staff transmitted a detailed update to Council outlining outstanding information requests and framing the July 16 action item.
- June 26, 2026 - FRPR District Board formally approved a modification to the local return of funding, adjusting the deadline to qualify for the Local Return incentive to August 14, 2026.
- [July 1, 2026](#) - JSR and FRPR provided a document with additional information and answers to CCOB's questions.
- [July 16, 2026](#) - Council continued discussion regarding JS and FRPR, with the District providing additional information regarding commitments for the 116th Ave station. No action was taken.
- [July 29, 2026](#) - JSR and FRPR provided a revised Joint Service Investments memo summarizing investment and commitments for the August 11 Council meeting, incorporating updates from the July 14 email and July 16 meeting.

Staff Assessment

The commitments detailed above meaningfully change Broomfield's risk position at 116th Avenue. Joint Service's assumption of property acquisition, parking construction, and full sidewalk connectivity to the pedestrian bridge removes the largest cost and construction exposures that concerned staff in earlier rounds of this discussion.

The funding-gap language in the July 29 memo states a gap is "not anticipated," and that partners would "first evaluate" state, regional, federal and other funding sources. As such, staff has drafted both resolutions to include the statement, "Nothing in this resolution binds the City and County of Broomfield to any action or funding support in the future, as such action would need to be approved by Council following public meetings."

August 11, 2026

FRPR and JSR Consideration of Resolutions No. 2026-86 and 2026-101

Prepared By: Sarah Grant, Deputy Director of Community Development

The two options present distinct types of risk, rather than a clear safe or risky choice. 116th Avenue offers reduced local exposure; the remaining infrastructure is related to a potential underpass, if desired, and remaining sidewalk segments on the north side of 116th Ave., Wadsworth Boulevard and Coleman's Way, which are Broomfield's responsibility and currently unfunded. FRPR Local Return funds could help cover these costs if the ballot measure passes, and these improvements can be phased in over time or with development. The 116th Ave. option aligns with the corridor-wide plan that JSR and FRPR have used for modeling, spacing policy, and federal classification. In contrast, Flatiron has lower near-term construction costs due to its location within existing right-of-way, complete pedestrian connectivity and shared parking, but brings greater corridor-level uncertainty. JSR and FRPR do not recommend Flatiron and lack a comparable cost estimate or funding commitment for Flatiron, and choosing it would require new BNSF review, a station-spacing policy amendment, and additional scrutiny of the corridor's intercity classification. Choosing Flatiron would eliminate the FRPR local return 10% bonus.

This assessment reflects staff's evaluation of Broomfield-specific infrastructure, cost, and constructability considerations only.

Recommendation

Staff finds that both draft resolutions equally preserve Broomfield's decision-making authority and financial protection, so the choice between them is not a matter of risk avoidance but of which tradeoff Council prefers to accept on behalf of the community.

Staff recommends Council weigh the corridor-level case for 116th Avenue, a station location JSR and FRPR have engineered their capital plans and spacing policy around, now paired with firmer funding commitments, against Flatiron's lower near-term construction burden but comparatively undefined long-term cost and corridor risk. Staff further recommends that whichever resolution Council adopts include explicit funding-gap and future-IGA reservation language, ensuring that no future cost shortfall or agreement obligates Broomfield without a separate vote by Council.

116th Avenue - RESOLUTION NO. 2026-86

A Resolution of the City and County of Broomfield Supporting the Front Range Passenger Rail District's Narrative Summary for a Proposed Broomfield Rail Station at 116th Avenue and the Development of Joint Service Rail and Passenger Rail Service Along the Front Range

Recitals.

Whereas, the Front Range Passenger Rail (FRPR) District, an independent government agency charged with planning and building a new passenger rail system along Colorado's Front Range, is engaging in a Service Plan Development process for intercity passenger rail service from Pueblo to Fort Collins.

Whereas, FRPR is planned to be an intercity rail system that would ultimately connect Fort Collins to Pueblo. FRPR has been named as part of the Federal Rail Administration's Corridor Identification program and is currently working on its service development plan.

Whereas, Joint Service is a collaborative effort between several agencies to bring rail service from Denver to Fort Collins, and specifically to the RTD Northwest Rail Corridor between Denver Union Station and Longmont, including Broomfield, by 2029. The main partners are the Colorado Governor's Office, Regional Transportation District (RTD), Colorado Department of Transportation (CDOT), Colorado Transportation Investment Office (CTIO), and the FRPR District.

Whereas, Joint Service is a hybrid between commuter rail (more stops, slower speeds) and intercity rail (fewer stops, faster speeds). Joint Service plans to bring three round-trip trains a day to Broomfield, starting in 2029.

Whereas, the City and County of Broomfield (CCOB) supports Joint Service and FRPR fundamentally, and such plans align with CCOB's comprehensive plan, transportation plan, and other local priorities. CCOB has shown support for development of rail service along the Front Range and cooperation among communities by adopting previous positions of support for SB24-184: Support Surface Transportation Infrastructure Development and SB21-238: Create Front Range Passenger Rail District.

Whereas, FRPR and Joint Service are two projects running in parallel. FRPR needs voter approval for additional funding. Joint Service does not. If the voters approve funding for FRPR, stations used for Joint Service can be expanded and developed for FRPR use.

Whereas, before referring a ballot measure to the residents of the FRPR District, the FRPR District must provide accurate narratives of each proposed station's station area to the voters.

Whereas, Joint Service and the FRPR District has requested CCOB support for a place-based station narrative for the recommended 116th Avenue station location, attached as Exhibit A, to be used by the FRPR as a public-facing station summary for FRPR District voters that explains the station concept in relation to the surrounding Broomfield community, transportation connectivity, and location.

Whereas, the Regional Transportation District and Colorado Transportation Investment Office Boards have approved approximately \$9.5 million in funding for preliminary engineering and design of Joint Service stations, including 116th Avenue, confirming that no design costs are anticipated to be borne by CCOB.

Whereas, Joint Service has provided a preliminary cost estimate of approximately \$5,620,000 for design, permitting, construction, and contingency associated with platform infrastructure within the BNSF right-of-way at 116th Avenue, to be funded entirely by Joint Service.

Whereas, Joint Service has confirmed that CCOB is not being asked to provide a local match or assume core station-delivery costs for the 116th Avenue platform and associated infrastructure.

Whereas, Joint Service Rail is committed to paying for the design and development of the rail platform, amenities at the platform, sidewalk connectivity and parking, including acquisition of parking to support parking needs.

Whereas, Joint Service Rail is committed to paying for the design and construction of an accessible sidewalk along the south side of 116th Ave. that meets the City and County of Broomfield standards and desired widths for intermodal connectivity between the US 36 Broomfield Station pedestrian bridge and the future rail platform and accessible sidewalk connectivity between the future parking and rail platform.

Whereas, Joint Service is committed to paying for the design and construction of the extension of 116th Ave. that meets City and County of Broomfield roadway standards.

Whereas, gaps in sidewalk connectivity within the station area remain, including the north side of 116th Avenue, Wadsworth Boulevard and Coleman's Way, as well as a grade-separated connection in the vicinity of the station area to provide non-motorized access to the east side of the railroad tracks.

Whereas, the Joint Service project team has indicated that the Colorado Transportation Investment Office is anticipated to own, operate, and maintain the parking

facilities associated with the 116th Avenue station, and that CCOB is not anticipated to assume ownership, operations, or maintenance responsibilities for such parking.

Whereas, if FRPR passes a sales tax initiative, the FRPR District has committed to providing 'Local Return' direct payments of \$2.5 million annually over twenty-five (25) years to CCOB as a separate and supplemental funding source, controlled by CCOB, for eligible local priorities such as first-mile and last-mile connectivity and station-area improvements, distinct from and in addition to Joint Service's funding of core station infrastructure.

Whereas, as an incentive to support the FRPR and the 116th Ave. station narrative, the FRPR District has committed to increase annual payments to CCOB by 10% annually by proactively approving a station area narrative before August 14, 2026.

Whereas, CCOB acknowledges that narrative support for the station is needed to go to the FRPR District voters and, for that reason, Council is willing to offer support for the narrative through this resolution at this time. This support is non-binding and is made solely for the purpose of voter information.

Whereas, Council has not taken a formal position on the proposed ballot measure. The adoption of the resolution is specific to the station narrative and is not a formal resolution regarding the proposed ballot measure. Council will continue to engage in conversations about the proposed ballot measure.

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

Section 1. 116th Ave. Station Narrative

Based on the information provided by the FRPR District to the City and County of Broomfield at this time, Council adopts the attached Exhibit A narrative describing the Broomfield 116th Ave. station area location, planning efforts to date, and anticipated post-ballot planning. The FRPR District may share this narrative publicly to reflect the City and County of Broomfield's current understanding of 116th Avenue station area conditions and planning direction.

Section 2. Non-Binding Adoption of the Narrative

This adoption of the narrative and the narrative itself is non-binding and remains subject to refinement through future local decision-making processes. Nothing in this resolution binds the City and County of Broomfield to any action or funding support in the future, as such action would need to be approved by Council following public meetings.

Section 3. Separate Approval Required for Any Funding

Nothing in this resolution shall be construed as an obligation of CCOB to fund any gap between projected and actual project costs; any such gap shall first be addressed through Joint Service, State, regional, or federal funding sources, and any request for CCOB financial participation shall require separate Council approval.

Section 4. Protection of the Local Return Allocation

Nothing in this resolution shall be construed to waive CCOB's eligibility for the FRPR District's base Local Return allocation, regardless of the station location ultimately selected.

Section 5. Support for Continued Efforts for Passenger Rail Service

Council supports the continued efforts of the FRPR District to plan, develop, and implement passenger rail service along the Front Range of Colorado.

Section 6. Support for Ongoing Public Education and Engagement

Council supports ongoing public education and engagement efforts by the FRPR District throughout the Front Range. Council specifically states that FRPR District's ongoing public education and engagement efforts need to specifically include Broomfield residents and be conducted within Broomfield's jurisdictional limits to ensure that residents of Broomfield are informed about the proposed system, including the proposed Broomfield station-area, its benefits, costs, and anticipated impacts.

Section 7. Final Siting and Design Subject to Future Actions

Council acknowledges the anticipated station location at 116th Avenue as the current planning assumption for both Joint Service and a future permanent FRPR station, while recognizing that final siting and design remain subject to Joint Service agreements, negotiations and agreement with Burlington Northern Santa Fe, technical refinement, engineering and design, and all applicable approval processes.

Any future intergovernmental agreement addressing parking, property acquisition, design, or infrastructure responsibilities shall be brought before Council for review and approval, and no such agreement shall be presumed or implied approved by this resolution.

Section 8. Reservation of Right to Revisit

Should the scope, funding assumptions, or infrastructure commitments described in this resolution materially change, Council reserves the right to revisit its support for the station narrative.

Section 9. Coordination Encouraged

Council encourages coordination among the Joint Service Rail partners, FRPR District, CDOT, host freight railroads, and local governments, to specifically include active and regular coordination with CCOB staff.

Section 10. Direction to Manager and Staff

Council directs the City and County Manager and her designees to continue working collaboratively with the FRPRD on station planning, land use coordination, infrastructure integration, and opportunities to maximize local economic benefit.

Section 11. Effective Date

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

Approved on August 11, 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

Exhibit A

Broomfield 116th Ave. Station Narrative

The Colorado Connector 116th Ave. station in Broomfield is located at W. 116th Avenue and the Burlington Northern Santa Fe Railroad, aligning with Broomfield's Original Broomfield Neighborhood Plan. The plan designated the area around W. 116th Avenue and the BNSF railroad as a future regional transit hub. The Neighborhood Plan identified Transit-Oriented Development (TOD) as the primary land-use framework for the area west of the tracks, envisioning high-density mixed-use development along W. 116th Avenue, connecting the rail station to the US 36 and Broomfield BRT station for intermodal connections, with the rail station serving as access to the Front Range of Colorado. The Colorado Connector station at West 116th Avenue and Wadsworth Boulevard advances that planning from an idea to a platform in the ground, and opens the door for future community building surrounding the station area.

The station sits in a gateway area at the convergence of US 36, CO 128, US 287 and CO 121, moving tens of thousands of travelers daily, where the character of the land is actively changing. Residential investment has already arrived with 1,350 apartments constructed and underway located between US 36 and the proposed 116th rail station. Across the turnpike, Arista, a 200-acre mixed-use community with offices, retail, parks, UCHHealth Broomfield Hospital, Children's Hospital Colorado therapy center, two hotels, and over 2,150 residential units, stands as evidence of what this corridor can sustain when development and transit access align. The station offers access to the Interlocken business district, home to dozens of national and global corporations, new apartment complexes emerging as infill to the business park and four hotels.

To the west, across the pedestrian bridge over US 36, is the US 36 and Broomfield Bus Rapid Transit station, where RTD's Flatiron Flyer links the corridor to Denver, Boulder, and the Anschutz Medical Campus and local RTD connections. The US 36 Bikeway, a regional active transportation corridor, runs along US 36 in Broomfield, making first- and final-mile connections between Westminster and Table Mesa in south Boulder.

The station site carries a TOD designation in Broomfield's adopted neighborhood plan, a framework the community put in place years ago in anticipation of exactly this kind of investment. The City and County of Broomfield, the state of Colorado and the Front Range Passenger Rail District will continue developing that vision together as the Colorado Connector moves toward service.

FLATIRON - RESOLUTION NO. 2026-101

A Resolution of the City and County of Broomfield Supporting the Front Range Passenger Rail District's Narrative Summary for a Proposed Broomfield Rail Station at Flatiron and the Development of Joint Service Rail and Passenger Rail Service Along the Front Range

Recitals.

Whereas, the Front Range Passenger Rail (FRPR) District, an independent government agency charged with planning and building a new passenger rail system along Colorado's Front Range, is engaging in a Service Plan Development process for intercity passenger rail service from Pueblo to Fort Collins.

Whereas, FRPR is planned to be an intercity rail system that would ultimately connect Fort Collins to Pueblo. FRPR has been named as part of the Federal Rail Administration's Corridor Identification program and is currently working on its service development plan.

Whereas, Joint Service is a collaborative effort between several agencies to bring rail service from Denver to Fort Collins, and specifically to the RTD Northwest Rail Corridor between Denver Union Station and Longmont, including Broomfield by 2029. The main partners are the Colorado Governor's Office, Regional Transportation District (RTD), Colorado Department of Transportation (CDOT), Colorado Transportation Investment Office (CTIO), and the FRPR District.

Whereas, Joint Service is a hybrid between commuter rail (more stops, slower speeds) and intercity rail (fewer stops, faster speeds). Joint Service plans to bring three round-trip trains a day to Broomfield, starting in 2029.

Whereas, the City and County of Broomfield (CCOB) supports Joint Service and FRPR fundamentally, and such plans align with CCOB's comprehensive plan, transportation plan, and other local priorities. CCOB has shown support for the development of rail service along the Front Range and cooperation among communities by adopting previous positions of support for SB24-184: Support Surface Transportation Infrastructure Development and SB21-238: Create Front Range Passenger Rail District.

Whereas, FRPR and Joint Service are two projects running in parallel. FRPR needs voter approval for additional funding. Joint Service does not. If the voters approve funding for FRPR, stations used for Joint Service can be expanded and developed for FRPR use.

Whereas, before referring a ballot measure to the residents of the FRPR District, the FRPR District must provide accurate narratives of each proposed station's station area to the voters.

Whereas, FRPR has requested CCOB support for a place-based station narrative to be used by the FRPR as a public-facing station summary for FRPRD voters that explains the station concept in relation to the surrounding Broomfield community, transportation connectivity, and location.

Whereas, a possible station location is the Flatiron Station in Broomfield located along West Midway Boulevard and the Burlington Northern Santa Fe Railroad, which is a site consistent with the 2004 RTD FasTracks voter-approved rail station site. The narrative for the Flatiron station is attached as Exhibit A.

Whereas, Joint Service and FRPR District do not recommend Flatiron Station, have concerns about the location, station spacing, track geometry, and its potential impact on service delivery timelines, and require policy amendments and potential additional scrutiny of the corridor's federal classification.

Whereas, CCOB has received limited information regarding the analysis regarding Flatiron Station, which currently has parking and pedestrian infrastructure to support access to the station. Unlike 116th Avenue, Joint Service has not provided a specific cost estimate or confirmed funding commitment for platform and infrastructure improvements at Flatiron Station, creating additional funding uncertainty should this location be selected.

Whereas, the July 29, 2026 Joint Service and FRPR Broomfield Joint Service Investments memo identifies additional technical constraints at Flatiron Station, including track curvature, proximity to Brainard Drive, and adjacent open space property that may trigger extended environmental review processes, further affecting project schedule and station design flexibility.

Whereas, if FRPR passes a sales tax initiative, the FRPR District has committed to providing 'Local Return' direct payments of \$2.5 million annually over twenty-five (25) years to CCOB as a separate and supplemental funding source, controlled by CCOB, for eligible local priorities such as first-mile and last-mile connectivity and station-area improvements, distinct from and in addition to Joint Service's funding of core station infrastructure

Whereas, the FRPR District's Local Return incentive policy provides a 10% increase in annual funding only to communities acknowledging their planned station location at 116th Avenue; selection of the Flatiron location would result in CCOB receiving only the base allocation of \$2.5 million annually, foregoing the additional \$250,000 annual incentive available under the 116th Avenue narrative.

Whereas, CCOB acknowledges that narrative support for the station is needed to go to the FRPR District voters and, for that reason, Council is willing to offer support for the narrative through this resolution at this time. This support is non-binding and is made solely for the purpose of voter information.

Whereas, Council has not taken a formal position on the proposed ballot measure. The adoption of the resolution is specific to the station narrative and is not a formal resolution regarding the proposed ballot measure. Council will continue to engage in conversations about the proposed ballot measure.

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

Section 1. Flatiron Station Narrative

Based on the limited and best information provided by FRPR District and available to the City and County of Broomfield at this time, Council adopts the attached Exhibit A narrative describing the Broomfield Flatiron station area location, planning efforts to date, and anticipated post-ballot planning. The FRPRD may share this narrative publicly to reflect the City and County of Broomfield's current understanding of Flatiron station area conditions and planning direction.

Section 2. Non-Binding Adoption of the Narrative

This adoption of the narrative and the narrative itself is non-binding and remains subject to refinement through future local decision-making processes. Nothing in this resolution binds the City and County of Broomfield to any action or funding support in the future, as such action would need to be approved by Council following public meetings.

Section 3. Separate Approval Required for Any Funding

Nothing in this resolution shall be construed as an obligation of CCOB to fund any gap between projected and actual project costs; any such gap shall first be addressed through Joint Service, State, regional, or federal funding sources, and any request for CCOB financial participation shall require separate Council approval.

Section 4. Protection of the Local Return Allocation

Nothing in this resolution shall be construed to waive CCOB's eligibility for the FRPR District's base Local Return allocation, regardless of the station location ultimately selected.

Section 5. Support for Continued Efforts for Passenger Rail Service

Council supports the continued efforts of the FRPRD to plan, develop, and implement passenger rail service along the Front Range of Colorado.

Section 6. Support for Ongoing Public Education and Engagement

Council supports ongoing public education and engagement efforts by the FRPR District throughout the Front Range. Council specifically states that FRPR District's ongoing public education and engagement efforts need to specifically include Broomfield residents and be conducted within Broomfield's jurisdictional limits to ensure that residents of Broomfield are informed about the proposed system, including the proposed Broomfield station-area, its benefits, costs, and anticipated impacts.

Section 7. Final Siting and Design Subject to Future Actions

Council acknowledges the anticipated station location at the Flatiron station as the current planning assumption for both Joint Service and a future permanent FRPRD station, while recognizing that final siting and design remain subject to Joint Service agreements, negotiations and agreement with Burlington Northern Santa Fe, technical refinement, engineering and design, and all applicable approval processes.

Any future intergovernmental agreement addressing parking, property acquisition, design, or infrastructure responsibilities shall be brought before Council for review and approval, and no such agreement shall be presumed or implied approved by this resolution.

Section 8. Reservation of Right to Revisit

Should the scope, funding assumptions, or infrastructure commitments described in this resolution materially change, Council reserves the right to revisit its support for the station narrative.

Section 9. Coordination Encouraged

Council encourages coordination among the Joint Service Rail partners, FRPR District, CDOT, host freight railroads, and local governments, to specifically include active and regular coordination with CCOB staff.

Section 10. Direction to Manager and Staff

Council directs the City and County Manager and her designees to continue working collaboratively with the FRPRD on station planning, land use coordination, infrastructure integration, and opportunities to maximize local economic benefit.

Section 11. Effective Date

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

Approved on August 11, 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

Exhibit A

Broomfield Flatiron Station Narrative

The Colorado Connector Flatiron Station in Broomfield is located along West Midway Boulevard and the Burlington Northern Santa Fe Railroad.

The station is directly adjacent to the RTD US 36 Flatiron Station Bus Rapid Transit station Park n Ride, sharing a parking lot and offering convenient, walkable intermodal connections. Rail travelers can access RTD's AB service with direct access to Denver International Airport as well as the Flatiron Flyer, which links the corridor to Denver, Boulder, the Anschutz Medical Campus, and additional local destinations. The US 36 Bikeway, a regional active transportation route, parallels US 36 in Broomfield, facilitating first- and final-mile connections between Westminster and Table Mesa in south Boulder. Highly visible from US 36, the station serves as a gateway connecting US 36, Interlocken Loop, and the Northwest Parkway, offering direct access for tens of thousands of daily travelers across these major transportation corridors.

South of the station are new apartments in Flatiron Marketplace, while to the northwest, Flatiron Crossing is redeveloping parking lots into new residential apartments, creating a vibrant mixed-use environment for shopping, dining, and entertainment. Altogether, these developments are approved for new residential units. Further northwest along Via Varra, additional residential units, two hotels, and emerging commercial spaces enhance the area's appeal, including the Louisville Redtail Ridge development. The station offers access to the Interlocken business district, home to dozens of national and global corporations, new apartment complexes emerging as infill to the business park and four hotels within one mile of the station area. The Interlocken and Flatiron area offers access to thousands of jobs, from service-level to corporate roles and is home to thousands of residents in Broomfield. The station also offers convenient access to thousands of residents in southern Superior.

The location supports new neighborhoods and mixed-use developments, with transit parking and pedestrian infrastructure already established. The City and County of Broomfield, the State of Colorado, and the Front Range Passenger Rail District will continue collaborating to realize the station vision as the Colorado Connector advances toward service.

Broomfield 116th Ave. Station Narrative

August 11, 2026

The Colorado Connector 116th Ave. station in Broomfield is located at W. 116th Avenue and the Burlington Northern Santa Fe Railroad, aligning with Broomfield's Original Broomfield Neighborhood Plan. The plan designated the area around W. 116th Avenue and the BNSF railroad as a future regional transit hub. The Neighborhood Plan identified Transit-Oriented Development (TOD) as the primary land-use framework for the area west of the tracks, envisioning high-density mixed-use development along W. 116th Avenue, connecting the rail station to the US 36 and Broomfield BRT station for intermodal connections, with the rail station serving as access to the Front Range of Colorado. The Colorado Connector station at West 116th Avenue and Wadsworth Boulevard advances that planning from an idea to a platform in the ground, and opens the door for future community building surrounding the station area.

The station sits in a gateway area at the convergence of US 36, CO 128, US 287 and CO 121, moving tens of thousands of travelers daily, where the character of the land is actively changing. Residential investment has already arrived with 1,350 apartments constructed and underway located between US 36 and the proposed 116th rail station. Across the turnpike, Arista, a 200-acre mixed-use community with offices, retail, parks, UCHHealth Broomfield Hospital, Children's Hospital Colorado therapy center, two hotels, and over 2,150 residential units, stands as evidence of what this corridor can sustain when development and transit access align. The station offers access to the Interlocken business district, home to dozens of national and global corporations, new apartment complexes emerging as infill to the business park and four hotels.

To the west, across the pedestrian bridge over US 36, is the US 36 and Broomfield Bus Rapid Transit station, where RTD's Flatiron Flyer links the corridor to Denver, Boulder, and the Anschutz Medical Campus and local RTD connections. The US 36 Bikeway, a regional active transportation corridor, runs along US 36 in Broomfield, making first- and final-mile connections between Westminster and Table Mesa in south Boulder.

The station site carries a TOD designation in Broomfield's adopted neighborhood plan, a framework the community put in place years ago in anticipation of exactly this kind of investment. The City and County of Broomfield, the state of Colorado and the Front Range Passenger Rail District will continue developing that vision together as the Colorado Connector moves toward service.

Broomfield Flatiron Station Narrative

August 11, 2026

The Colorado Connector Flatiron Station in Broomfield is located along West Midway Boulevard and the Burlington Northern Santa Fe Railroad.

The station is directly adjacent to the RTD US 36 Flatiron Station Bus Rapid Transit station Park n Ride, sharing a parking lot and offering convenient, walkable intermodal connections. Rail travelers can access RTD's AB service with direct access to Denver International Airport as well as the Flatiron Flyer, which links the corridor to Denver, Boulder, the Anschutz Medical Campus, and additional local destinations. The US 36 Bikeway, a regional active transportation route, parallels US 36 in Broomfield, facilitating first- and final-mile connections between Westminster and Table Mesa in south Boulder. Highly visible from US 36, the station serves as a gateway connecting US 36, Interlocken Loop, and the Northwest Parkway, offering direct access for tens of thousands of daily travelers across these major transportation corridors.

South of the station are new apartments in Flatiron Marketplace, while to the northwest, Flatiron Crossing is redeveloping parking lots into new residential apartments, creating a vibrant mixed-use environment for shopping, dining, and entertainment. Altogether, these developments are approved for new residential units. Further northwest along Via Varra, additional residential units, two hotels, and emerging commercial spaces enhance the area's appeal, including the Louisville Redtail Ridge development. The station offers access to the Interlocken business district, home to dozens of national and global corporations, new apartment complexes emerging as infill to the business park and four hotels within one mile of the station area. The Interlocken and Flatiron area offers access to thousands of jobs, from service-level to corporate roles and is home to thousands of residents in Broomfield. The station also offers convenient access to thousands of residents in southern Superior.

The location supports new neighborhoods and mixed-use developments, with transit parking and pedestrian infrastructure already established. The City and County of Broomfield, the State of Colorado, and the Front Range Passenger Rail District will continue collaborating to realize the station vision as the Colorado Connector advances toward service.



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Monday, August 11, 2026

To: Mayor and Council

From and Presented by: Jennifer Hoffman, City and County Manager

Memo Title/Subject: Resolution Referring a Lodging Tax Ballot Question to the November 3, 2026 Election

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to add a question to the November 2026 ballot for Broomfield voters to consider increasing Broomfield's Lodging Tax, a tax paid primarily by visitors staying in Broomfield hotels and short term lodging rather than Broomfield residents, it would be appropriate to approve Resolution No. 2026-105.

Summary

Staff recommends that Council approve a resolution to place a question on the November 2026 ballot asking Broomfield voters to raise CCOB's lodging tax from 1.6% to 6.0%. The revenue would be dedicated to the independent Housing Authority for the City and County of Broomfield, known as Broomfield Housing Alliance (BHA), to preserve and expand housing opportunities within Broomfield. If approved, the increase would generate approximately \$2.4 million in additional annual revenue, bringing total lodging tax collections from roughly \$900,000 to \$3.3 million per year.

Approval of the attached resolution does not increase the lodging tax. Rather, it authorizes placement of the question on the November ballot so that Broomfield voters may decide whether to approve the increase. Regional visitation is expected to grow, with events such as the Sundance Film Festival drawing more travelers to the Denver metropolitan area, creating an opportunity for Broomfield to capture a greater share of visitor spending.

Broomfield's lodging tax rate has remained unchanged since its establishment in 1997, nearly three decades ago, and is now the lowest among comparable communities in the region, many of which have increased their rates at least once during that period.

In November 1997, Broomfield voters approved a 1.6% lodging tax dedicated to the maintenance and enhancement of gateway corridors and major roadway landscaping. Since that time, Broomfield has experienced significant growth, changing demographics, and evolving community priorities.

August 11, 2026

Resolution Referring a Lodging Tax Ballot Question to the November 3, 2026 Election

Through strategic planning discussions, adoption of the Housing Needs Assessment, implementation of the Inclusionary Housing Ordinance, annual budget decisions, and continued investment in housing stability programs, Council has consistently identified expanding attainable housing opportunities and promoting housing stability as long-term community priorities.

If approved by the voters, Broomfield's lodging tax revenue would be dedicated to the Broomfield Housing Alliance (BHA) to support all lawful housing-related purposes, including administrative and operational expenses, preserving existing housing, expanding attainable and workforce housing opportunities, and promoting long-term housing stability for Broomfield residents, including older adults and seniors who wish to age in the community.

What This Proposal Does, and Does Not Do

The attached resolution would refer a ballot question to the voters at the November 3, 2026 election.

If approved by the voters:

- The lodging tax would increase from 1.6% to 6.0% and would be paid predominantly by visitors, not residents.
- The increase would apply only to short-term (less than 30 days) lodging accommodations, including hotels, motels, inns, bed and breakfasts, and short-term rental properties.
- The revenues would be dedicated to the Broomfield Housing Alliance.
- The revenues would be retained and spent as voter-approved revenue in accordance with TABOR.

The proposal does not:

- Increase the City's general sales tax.
- Increase property taxes.
- Apply to purchases made by residents at local businesses.
- Take effect unless approved by a majority of Broomfield voters.

Why a Lodging Tax?

When evaluating potential long-term funding sources, staff considered several factors, including who pays the tax, the stability of the revenue source, its relationship to the proposed public purpose, and Broomfield's overall competitiveness within the Front Range.

Unlike a general sales tax or property tax, the lodging tax applies only to short-term accommodations, including hotels, motels, and short-term rental properties. As a result, the majority of the tax is paid by visitors staying in Broomfield rather than by Broomfield residents. The proposal therefore differs from a traditional sales tax increase because it does not apply to everyday purchases made by residents or businesses.

August 11, 2026

Resolution Referring a Lodging Tax Ballot Question to the November 3, 2026 Election

Staff also evaluated the proposal within the context of surrounding Front Range communities. Even with the proposed increase, Broomfield would continue to have one of the lower combined sales tax rates among comparable municipalities. At a combined sales tax rate of 8.15%, Broomfield would remain below communities including Thornton (8.50%), Erie (8.84%), Longmont (8.87%), Golden (approximately 8.90%), Westminster (approximately 9.00%), Louisville (9.11%), Boulder (9.20%), and Lafayette (9.21%).

Similarly, the proposed 6% lodging tax is consistent with regional practice. Several neighboring communities currently impose lodging taxes ranging from 7% to 10%, including Thornton (7%), Westminster (7%), Boulder (7.5%), Aurora (8%), and Wheat Ridge (10%). The proposed rate would position Broomfield near the middle of comparable Front Range communities while maintaining its competitiveness for tourism, conventions, business travel, and economic development.

Staff believes the proposal provides a balanced approach by utilizing a revenue source paid primarily by visitors while maintaining Broomfield's competitive position within the Front Range.

Why Dedicate the Revenue to the Broomfield Housing Alliance

Discussions on this idea included whether additional lodging tax revenues should remain within the General Fund or be dedicated to the Broomfield Housing Alliance.

Given Council's long-standing priority of expanding income-aligned housing opportunities and promoting housing stability in Broomfield, staff evaluated which organizational structure is best positioned to implement those priorities over the long term.

Since January 1, 2022, the Broomfield Housing Alliance has served as the independent housing authority for the City and County of Broomfield, established pursuant to Colorado law and an intergovernmental agreement between BHA and CCOB. Unlike the City and County of Broomfield, whose responsibilities encompass the full range of municipal and county services, BHA's primary mission is housing. The organization specializes in housing development, housing preservation, housing assistance, property acquisition, and leveraging state, federal, and private financing opportunities. While the Broomfield Housing Division, an internal CCOB department, focuses primarily on programs, policy, outreach, and development review—without owning, operating, or managing housing or vouchers directly—BHA is purpose-built to own, preserve, acquire, and manage housing directly.

BHA also possesses financial tools that are not available to the CCOB. Through bonding, tax credits, grants, and other financing mechanisms, a predictable revenue stream can be leveraged into substantially larger housing investments. Based on BHA's financial modeling and previous development experience, every \$1 of dedicated local revenue is expected to leverage approximately \$7 in additional housing investment.

This financing capacity allows local dollars to accomplish substantially more than annual appropriations alone and supports Council's long-term objective of expanding attainable housing opportunities for current and future residents.

August 11, 2026

Resolution Referring a Lodging Tax Ballot Question to the November 3, 2026 Election

Community Need

Council's emphasis on attainable housing reflects both community need and long-term economic sustainability.

Approximately 32% of Broomfield residents are considered housing cost-burdened, and nearly one-half of renter households spend more than 30% of their income on housing expenses. These challenges affect households across multiple income levels, including many residents who work in Broomfield but face increasing difficulty finding housing within the community.

This priority is directly supported by resident feedback, as the last three community surveys have consistently shown housing affordability to be a top resident concern—ranking as the number one issue in 2021 and reaffirmed as a top priority in 2025.

Maintaining opportunities for teachers, first responders, healthcare professionals, municipal employees, service workers, young families, and older adults to live in the community they serve has been a recurring policy discussion of Council and is reflected in CCOB's ongoing housing initiatives.

At the same time, the Housing Development Fund, CCOB's primary local housing funding source, is projected to experience significant depletion if current funding practices continue without additional long-term revenue solutions.

Fiscal Stewardship

Staff also evaluated whether dedicating this revenue source represents a fiscally responsible approach to implementing Council's long-term housing priorities.

Currently, CCOB provides approximately \$500,000 annually from the General Fund to support BHA operations and has periodically provided General Fund gap financing for individual housing developments.

Establishing a dedicated funding source for BHA to use for all lawful purposes, including administrative and operational costs, in order to preserve and expand housing opportunities in Broomfield would reduce reliance on recurring General Fund support while allowing BHA to plan for long-term investments and leverage additional outside funding.

This proposal also aligns with the broader financial strategy presented during the 2027 budget process. The CCOB Housing Development Fund has successfully supported housing initiatives over the past several years; however, current projections indicate that existing funding sources are not sufficient to sustain long-term program needs without structural changes.

Creating a dedicated revenue source for BHA to use helps diversify housing funding while preserving General Fund resources for public safety, transportation, parks, utilities, and other essential municipal and county services. It also establishes a sustainable funding mechanism to advance Council's long-standing priority of expanding attainable housing opportunities and promoting housing stability without relying solely on recurring General Fund appropriations or project-by-project funding requests.

August 11, 2026

Resolution Referring a Lodging Tax Ballot Question to the November 3, 2026 Election

Governance and Accountability

If approved by voters, revenues generated through the lodging tax increase would be dedicated to the Broomfield Housing Alliance.

The proposal does not change BHA's governance structure or statutory responsibilities. Pursuant to the terms of the 2022 Intergovernmental Agreement (IGA), the Housing Authority has been gradually separating from CCOB's financial reliance and has established its own governance structure, operational and employment system, financial reporting, and technological and administrative system.

BHA would continue to:

- Operate under Colorado Housing Authorities Law.
- Be governed by a Board appointed by Council.
- Comply with Colorado Open Meetings and Open Records requirements.
- Operate pursuant to its Intergovernmental Agreement with the City and County of Broomfield.
- Undergo annual independent financial audits.
- Provide annual reports to the Council regarding expenditures and activities.

The BHA Board approved [a resolution supporting the ballot question](#).

Conclusion

If Council adopts the attached resolution, Colorado campaign finance law will prohibit CCOB and BHA from using public funds, facilities, equipment, employee time, or other public resources to advocate for or against the ballot measure.

Staff may continue to provide factual, objective information regarding the ballot measure, including the existing lodging tax, the proposed change, the role and governance of BHA, comparative tax information, estimated fiscal impacts, and other neutral educational materials necessary to inform the public.

Councilmembers, BHA Board members, staff, and members of the public remain free to express their personal views regarding the ballot question, provided public resources are not used.

Staff recommends adoption of the attached resolution referring the lodging tax ballot question to Broomfield voters at the November 3, 2026 election.

The attached resolution does not increase the lodging tax. Rather, it provides Broomfield voters the opportunity to determine whether the CCOB's existing lodging tax should increase from 1.6% to 6.0%, with the revenues dedicated to the Broomfield Housing Alliance to preserve and expand housing opportunities consistent with Council's long-standing priority of expanding attainable housing opportunities and promoting housing stability in Broomfield.

RESOLUTION NO. 2026-105

A resolution referring a ballot question to the registered electors at the November 3, 2026 election seeking authorization for the City and County of Broomfield to raise the current lodging tax from 1.6% to 6%, with all future revenues to be dedicated for use by the Housing Authority for the City and County of Broomfield.

Whereas, the City and County of Broomfield is a home rule city and county pursuant to Article XX, Section 10 of the Colorado Constitution.

Whereas, in November 1997, Broomfield voters approved a ballot question creating and authorizing the collection of a 1.6% lodging tax for the purpose of funding maintenance and improvement of the City's gateway corridors or major roadway landscaping.

Whereas, pursuant to Section 14.1 of the Broomfield Charter, Council may levy and collect taxes for municipal and county purposes, provided that no tax shall be levied until approved by a majority of the voters at a regular or special election.

Whereas, pursuant to the Taxpayer's Bill of Rights, Article X, Section 20 of the Colorado Constitution ("TABOR"), CCOB may not enact a new tax or increase a tax until such tax has received advance voter approval.

Whereas, pursuant to state and federal law, the City and County of Broomfield will hold an election on November 3, 2026, which is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of Broomfield.

Whereas, on October 12, 2021, Council approved the creation of an independent Housing Authority for the City and County of Broomfield, known as the "Broomfield Housing Alliance," which has a five-member board appointed by Council and operates pursuant to Colorado's Housing Authority Law and an intergovernmental agreement with CCOB.

Whereas, Council finds that it should refer a TABOR ballot issue concerning an increase in the Broomfield lodging tax from 1.6% to 6%, which is an increase of 4.4%, to the registered electors at the election being held on November 3, 2026.

Whereas, the ballot issue provides that the revenue generated from the 6% lodging tax will be dedicated to the Broomfield Housing Alliance, which will have the authority to utilize these funds for any lawful expense including operational and administrative expenses, to preserve and expand housing opportunities within Broomfield.

Whereas, the ballot issue does not change the structure or oversight of the Broomfield Housing Alliance: the Board for the Broomfield Housing Alliance will continue to be appointed

by Council, and the Broomfield Housing Alliance will continue to be required to make annual reports of its expenditures to the Council.

Whereas, should a majority of the voters at the November 3, 2026 election approve the ballot issue, the increased lodging tax would be effective January 1, 2027, and Council shall be authorized to enact any ordinance needed to implement and levy the authorized tax.

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

Section 1.

That the Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

The following ballot title and question shall be placed on the ballot of the November 3, 2026 coordinated election for the City and County of Broomfield for consideration by the registered electors:

Proposed Ballot Question No. ____
(Increasing Lodging Tax)

“SHALL THE CITY AND COUNTY OF BROOMFIELD LODGING TAXES BE INCREASED UP TO \$3,300,000.00 ANNUALLY IN 2027, THE FIRST FULL FISCAL YEAR OF COLLECTION, AND BY WHATEVER AMOUNT IS RAISED ANNUALLY THEREAFTER, BY INCREASING THE LODGING TAX RATE BY FOUR POINT FOUR PERCENT (4.4%) FOR A TOTAL RATE OF SIX PERCENT (6%) ON THE RENTAL FEE, PRICE, OR OTHER CONSIDERATION PAID OR CHARGED FOR THE SHORT-TERM RENTAL (LESS THAN 30 CONSECUTIVE DAYS) OF ANY ROOM, ACCOMMODATION, OR SPACE IN ANY HOTEL, INN, BED AND BREAKFAST RESIDENCE, OR ANY OTHER PLACE THAT PROVIDES SLEEPING ROOMS, SLEEPING FACILITIES, OR ACCOMMODATIONS FOR CONSIDERATION LOCATED WITHIN THE CITY AND COUNTY OF BROOMFIELD, COMMENCING ON JANUARY 1, 2027, WITH THE REVENUES OF SUCH LODGING TAX TO BE DEDICATED FOR USE BY THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF BROOMFIELD TO PRESERVE AND EXPAND HOUSING OPPORTUNITIES IN BROOMFIELD, THE HOUSING AUTHORITY BEING GOVERNED BY A BOARD APPOINTED BY THE CITY COUNCIL AND REQUIRED TO PROVIDE ANNUAL EXPENDITURES REPORTS TO THE CITY COUNCIL, AND SHALL ALL REVENUES FROM SUCH TAXES AND ANY EARNINGS THEREON BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT LIMITATION OR CONDITION, AND NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?”

_____ Yes/For Approval
_____ No/Against Approval

Section 3.

This resolution shall serve to set the title and content for the ballot issue and the ballot title for such issue shall be the text of the issue itself. It is Council's intent that the number for this ballot question be as low as possible. Council authorizes staff to take such action so that the lodging tax ballot question has the lowest number possible.

Section 4.

The City and County Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot issue the appropriate ballot issue number or letter upon designation of the ballot number or letter by the appropriate election official. The City and County Clerk shall ensure certification of the ballot content for the election, including the ballot issue set forth above no later than 60 days before the election, pursuant to C.R.S. § 1-5-203(3)(a).

Section 5.

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

Approved on August 11, 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